

Negotiated Master Contract

Between

Idaho Falls Education Association

And

Idaho Falls School District 91

2015-2016

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PREAMBLE

The Board and the Representative Organization recognize that providing a culture that empowers, instruction that engages and technology that enables is the vision of District #91 and the Board of Trustees. The Board and the Representative Organization further recognize that the best interests of public education will be served by a spirit of cooperation between the Board of Trustees and the teachers and the maintenance of free and open exchange of views in determining and resolving matters of mutual concern. In doing this, it is understood that:

The Board recognizes that teaching is a profession and that members of this profession must have specialized educational qualifications, and that their participation in matters relative to the professional services of teachers is important to the success of the school program.

Attainment of the objectives of the educational programs conducted in the Idaho Falls public schools requires mutual understanding and cooperation between the Board and the Representative Organization.

The Board and the Representative Organization recognize the importance of due process of law as an essential element of a democratic society. They further recognize the importance of collaboration in resolving future problems and/or challenges that the district may encounter.

The Board and the Representative Organization commit themselves and their officers to act in accordance with the provisions of this Negotiated Master Contract, state law, Board Policy, and the Code of Ethics for Idaho Professional Educators and due process in all relations with each other and with the teachers.

It is the responsibility of each teacher and administrator to read, understand and abide by this Negotiated Master Contract.

ARTICLE 1

Definitions

- 1-1** The term "Board" as used in this agreement shall mean the Board of Trustees of the Idaho Falls School District No. 91 in the City of Idaho Falls and County of Bonneville and State of Idaho.
- 1-2** The term "Mediator" as used in this agreement shall mean a disinterested third party who assists the negotiating parties in arriving voluntarily at agreement.
- 1-3** The term "Negotiations" as used in this agreement means collective bargaining in good faith (as defined by Idaho Code) by representatives of the Board of Trustees of Idaho Falls School District No. 91 or its designated representative(s) and the Representative Organization of teachers, for the purpose of reaching an agreement, upon matters and conditions subject to negotiations as specified in the agreement between said parties.
- 1-4** The term "Teachers" as used in this agreement means any certificated employee of Idaho Falls School District No. 91, except for assistant superintendents, principals, assistant principals, coordinators, supervisors, directors, or the superintendent.
- 1-5** The term "Representative Organization" as used in this agreement shall mean the professional organization that is elected to represent teachers of School District No. 91.
- 1-6** The terms "School District" and "Idaho Falls Public Schools" as used in this agreement shall mean the Idaho Falls School District No. 91 in the City of Idaho Falls and County of Bonneville and State of Idaho.
- 1-7** The term "School Year" as used in this agreement shall mean the period of time from the first day of pre-school orientation activities, through the closing of schools of the District in the spring as established by the official school calendar.
- 1-8** The term "instructional day" refers to the hours within the day in which the students are scheduled to attend class.
- 1-9** The term "sick leave day" refers to when an employee is absent during a contracted day of employment for health related reasons. The employee may take either the full contract day or one-half contract day. The contract day is calculated by the contracted FTE (Full Time Equivalency), as shown on the employee's contract.
- 1-10** The term "Superintendent" as used in this agreement shall mean the Superintendent of Schools of Idaho Falls School District No. 91.

ARTICLE 2

General

- 2-1** This agreement shall be part of the contract of all teachers of School District No. 91.
- 2-2** The Board policy shall not discriminate against any teacher on the basis of age, race, religion, color, disability, national origin, gender, sexual orientation, marital status or membership in any organization.
- 2-3** The Board recognizes that in pursuit of the profession of teaching, teachers have a right to join or refrain from joining any teachers' organizations for their professional and economic improvement, and that as a matter of individual choice; teachers are free to join or refrain from joining such organizations. Furthermore, the Board recognizes that the teachers have an interest and valuable input into the educational process. Therefore, due consideration will be given throughout the year to matters of mutual concern.
- 2-4** The parties to this agreement specifically recognize that, irrespective of this agreement, the Board of Trustees has certain powers, discretion and duties that, under the constitution and laws of the State of Idaho, may not be delegated, limited or abrogated by agreement with the parties. Parties recognize that the Board of Trustees is empowered and shall, from time to time, enact Board policies concerning the operation of the School District and the direction of School District employees, which policies shall be binding on all parties to this agreement. The parties further acknowledge that this agreement, as well as Board policies heretofore enacted or hereinafter enacted, shall be governed and construed according to the constitution and laws of the State of Idaho.
- 2-5** In the event that any provision of this agreement, the official acts and Board policies of the School Board, or any application of this agreement or School Board policy to any teacher covered under the terms of this agreement, shall be found to be contrary to law, such provisions, Board policy or application thereof shall be effective only to the extent permitted by law and all other policies of the Board or provisions and applications of this agreement shall continue in full force and effect.

ARTICLE 3

Grievances

3-1 Purpose

The purpose of the grievance procedure is to provide a framework within which employees may work toward solving problems as they arise and to guarantee fair treatment.

3-2 Informal Resolution

It is expected that all parties to a disagreement, complaint or problem will initially attempt to resolve such problems at the lowest possible administrative level before filing a formal grievance.

3-3 Formal Resolutions

The teacher shall be bound by the procedure established below if a formal grievance is filed.

3-4 Definitions

3-4-1 *Grievance:* A written claim by a certified employee, group of certified employees or the Representative Organization, that a dispute or disagreement exists involving interpretation or application of the terms of this agreement or of an existing Board policy or practice, or that an employee has been treated unfairly or there exists a condition which jeopardizes employee health or safety.

3-4-2 *Grievant:* A teacher, group of teachers, or the Representative Organization making the claim.

3-4-3 *Days:* Reference to “days” regarding time periods in this procedure shall refer to working days.

3-5 Timelines

3-5-1 Within thirty (30) workdays from the time an employee knew of the act or condition which is the basis of the grievance, the grievant may file a grievance at the lowest administrative level at which a decision can be made.

3-5-2 Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time shall be considered acceptance of the decision at that level.

3-5-3 The time limits for decisions or appeal are:

- Level 1 – five (5) working days
- Level 2 – ten (10) working days
- Level 3 – twenty (20) working days
- Level 4 – twenty (20) working days
- Level 5 – twenty (20) working days

3-6 Levels

Level 1: The building principal (or immediate supervisor) or designated representative

Level 2: The Superintendent or designated representative.

Level 3: Mediation

Level 4: The Board of Trustees

If the grievant is not satisfied with the disposition of the grievance at a level, it may be appealed to the next level. If the grievance remains unresolved at the conclusion of level 4, it may be submitted to Advisory Arbitration at the discretion of the Representative Organization provided notice is given to the Superintendent within the time limits provided.

3-7 Arbitration

Within five (5) days of submission of the grievance to Advisory Arbitration, the parties shall request the American Arbitration Association Regional Office to suggest five (5) persons as potential arbitrators.

Within five (5) days of receipt of the list, the parties shall meet and select an arbitrator by alternately striking names from the list, with the name remaining being the arbitrator. A flip of a coin shall determine which party strikes the first name.

Rules and procedures governing the arbitration hearing shall be fixed by the arbitrator and the award, when signed by the arbitrator, shall be of an advisory nature to the parties. At the conclusion of Level 5 of the grievance procedure (advisory Arbitration), the Board of Trustees shall hear comments from both the Superintendent and a representative for the grievant in executive session and then shall carefully study all resulting written findings, conclusions and recommendations of the advisory arbitrator before determining whether to accept or reject the advisory recommendation.

The Board and the grievant shall not be permitted to assert in the arbitration procedure any grounds or to reply upon evidence not previously disclosed to the other party.

The fee(s) and expense(s) of the arbitrator and other costs of the arbitration shall be shared equally by the Board and the Representative Organization.

3-8 Representation

The Board acknowledges the right of the Representative Organization's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Representative Organization's representative is not present. The administration will notify the Representative Organization of the disposition of any grievance at Level 1 where the Representative Organization was not represented. The administration shall notify the Representative Organization of any grievance remaining at Level 2 prior to any action on the grievance at that level.

When an employee is not represented by the Representative Organization, on its request, the Representative Organization shall have the right to its representative present to state its views at any stage of the grievance procedure.

3-9 Miscellaneous Provisions

- 3-9-1 Cooperation:** All parties shall cooperate with the investigation of any grievance.
- 3-9-2 Non-Reprisal:** No reprisals of any kind shall be taken by the Board, the administration, or any person covered by the Negotiated Contract for their participation in this grievance procedure.
- 3-9-3 Class Grievances:** Grievances involving one (1) or more employees and grievances involving an administrator above building level may be initially filed by the Representative Organization at Level 2.
- 3-9-4 Release Time:** Should the investigation or processing of any grievance require that an employee or a Representative Organization representative be released from his/her regular assignment, said employee or representative shall be released without loss of pay and/or benefits.
- 3-9-5 Separate File:** All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3-9-6 Grievance Withdrawal:** A grievance may, be withdrawn at any level without establishing precedent.
- 3-9-7 Compliance with Code:** The provisions of the Uniform Arbitration Act (Chapter 9, Title 7, Idaho Code) apply to this agreement.
- 3-9-8 Forms:** Grievance forms are available in electronic form online at www.d91.k12.id.us.
- 3-9-9 Mediation:** If the grievance remains unresolved at level 2, the grievant and the Superintendent may agree to request that the grievance be submitted to mediation. The Superintendent and the grievant may agree to a mediator or request that a mediator be appointed through the Federal Mediation Conciliation Service. If there is no agreement to mediate, the grievance may be appealed to the next level by either party. Mediation will be conducted in accordance with the provisions outlined in the Federal Mediation Conciliation Service grievance mediation rules and guidelines.

ARTICLE 4

Teacher Rights & Responsibilities

4-1 Public Concerns

- 4-1-1 It is the intent of the Representative Organization and the Board that concerns are best dealt with through communications with appropriate staff members.
- 4-1-2 Any concern involving a teacher will first be addressed between the teacher and the concerned party. If the initial concern is expressed to an administrator, the concerned party shall be referred to the teacher as soon as possible but no later than five (5) working days.
- 4-1-3 If the parties are not able to resolve the concern, it will then be resolved in an administrator-mediator conference between the teacher and the concerned party. Appeals of the mediated resolution will be handled according to Board Policy.
- 4-1-4 The Board recognizes that situations may arise in the operation of the system which are of concern to parents or the public. Such concerns are best dealt with through communication with appropriate staff members and officers of the District, such as the faculty, the principals, the Superintendent or designee and the Board.

The following guidelines are suggested as the proper procedure to be followed by persons with questions or complaints:

- 4-1-4-1 Matters concerning individual students should first be addressed with the teacher or the person directly involved in the matter.
- 4-1-4-2 Unsettled matters from (1) above, or problems and questions concerning individual schools, should be directed to the principal of the school.
- 4-1-4-3 Unsettled matters from (2) above or problems and questions concerning the District should be directed to the Superintendent or designee.
- 4-1-4-4 If the matter cannot be settled satisfactorily by the Superintendent or designee, it may be brought before the Board of Trustees.
- 4-1-4-5 In the event the complaint is against a particular teacher or District employee, the affected employee must be notified within five working days. For this reason the board requires that such complaints, which may ultimately be resolved by the Board, shall be in writing. Complaints informal in nature to be administratively acted upon, and not intended for Board action, may be orally directed to the principal, central office administrators, or the superintendent.

4-1-5 Written complaints received by the District involving District personnel will be made available to the affected personnel. The Board considers it the obligation of employees of the District to entertain the questions of parents or the public.

4-2 Personnel Files

4-2-1 Files for teachers are created and maintained by the District office. Teachers may examine the contents of their own file and review them with the appropriate staff personnel in accordance with the conditions listed below. It is intended that such files shall be used only by appropriate School District personnel only for the purposes directly related to employment.

4-2-1-1 All materials, except confidential material from a teacher placement center will be made available to the teacher for examination upon request at any reasonable time.

4-2-2 Personnel files will be handled in accordance with Idaho Code.

4-3 Academic Freedom

4-3-1 Certificated employees shall have academic freedom to teach in their assigned areas without interference. The parties recognize that the Board's role is to approve curriculum and the certificated employees' role is to determine how curriculum should be taught. The certificated employee shall have the following responsibilities:

4-3-1-1 The certificated employee agrees to follow the Code of Ethics for Idaho Falls School Dist. 91 Professional Educators.

4-3-1-2 The certificated employee will follow Board policy, state and federal laws, and the rules and regulations of the Idaho State Board of Education.

4-4 Fair Treatment: When disciplinary action occurs, teachers will be notified verbally and/or in writing of the reason for the action.

4-5 Uniform Application of Rules and Regulations: All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the district.

4-6 Release from Contract

The district may issue individual staff contracts prior to the end of the school year, but the teacher shall be granted release from an individual contract if a request is made prior to July 10. Requests made subsequent to July 10 may be granted by the Board of Trustees.

4-7 Professional Growth

Professional Improvement of Education (P.I.E.): A program of Professional Improvement of Education hereafter known as P.I.E. will provide teachers with the opportunity, time and resources to participate

in their own and their colleagues' professional growth. P.I.E. will allow teacher the opportunity to share and to learn from an experienced colleague, and will provide support and collegiality by allowing them to observe other classrooms or education settings or to request assistance from a colleague. Participation in P.I.E. is voluntary on the part of all participants and is confidential between the parties involved. It shall in no way become part of an ongoing evaluation.

The building principal and the Association representative shall make all employees aware of the P.I.E. program and the request process at the beginning of each school year.

4-8 Concern Sessions and Concern Committee

Each school may hold regularly scheduled Building Level Concern sessions which will focus on building level issues and solutions. Employee attendance is optional.

4-9 State and Federal Rights

Nothing contained herein shall be construed to deny or to restrict any teachers such rights as he/she has under the laws of Idaho and the United States or other applicable laws, decisions and regulations. The rights granted to teachers thereunder shall be deemed to be in addition to those provided elsewhere.

4-10 School Safety

For safety reasons, staff shall notify office personnel when leaving the building during the instructional day. The hours of the instructional day do not include lunch. For safety reasons, building administrators shall notify staff when leaving the building during the instructional day.

4-11 School Culture Committee

The committee's purpose is to guide the schools efforts for a safe and positive learning environment. The committee will address:

- Concerns
- Trends
- Discipline Policy and Procedures
- Fairness and consistency in building discipline

Individual student issues will be referred to the appropriate team or administrator. It is recommended the committee consist of:

- One (1) administrator from the school
- Three (3) teachers from the school; one (1) of whom is a Special Education Teacher
- One (1) counselor from the school

ARTICLE 5

Representative Organization Rights

5-1 Representative Organization Leave

5-1-1 Each school year, official delegates of the Representative Organization will be allowed leave without loss of pay (ref. Idaho Code) to attend regularly scheduled official meetings of the state education association (i.e. IEA Delegate Assembly, standing committees, and task force meetings). Substitute costs will be borne by the District.

5-1-2 Each school year, the Representative Organization may receive up to thirty (30) school days, exclusive of the substitute teacher coverage provided below, to be used by Representative Organization officers or representatives for Representative Organization business. Additional days may be requested with the recognition that student learning is maximized by the regular presence of the teacher in the classroom. The appropriate District and building administrators will be given sufficient notice of leave to be taken under this provision so that substitutes may be supplied if needed. The actual cost of substitutes will be borne by the Representative Organization. Leave taken where a substitute is not secured shall count toward the thirty (30) days.

5-1-3 The Representative Organization President or his/her designee shall be provided notice and the opportunity to attend any and all joint committee meetings including board committee meetings. It is the intent of the parties that the Representative Organization be provided the opportunity to participate in the meetings in which district policy and procedure are formulated. To this end, the Representative Organization President shall be invited to attend all local, open Board meetings. The Representative Organization President may also be requested to attend other meetings called by the district administration where his/her attendance is beneficial to the function of the school district. In addition, the Representative Organization President will appoint Representative Organization members to participate in joint committees identified in the negotiated Master Contract and monitor the activity of those committees. To facilitate these services provided by the Representative Organization President, the District will provide substitute coverage, in an amount up to, but not to exceed \$2,600.00 annually. The Representative Organization President will submit to the Board of Trustees a report of activities at the first board meeting of each month. The report will list the public purpose of the activities. An invoice will also be submitted indicating to whom the monies are to be distributed. The invoice, as found in Appendix A, will identify the service utilized, salary amount, and hours.

5-1-4 Representative Organization Meetings: Early dismissal release time for Representative Organization meetings shall be granted one (1) time each year for the Purpose of meeting and voting on the ratification of the Master Agreement.

5-2 Right to Organize

The Board and the Representative Organization agree that the individual teacher may have full freedom of association and self-organization. However, the Board and the District shall not be required to recognize or negotiate with any organization not so designated in this agreement.

5-3 Pertinent Information

Representative Organization and the Board will exchange requested information regarding mutual interests and concerns. Financial reports, budgets, budget projections, numbers of employees, and survey results are examples of information items that may be exchanged.

5-4 Representative Organization Business

Representative Organization representatives will be permitted to transact necessary Representative Organization business on school property, provided that this does not disrupt regular school operations.

5-5 Use of Buildings

The Representative Organization and its representatives may use District buildings for meetings. Such facilities must be scheduled through the building administrator prior to the day of the planned meeting. Care will be taken to see that rooms, etc., are restored to the normal condition following such meetings.

5-6 Representative Organization use of Interschool Communication Facilities

The Representative Organization may post notices of activities and business on the bulletin boards designated for this use and, at the discretion of the building administrator, may post notices of activities and business on regular notices for announcements and daily school bulletins. The District e-mail, mail service, and teacher mailboxes may be used for Representative Organization communications provided such materials are not contrary to the interests of education.

5-7 Representative Organization Involvement at School Board Meetings

The Board of Trustees shall place on the agenda of each regularly scheduled Board meeting a report from the Representative Organization President or his/her designee.

5-8 Exclusive Rights: The board acknowledges that the Idaho Falls Education Association is the current organization designated to represent the employees covered by this agreement. The Representative Organization shall have the following exclusive rights:

1. Representation in collective bargaining;
2. Payroll deduction of dues;
3. Access to the faculty meeting agendas;
4. Release time for Association business.

ARTICLE 6

Evaluations

6-1 Evaluations

Evaluations will be conducted in accordance with Idaho Code and State Board procedures.

6-2 Conditions of Evaluation

In evaluating a teacher, due consideration shall be given to class size, ability level of students and physical distractions as they would affect teaching performance. All evaluations of the teacher's activities shall be conducted openly and with the teacher's full knowledge and awareness.

6-3 Informal walk-through

A walk-through is short in length – about 3 to 5 minutes in a classroom. There is no intent to evaluate the teacher; rather, it is time to gather information about curricular and instructional teaching practices and decisions teachers are making. Follow-up with the teacher is optional and will not be part of the teacher evaluation process. Written notes will not be placed in the teacher's file.

6-4 Evaluation Procedures

The district's procedure for supervision and evaluation of teachers will be developed and reviewed annually by a committee. The committee will consist of three (3) teachers selected by the President of the Representative Organization (one elementary, one secondary, one ancillary) and three (3) administrators selected by the superintendent or his/her designee.

6-5 Growth Plan Development Meeting

The primary outcome of the growth plan meeting is for the teacher and administrator to work cooperatively to identify a specific goal or goals and the components to be evaluated. The emphasis during the pre-conference is professional dialogue and trust development. During the growth plan development meeting the teacher and administrator will work collegially to:

6-5-1 Develop professional growth goals.

6-5-2 Identify Framework components – List the identified components to be evaluated. Identified components must support the goal.

6-5-3 Establish the activities, evidence and timelines for each component identified in the growth plan.

6-6 Implementation of Growth Plan

The administrator monitors the implementation of the growth plan goals and activities. Observations will be conducted openly and with the full knowledge of the teacher. Each observation should be at least one (1) instructional period in length or for sufficient time to make an adequate performance judgment. Observations will vary in frequency depending on the components/elements that have been identified for feedback.

ARTICLE 7

Reassignment & Transfer

7-1 Reassignment & Transfer

7-1-1 The basic considerations in the assignment of professional personnel are the demands and responsibilities of the program of instruction. It is the policy that instructional personnel be assigned on the basis of their qualifications and the needs of the district. The Superintendent has the responsibility for the assignment of all personnel in the schools.

7-1-2 Faculty members may be reassigned or transferred when, in the judgment of the Superintendent or designee, the move will result in increased effectiveness in the classroom, or to meet district/building staffing needs. Reassignment can be initiated by a teacher seeking transfer (Voluntary), by the principal/supervisor of the teacher (Involuntary), or by the superintendent or designee. (Involuntary)

7-1-2-1 Voluntary Transfer: A written request for reassignment shall be submitted to the Superintendent no later than March 1 proceeding the next school year. All applicants for transfer who meet the March 1 deadline will be interviewed by either the Superintendent or his/her designee prior to placement interviews of any out-of-district applicants. All requests for transfer received by the March 1 deadline will be answered in writing not later than one week after the interview. This provision does not prohibit a teacher from requesting reassignment to and consideration for positions that become available after March 1.

7-1-2-2 Involuntary Transfer: When transfers for cause or involuntary transfers are necessary, the teacher so affected will be apprised in a conference and in writing of the reasons why such a transfer is in order. Notification of transfer must be made no later than one day prior to the last contract student contact day when possible. Alternative teaching positions will be reviewed with the teacher involved with an involuntary transfer. A teacher may utilize the grievance procedure if he or she does not agree with the transfer.

7-1-2-3 In Building Staffing Changes: Each year secondary principals or their designee will provide a written survey to staff asking for information concerning next year's teaching assignment. In this survey, teachers will be asked to rank preferences in grades and/or subject to be taught in the next school year. The ranking will be a factor in the final placement of teaching assignments.

7-1-2-4 Reassignment and Transfer: The district will provide assistance to the employee to move the employee's classroom materials if there is an involuntary transfer. If it is a voluntary transfer, the district will provide assistance if available.

ARTICLE 8

Hours & Conditions of Employment

8-1 Hours & Conditions of Employment

8-1-1 Elementary Planning Time: Elementary teachers will have a minimum of sixty (60) duty-free minutes of self-directed planning time four (4) times per week. Sixty (60) minutes per five day instructional week will be provided during the instructional day. Additional time will be provided as the school schedule allows. There is an acknowledgement that during some weeks, more than sixty (60) minutes will be provided, and other weeks, situations may arise when less than sixty (60) minutes can be provided.

8-1-2 Middle School Planning Time: Middle School Teachers will have a minimum of one (1) class period of duty free, self-directed planning time daily.

8-1-3 High School Planning Time: High School Teachers will have a minimum of 60 minutes of duty free, self-directed planning time daily. These sixty (60) minutes will be continuous when possible.

8-2 Duty Free Lunch

All teachers will be given thirty (30) minutes of duty free lunch.

8-3 Back to School Nights

8-3-1 When back to school night is scheduled on an instructional day, school will be a ½ day of student contact time with the other ½ of the day to allow teachers time to prepare and then come back to school for this event. State mandated instructional hours must still be met.

8-4 Faculty Meetings

8-4-1 One (1) hour per five day instructional week may be scheduled for building level faculty meetings, or building level committee meetings. Every effort will be made to keep these meetings to an hour, but if a meeting exceeds an hour, it is the professional responsibility to stay for the remainder of the meeting when possible. It is suggested that these meetings be held on Tuesdays. Faculty meetings may be held either in the morning or the afternoon based upon a majority vote of the teachers within a building.

8-4-2 IFEA will be included on each building faculty meeting agenda.

8-4-3 All staff will be notified of mandatory building or district level meetings at least two (2) workdays in advance, except in situations related to health, safety or other emergencies.

8-5 Workdays

8-5-1 Five (5) non-teaching workdays will be scheduled during the school year as follows:

8-5-1-1 Two workdays will be scheduled prior to the start of the new school year for teachers to prepare.

8-5-1-2 The third, fourth and fifth workdays will be scheduled to allow teachers time to complete necessary end of course work and submit grades at the end of each trimester.

8-5-1-3 No scheduled meetings or trainings will occur on these workdays.

8-6 Class Size

8-6-1 The board, in recognition of the benefits to be gained from reasonable class size, shall make every reasonable effort to distribute the existing student load equitably among the available teaching staff within each building, and keep class size as small as possible.

8-6-2 It is agreed that within each building, concerted efforts shall be made to maintain equitable class sizes and subgroup distribution within the teacher's schedule and within each department except when configuration is based on an instructional model.

8-6-3 In those classes where the teacher believes the class size or subgroup distribution is excessive or inequitable, the affected teacher(s) may request a meeting to include the teacher, a Representative Organization representative, the principal and an administrator selected by the Superintendent to discuss the situation and attempt to arrive at an acceptable solution.

8-6-4 Whenever possible, to meet reasonable class size objectives, overflows will be considered.

8-7 Positive Work Environment

8-7-1 It is critical in establishing a positive work environment in each building that bullying, abuse of social power, and related behaviors not be tolerated.

8-7-2 Bullying and abuse of social power can include, but is not limited to, the following:

- A clear desire to hurt a person or group
- An imbalance of power
- An unjust use of power
- Hurtful action
- Repetition of inappropriate actions
- Satisfaction for the aggressor
- A sense of being hurt on the part of the target

8-7-3 Each principal or workplace supervisor will take appropriate steps to insure that all employees are educated about bullying and abuse of social power in the workplace. All employees must be informed of remedies that exist if they feel that they are being targeted.

8-7-4 Optimally, both the Representative Organization and the Board of Trustees, wish to resolve conflicts without a formal written grievance if at all possible and use problem-solving procedures to find resolutions instead. This requires mutual understanding and cooperation. The Board and the Representative Organization recognize the importance of collaboration in resolving problems and/or challenges that the district may encounter.

8-7-5 If an employee believes they have been subjected to bullying or intimidation, he or she may file a complaint with the IFEA President or his/her designee, or the Superintendent or his/her designee. The individual filing the complaint will be informed of the results of the investigation and the course of action. The IFEA president or his/her designee will also be informed of the results of the investigation and the course of action when representing the individual. If the individual filing the complaint disagrees with the course of action, he or she may utilize the grievance procedure outlined in the Master Agreement, with the timelines beginning with the issuance of the written recommendation.

8-8 Professional Development Committee

The Board of Trustees and the Representative Organization for District 91 agree that a “Professional Development Committee” shall be formed for the purpose of developing and implementing supports for faculty to improve student growth and achievement. The Professional Development Committee shall include three (3) members assigned by the Representative Organization President.

8-9 Leadership Committee

In accordance with Idaho Code, District 91 will form a committee to identify leadership priorities. The committee shall include three (3) members assigned by the Representative Organization President.

ARTICLE 9

Leave Policy

9-1 Leave With Pay

Each teacher covered by this agreement shall be entitled to the following leave time. Notification procedures will be identified at the building level.

9-1-1 Sick Leave

9-1-1-1 At the beginning of each teacher's contract period, each full-time teacher shall be credited with a set number of sick leave days dependent upon the number of days of his/her contract.

Contract Days	Sick Leave Allocation
161 - 170	12
171 - 180	12.5
181 - 190	13
191 - 200	13.5
201 - 210	14
211 – 220	14.5
221 – 230	15
231 – 240	15.5
241 – 260	16*

*The maximum allowed per year is 16 days.

Teachers will not have their salaries deducted for use of regular sick leave regardless of the availability of a substitute. Sick Leave shall be granted.

9-1-1-2 Unused sick leave shall be allowed to be accumulated from year to year to unlimited sick days accumulation.

9-1-1-3 Sick leave is to be used for absences caused by personal or immediate family illness, accident, injury, preventative treatment, or health assessment.

9-1-1-4 Under Idaho law, portions of unused sick leave are available as severance allowance upon retirement for the purchase of medical insurance as listed in Idaho Code Section 33-1228-2.

9-1-1-5 Use of Sick Leave during Pregnancy

The use of sick leave for maternity-related illness will be treated no differently than any other illness.

9-1-1-6 The District reserves the right at its own expense of requiring additional medical examination of any person requesting leave under the provision of this section.

9-1-2 Sick Leave Bank

9-1-2-1 Each new teacher of the District will participate in the sick leave bank unless he/she notifies the District office in writing that he/she does not wish to participate. To participate, each employee will contribute a prescribed number of his/her earned sick leave days as determined by the Sick Leave Bank Committee. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating teachers upon recommendation of the *Sick Leave Bank Committee* for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring illness extending beyond the employee's accumulated sick leave.

9-1-2-2 Application for use of the sick bank shall be submitted to the *Sick Leave Bank Committee* for their recommendation. The committee shall review the request and determine the eligibility of the employee. If the committee deems necessary, it shall require proof of illness at the time of application and from time to time after a grant has been made.

9-1-2-3 The committee shall have the authority to establish such guidelines as it deems necessary to implement this program. Guidelines shall have the approval of the Representative Organization and the Board of Trustees.

9-1-2-4 After complete review of the application, the committee shall have the authority to make final decisions within the guidelines as to the disposition of the case.

9-1-2-5 In order for a teacher to be eligible to apply for sick leave benefits from the sick leave bank, the employee must first: (1) be a current contributor to the bank; (2) have been absent from work due to personal illness or accident; and (3) used all his/her current and accumulated sick leave and personal leave days.

9-1-2-6 The Sick Leave Bank Committee shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent. A sick leave bank member leaving the District or retiring may donate unused sick leave days to the bank.

9-1-2-7 The maximum number of days that can be granted in any one (1) fiscal year will be the remaining number of days a teacher is scheduled to work under his/her current contract. In no case will the granting of leave cause a teacher to receive more than his/her annual salary for that year.

9-1-2-8 The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.

9-1-2-9 Bank grants to individual teachers will not be carried over from one (1) fiscal year to another; all such grants will end at the termination of the school year. If a teacher does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank. In no case shall a teacher be granted more than a total of 187 days from the sick leave bank for all illnesses or disabilities during a five (5) year period.

9-1-2-10 The *Sick Leave Bank Committee* shall consist of two (2) members appointed by the Representative Organization and two (2) members appointed by the District. The committee shall develop and distribute rules and procedures for the orderly administration of the bank not inconsistent with the terms of this agreement.

The committee shall be responsible for reporting to the District's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the bank and all other information necessary for the teacher's records.

9-1-2-11 Applicants will have the option, if the application is approved, of using the days granted or taking a salary reduction equal to the cost of a certificated substitute teacher for the days granted.

The *Sick Leave Bank committee* will provide information to the applicant necessary to calculate the following:

1. Potential cost of decreased accumulated sick leave at retirement.
2. Actual cost of a certificated substitute teacher for the number of days requested.

9-1-3 Death in the Immediate Family

Upon notification to the principal or immediate supervisor, up to three (3) days bereavement leave per occasion without loss of pay shall be granted for death in the immediate family of spouse or teacher. Additional days may be granted upon written request to the Superintendent when circumstances require a lengthier absence. In the event of death in other than the immediate family where extenuating circumstances exist, a request should be directed to the Superintendent and said request will thereafter be considered. For the purposes of clarification, the immediate family is defined as including father, mother, husband, wife, children, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

9-1-4 Personal Leave

Leave for personal reasons will be granted for up to three (3) days per school year.

Any teacher covered by the terms of this agreement will be able to accumulate unused days year to year, up to seven (7) days. If a person has more than four (4) days of unused personal leave at the end of the school year, she/he will be paid for the excess days at the current substitute rate. Days shall be paid in June of the current school year.

Teachers who have been continuously employed with School District #91 for ten (10) years or more will be reimbursed for excess personal leave at double the current substitute teaching rate. Teachers who have been continuously employed with School District #91 for twenty (20) years or more will be reimbursed for excess personal leave at triple the current substitute teaching rate. Upon separation of employment from the district, teachers will be reimbursed for all unused personal leave as listed above.

Teachers who have used their available personal leave may purchase two (2) additional personal leave days through a salary reduction of current substitute pay per day.

9-1-5 Professional Leave

Professional leave may be requested by any member of the teaching staff for the purpose of attending professional meetings, workshops, conferences or seminars sponsored by an educational agency or organization, interschool or intraschool visitations, or other appropriate activities. Professional leave may be granted to those teachers who wish to participate in such activities, upon submitting a written request through their building principal not less than one (1) week prior to the professional meeting, outlining the purpose and projected cost of the conference.

Teachers will be compensated for professional leave at their regular rate of pay.

9-1-6 Jury Duty

Whenever a teacher is called for jury duty which necessitates his/her absence from regularly scheduled duties, said teacher shall lose no salary or benefits.

9-2 Leave Without Pay

Requests for any leave without pay shall set out the anticipated date when the teacher plans on returning to work subject to change. **A written request must be submitted to the superintendent for any leave without pay. This applies to a request for a single day of leave without pay as well as to extended absences. Leave without pay without approval from the superintendent may be considered a breach of contract.**

9-2-1 Maternity Leave, Paternity Leave and Parental Leave

9-2-1-1 A teacher who is expecting to be a parent shall be entitled, upon giving notice as hereinafter provided, to a leave without pay to begin any time after the commencement of the pregnancy and to continue for a period of time up to one (1) year after a child is born. Said teacher shall notify the Superintendent in writing of the desire to take such leave, and except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The teacher shall be permitted to continue in active employment as late into the pregnancy as is desired providing the required contract duties can be performed. A teacher, having taken such leave and requesting to return early to full-time employment, may be denied such full-time employment for the balance of said leave period in those cases where the District has contracted for a replacement for the balance of said leave period.

- 9-2-1-2** A teacher adopting an infant child one (1) year of age or less shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adopting. Leave taken under this provision shall be for duration and subject to the notices, terms, and conditions as provided under the provisions stated above.
- 9-2-1-3** Requests for a leave of absence will require approval by the Board of Trustees unless the request is based upon a statutory entitlement such as the Family and Medical Leave Act.
- 9-2-1-4** Upon return, the teacher will be assigned to the same position with the District, unless the position has been eliminated by the District or unless the position has been filled by a teacher with seniority greater than the returning teacher. The returning teacher may then accept a transfer within the District to any similar position, if the more senior teacher does not wish to accept a transfer.
- 9-2-1-5** Insurance benefits may be retained by the teacher on leave by assuming the cost of the premiums.
- 9-2-1-6** Teachers granted maternity, paternity or parental leave shall not have their status changed or reduced in regard to placement on the salary schedule, accumulated sick leave or continuing contract.

9-2-2 Medical Leave

- 9-2-2-1** Medical leave without compensation may be granted by the Superintendent or designee to an employee upon the occurrence of extended personal illness, emotional upset, or illness of any member of his/her immediate family. Medical leave shall not be granted for more than one (1) school year or major portion thereof.
- 9-2-2-2** Requests for a leave of absence will require approval by the Board of Trustees unless the request is based upon a statutory entitlement such as the Family and Medical Leave Act.
- 9-2-2-3** Upon return, the teacher will be assigned to the same position with the District, unless the position has been eliminated by the District or unless the position has been filled by a teacher with seniority greater than the returning teacher. The returning teacher may then accept a transfer within the District to any similar position, if the more senior teacher does not wish to accept a transfer.
- 9-2-2-4** Insurance benefits may be retained by the teacher on leave by assuming the cost of the premiums.
- 9-2-2-5** Teachers granted medical leave shall not have their status changed or reduced in regard to placement on the salary schedule, accumulated sick leave or continuing contract.

9-2-3 Educational Leave

- 9-2-3-1** A teacher may apply for educational leave after four (4) continuous years of satisfactory service in the District. Educational leave may be granted to individuals to enroll as full-time students at the university level.
- 9-2-3-2** Educational leave will be for the duration of one (1) school year.
- 9-2-3-3** Requests for an educational leave of absence will require approval by the Board of Trustees. The Board reserves the right to limit the number of requests for educational leave which may be granted in a single year.
- 9-2-3-4** Teachers on educational leave shall receive no compensation from the District during the leave.
- 9-2-3-5** Upon return, the teacher will be assigned to the same position with the District, unless the position has been eliminated by the District or unless the position has been filled by a teacher with seniority greater than the returning teacher. The returning teacher may then accept a transfer within the District to any similar position, if the more senior teacher does not wish to accept a transfer.
- 9-2-3-6** Teachers granted educational leave shall not have their status changed or reduced in regard to placement on the salary schedule, accumulated sick leave, or continuing contract. Educational leave does not count as a year of salary schedule advancement but educational advancement earned during the leave will be recognized.
- 9-2-3-7** Insurance benefits may be retained by the teacher on leave by assuming the cost of the premiums.

9-2-4 Special Leave of Absence

Teachers may be granted leaves of absence without pay for one (1) year under the following criteria:

1. Teachers must have been a full-time employee of the District for a minimum of eight (8) years.
2. Teachers may only utilize this leave one (1) time during their career with the District.
3. Granting such leave is contingent upon the District's ability to employ a qualified replacement. Requests for a special leave of absence will require approval by the Board of Trustees. The Board reserves the right to limit the number of requests for a special leave of absence which may be granted in a single year.
4. Upon return, the teacher will be assigned to the same position with the District,

unless the position has been eliminated by the District or unless the position has been filled by a teacher with seniority greater than the returning teacher. The returning teacher may then accept a transfer within the District to any similar position, if the more senior teacher does not wish to accept a transfer.

5. Teachers granted a special leave of absence shall not have their status changed or reduced in regard to placement on the salary schedule, accumulated sick leave or continuing contract.
6. Insurance benefits may be retained by the teacher on leave by assuming the cost of the premiums.
7. Teachers must apply for leave under this provision no later than March 15 of each year.

Article 10

Negotiations

10-1 Initiating Negotiations

10-1-1 Negotiations will begin annually at the conclusion of the legislative session or such later date as the parties may mutually agree. Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party.

10-1-2 The Board and the Representative Organization agree to negotiate in accordance with Idaho Code. It is understood that the management and control of the District, its equipment and supplies, the assignments and responsibility of teachers, rest exclusively with the Board of Trustees. Once the agenda has been mutually determined, no new items will be negotiated until a new agenda is determined at the beginning of the next annual negotiation session. Nothing herein shall preclude consideration of proposals of the Insurance Committee after the agenda has been determined.

10-2 Conducting Negotiations

10-2-1 The Board and the Representative Organization agree to negotiate in good faith as defined by Idaho Code. Counsel may be sought by the respective negotiating teams during negotiations in an effort to reach agreement. It is understood by both parties to this agreement that annual negotiations will proceed expeditiously and without delay at the conclusion of the current year's legislative session.

10-2-1-1 Upon the issuance of proposed contracts for the next ensuing year, said contracts shall include any salary increases resulting from increments for experience and training through an official transcript in accordance with Idaho Code. Evidence of training must be provided to the District office at least one week prior to issuance of contracts to be included on the contract. For that training not reported prior to the issuance of the contract, it must be reported not later than September 15 to be included for that school year. It is the duty of each teacher to file official transcripts with the District Office prior to September 15th of each year for all training received by the teacher regardless of whether the training satisfies the requirements of moving a horizontal lane in the salary schedule. This deadline may be extended by the Superintendent in cases of extenuating circumstances.

10-2-1-2 Representative Organization and the Board will direct their efforts and move in a positive manner to maintain good faith as defined by Idaho Code on the part of their members and negotiating teams.

10-2-2 The Representative Organization's designee(s) and the Superintendent or his/her designee(s) may review preliminary budgetary information affecting revenue and expenditures as soon as they are available for the ensuing year.

- 10-2-2-1** A joint Budget Committee will be established. This committee shall consist of three (3) teachers appointed by the Representative Organization President, three (3) administrators appointed by the Superintendent, and one (1) board member. This committee shall convene no later than April 1 and shall report recommendations to the negotiating teams no later than April 30, or when the teams have convened.
- 10-2-2-2** The purpose of the budget committee is to recommend budget priorities to the Board, administration and negotiation teams on an annual basis.
- 10-2-2-3** During negotiations, the Board and the Representative Organization teams will present relevant data, exchange points of view, and make proposals and counterproposals. The respective teams will endeavor to reflect the position of Board and the Representative Organization. Upon request of either party, the other will make copies of data upon which the proposals are based available for inspection.
- 10-2-2-4** Whenever possible, negotiations should be conducted outside of school hours. However, if negotiations are scheduled during the school day, negotiators for the Representative Organization shall be released from their regular duties with one-half (1/2) the cost of substitute(s) pay being reimbursed to the School District by the Representative Organization. Qualified substitute teachers will be provided by Idaho Falls School District No. 91.
- 10-2-2-5** At the first negotiating meeting, the Representative Organization and the Board's designee(s) shall exchange their proposals simultaneously prior to any discussion or caucus. New proposals may be introduced only by mutual consent.
- 10-2-2-6** Negotiations between the Board and the Representative Organization shall take place in open sessions.

10-3 Adopting and Amending Agreements

- 10-3-1** Any agreements reached through the aforementioned procedure shall be reduced to reduced to writing and if approved by the Board and the Representative Organization, shall be signed by the properly designated officers of the Board and Representative Organization. Such agreements, once signed, shall become binding upon both parties during the term of the agreement unless in conflict with Idaho Code.

10-4 Mediation

- 10-4-1** If the negotiations described above have not resolved the issues after a reasonable period of negotiations, either party may request that the issues in dispute be submitted to mediation. The Board and Representative Organization will attempt to reach mutual agreement upon a mediator. In the event the parties cannot agree upon the designation of a mediator, either party may request the mediator be appointed through the Federal Mediation and Conciliation Service.
- 10-4-2** The format, dates and times of meetings will be arranged by the mediator.

10-4-3 Costs of the mediator, if any, and actual and necessary travel expenses shall be equally assumed by both parties.

ARTICLE 11

Fringe Benefits

11-1 Fringe Benefits

11-1-1 Effective September 1, 2015 through August 31, 2016 the Board agrees to pay the premiums for each teacher's individual health insurance through Blue Cross of Idaho at the district's 2014-2015 share plus up to 5%, dental insurance through Delta Dental at the district's 2014-2015 share plus up to 5% or Willamette Dental, and term life insurance through LifeMap at the district's 2014-2015 rate plus the 10% increase on a prorated basis determined by the teacher's FTE with a maximum benefit of no more than the district's share of the individual premium. A teacher must have a minimum of a .75 FTE contract to be eligible for insurance coverage.

The life insurance benefit will be for the sum of \$50,000. The specific plan recommendation will be developed by the Insurance Committee and presented to the Joint Negotiation Teams for approval.

11-1-2 To obtain payroll deductions for insurance, the company and its program must be approved by the Insurance Committee. This approval must be granted prior to approaching employees within the District.

11-1-3 Any change in the benefits or carrier shall be mutually agreed to by the Board and the Representative Organization. Upon request of either party, the insurance coverage shall be evaluated and, if desirable, the Board shall submit the coverage to bids from other companies.

11-1-4 An Insurance Committee shall be established as a permanent standing committee, whose purpose is to evaluate insurance programs and companies. The committee will consist of three (3) teachers (appointed by the Representative Organization), and one (1) classified employee, one (1) central administrator, and two (2) building administrators.

11-1-4-1 The responsibilities of the committee will be to:

1. Review and evaluate medical, dental, and life insurance programs and companies.
2. Make recommendations to the negotiating teams and Board of Trustees for employee medical, dental, and life insurance.

11-1-4-2 Committee Procedures:

- As soon as necessary information is made available, the committee will meet to begin the annual insurance process.
- Subsequent meetings will be scheduled as insurance renewal and/or quotes are available.

- Except in extraordinary circumstances, the committee should be prepared to make its recommendations to the negotiating teams and Board of Trustees by April 30.

11-2 Credit Reimbursement

The district will reimburse employees for three (3) credits during the five (5) year period prior to each re-certification. The reimbursement per credit will not exceed the current rate for an ISU graduate credit.

11-3 Activity Pass

Teachers will receive a District activity pass each year. The pass will allow the teacher and guest to attend District activities at no cost.

ARTICLE 12

Extracurricular Activities

12-1 Extracurricular Stipend Schedule for: 2015-2016

Grandfathered Stipends (For Those Holding Positions in 1996-1997)

Extracurricular Stipend Schedule for 2015-2016 Base = 29,597

		Experience Steps									
High School	Pos.	No.	%	1	2	3	4	5	6	7	
Athletics		{People}									
Football	Chair	2	15		4437	4616	4794	4971	5149	5326	5504
	Asst.	12	10		2960	3075	3196	3314	3433	3552	3672

		Experience Steps									
Middle School	Pos.	N	%	1	2	3	4	5	6	7	
Academics		{People}									
Orchestra		2	5.5		1627	1691	1757	1823	1887	1953	2018
Vocal		2	5.5		1627	1691	1757	1823	1887	1953	2018

12-1-1 High School Activities 2015-2016

Stipend Schedule for 2015-2016

Base = 29,597

Experience Steps

High School	Pos.	No.	%		1	2	3	4	5	6	7
Extra Curricular: {People}											
Girls Basketball 561	Chair	2	13.5	*	3995	4155	4313	4475	4634	4794	4954
	Asst.	4	9.0	*	2662	2770	2876	2984	3091	3196	3303
Volleyball 568	Chair	2	13.5	*	3995	4155	4313	4475	4634	4794	4954
	Asst.	4	9.0	*	2662	2770	2876	2984	3091	3196	3303
Boys Basketball 542	Chair	2	13.5	*	3995	4155	4313	4475	4634	4794	4954
	Asst.	4	9.0	*	2662	2770	2876	2984	3091	3196	3303
Baseball 541	Chair	2	13.5		3995	4155	4313	4475	4634	4794	4954
	Asst.	2	9.0		2662	2770	2876	2984	3091	3196	3303
Softball 562	Chair	2	13.5		3995	4155	4313	4475	4634	4794	4954
	Asst.	2	9.0		2662	2770	2876	2984	3091	3196	3303
Cross Country 521	Chair	2	9.0		2662	2770	2876	2984	3091	3196	3303
	Asst.	2	5.0		1479	1540	1599	1657	1715	1774	1835
Football 544	Chair	2	13.5	*	3995	4155	4313	4475	4634	4794	4954
	Asst.	12	9.0	*	2662	2770	2876	2984	3091	3196	3303
Tennis 526	Chair	2	9.0		2662	2770	2876	2984	3091	3196	3303
	Asst.	1	5.0		1479	1540	1599	1657	1715	1774	1835
Golf	Chair	2	7.0		2072	2154	2237	2319	2404	2485	2570
Track 528	Chair	2	13.5		3995	4155	4313	4475	4634	4794	4954
	Asst.	8	9.0		2662	2770	2876	2984	3091	3196	3303
Wrestling 548	Chair	2	13.5		3995	4155	4313	4475	4634	4794	4954
	Asst.	2	9.0		2662	2770	2876	2984	3091	3196	3303
Girls Soccer 563	Chair	2	13.5		3995	4155	4313	4475	4634	4794	4954
	Asst.	2	9.0		2662	2770	2876	2984	3091	3196	3303
Boys Soccer 543	Chair	2	13.5		3995	4155	4313	4475	4634	4794	4954
	Asst.	2	9.0		2662	2770	2876	2984	3091	3196	3303
Cheerleader 587	Chair	2	13.5		3995	4155	4313	4475	4634	4794	4954
	Asst.	1	7.5		2219	2309	2397	2486	2575	2664	2752
Scholastics		2	5.0		1479	1540	1599	1657	1715	1774	1835

Co-curricular:

Yearbook		2	9.0		2662	2770	2876	2984	3091	3196	3303
Newspaper		2	9.0		2662	2770	2876	2984	3091	3196	3303
Debate		2	9.0		2662	2770	2876	2984	3091	3196	3303
Drama		2	7.0		2072	2154	2237	2319	2404	2485	2570
Band		2	11.0		3254	3385	3515	3645	3776	3905	4035
Compass Band		1	4.5		1334	1385	1438	1491	1546	1599	1651
Student Ldrship		0	7.0		0	0	0	0	0	0	0
Summer Band		1	2.0		591	614	640	663	687	709	733
Vocal		2	7.0		2072	2154	2237	2319	2404	2485	2570
Compass Vocal		1	4.5		1334	1385	1438	1491	1546	1599	1651

*Employees who held this extracurricular position during the 1996-97 school year will continue to receive their stipend at the same percentage as agreed to in the 96-97 Negotiated Master Contract for as long as they hold the same extracurricular position.

12-1-2 Middle School Activities 2015-2016

Middle School Activities 2015-2016

Base = 29,597

Experience Steps

Middle School	Pos.	No.	%		1	2	3	4	5	6	7
Extra Curricular:		{People}									
Girls Basketball 561	Chair Asst.	2 0			1500 0						
Volleyball 568	Chair Asst.	2 0			1500 0						
Boys Basketball 542	Chair Asst.	2 0			1500 0						
Gymnastics 524	Chair Asst.	0 0			0 0						
Football 544	Chair Asst.	0 0			0 0						
Track 528	Chair Asst.	2 4			1500 1250						
Wrestling 548	Chair Asst.	2 2			1500 1250						
Cheerleader	Chair Asst.	2 0			1500 0						
Cross Country	Chair Assist	2 2			1500 1250						
Student Government		2	4.5		1334	1385	1438	1491	1546	1599	1651
Math Counts		2	1.5		444	460	479	497	514	531	548

Co-curricular:

Yearbook		2	7.0		2072	2154	2237	2319	2404	2485	2570
Speech/Drama		2	4.5		1334	1385	1438	1491	1546	1599	1651
Stage Manager		2	2.0		591	614	640	663	687	709	733
Band	*	2	4.5		1334	1385	1438	1491	1546	1599	1651
Orchestra	*	2	4.5		1334	1385	1438	1491	1546	1599	1651
Vocal	*	2	4.5		1334	1385	1438	1491	1546	1599	1651

* Employees who held this extracurricular position during the 1996-97 school year will continue to receive their stipend at the same percentage as agreed to in the 96-97 Negotiated Master Contract for as long as they hold the same extracurricular position.

12-1-3 District Level Stipends 2015-2016

District Level Stipends 2015-2016

Base = 29,597

Experience Steps

Fixed Rates

	Pos.	No.	%		Amount
District	{People}				
Dist. Music-Discretionary		1	3.725		1102

The stipend shall be paid only for the position it supports, and if not used, it will not be transferable for other uses.

If a stipend is paid for a position, *e.g.*, music, that does not consume a full day, a second stipend for a similar assignment in another building(s) will be paid at one-half (½) rate.

Two (2) stipends for the same activity will not be paid to one (1) person, *e.g.*, one (1) teacher who does both the Chair coach and assistant coach position. The following guidelines manage placement on the stipend schedule:

1. Position and allowable experience will be the factors in determining the exact placement on the stipend schedule.
2. If an assistant coach moves to a Chair coach in the same sport, he/she will be placed one (1) step less on the Chair coach schedule than he/she was on the assistant schedule.
3. If an assistant coach moves to the Chair coach of another sport, entry will be at the beginning of the stipend schedule.
4. Experienced coaches entering District 91 will not be entered any higher than the third step on the stipend schedule. Their experience must be in the sport they are going to coach.
5. For implementation purposes, individuals presently receiving stipends will receive a percent no less than was assigned last year.
6. The percentages listed on the Stipend Schedule are percentages of the BA column, step one. The steps on the Stipend Schedule are four percent (4%) additive.

To insure the safety of participants, a school administrator or coach may, at his/her discretion, request an assistant coach position where the number of participants warrants such increase. Any stipends assigned by the administration during the school year in accordance with this provision will be communicated to the President of the Representative Organization and will be reviewed by the negotiation teams.

12-1-4 Extracurricular Assignments

Teachers who are contracted for an extracurricular activity will utilize the State of Idaho Supplemental Contract form.

All teachers assigned to an extra-pay position will be placed at the correct position on the extra-pay schedule.

If two (2) or more teachers agree to work a position rated for a single individual and this is approved by the administration, the stipend will be split in a manner agreeable to the teachers involved.

Teachers will be given priority for extra-pay positions. When qualified volunteers are not available, positions may be filled with non-staff members. Non-staff members may not receive more than the stated stipend.

The stipend is to be paid in addition to the teacher's contracted salary. The schedule for extra-pay stipends is made a part of this agreement.

A coach may be granted maternity/paternity leave for one (1) year from extracurricular assignment. This leave is independent of a maternity/paternity leave from a teaching assignment.

ARTICLE 13

Salary Schedule

Idaho Falls School District No. 91 Teachers' Schedule of Contract Benefits for 2015-2016

Contract Days: 190

13-1 Incoming Experience

Experience placement will be actual years. A teacher with no previous experience will be placed on step one.

Once a teacher's experience step placement is determined in accordance with this table, that teacher will receive one experience step advancement in 2015-2016 for each additional year of experience.

Experience for teaching shall be granted for experience which occurred in a school accredited by a nationally recognized accrediting association.

13-2 Salary Schedule

Though the length and dates of the school year are not subject matters specifically delineated by statute as subject matter for negotiation, the below negotiated salary schedule for the 2015-2016 school year is based upon a determination by the District's Board of Trustees that the 2015-2016 school year which includes 190 contract days for teachers.

The determination of the length and makeup of the school year is a matter left to the sole discretion of the District's Board.

One of the 190 contract days is to be distributed in monthly professional development sessions between October and May. Sessions will be held on Tuesdays and no other faculty meetings will be scheduled on those weeks. Teachers who are assigned to teach a fraction of the regular instructional day will participate in the appropriate fraction of professional development sessions.

These facts have been included in the 2015-2016 Negotiated Agreement solely for informational purposes and to allow the school's certificated teachers to calculate their daily rate of compensation. By inclusion of this information in this Agreement, the District represents that this has not been negotiated with the representative organization nor does the District Board concede or consent that this is a lawful or appropriate subject matter for negotiation at this time or in negotiations for any future school year.

Idaho Falls School District 91
Schedule of Teacher Contract Benefits 2015-2016 - 7 Lane
Contract Days: 190 Base Amount: \$29,453

STEP	BA	BA 12	BA 24	BA 36/ MA	BA 48/ MA 12	BA 60/ MA 24	MA 36/ EDS/PHD
1	\$32,703	\$32,703	\$32,703	\$34,522	\$36,149	\$37,993	\$39,607
2	\$33,200	\$33,200	\$33,966	\$35,410	\$37,038	\$38,881	\$40,495
3	\$33,200	\$33,200	\$34,853	\$36,296	\$37,923	\$39,770	\$41,382
4	\$33,200	\$34,252	\$35,840	\$37,185	\$38,813	\$40,657	\$42,270
5	\$33,741	\$35,435	\$37,023	\$38,164	\$39,701	\$41,545	\$43,159
6	\$34,925	\$36,619	\$38,209	\$39,348	\$40,647	\$42,433	\$44,048
7	\$36,257	\$37,951	\$39,540	\$40,577	\$41,830	\$43,321	\$44,933
8	\$37,588	\$39,282	\$40,872	\$41,910	\$43,045	\$44,505	\$45,822
9	\$38,921	\$40,615	\$42,203	\$43,241	\$44,377	\$45,689	\$47,006
10	\$40,251	\$41,947	\$43,535	\$44,572	\$45,707	\$47,021	\$48,190
11		\$43,280	\$44,868	\$45,904	\$47,041	\$48,353	\$49,522
12			\$46,200	\$47,236	\$48,372	\$49,683	\$50,853
13			\$47,086	\$48,568	\$49,706	\$51,017	\$52,185
14			\$47,086	\$48,568	\$50,768	\$52,349	\$53,519
15			\$47,086	\$48,568	\$50,768	\$53,681	\$54,849
16			\$47,529	\$48,568	\$50,768	\$53,681	\$56,182
17				\$49,901	\$51,035	\$53,681	\$56,182
18					\$52,101	\$53,681	\$56,182
19					\$52,101	\$55,012	\$56,182
20					\$52,101	\$55,012	\$57,513
21					\$52,367	\$55,012	\$57,513
22						\$55,012	\$57,513
23						\$56,343	\$57,513
24						\$56,343	\$58,845
25						\$56,343	\$58,845
26						\$56,343	\$58,845
27						\$57,677	\$58,845
28							\$60,177

The increments shall be the basis for salary schedule calculations. No teacher shall be paid less than the state mandated minimum salary. Placement and/or advancement on the above schedule are governed by the following criteria:

- a. Evidence of training and experience that must be provided by the individual.
- b. Change in status must include an application and an official transcript and be filed with the District Office not later than the 15th of September of the year in which the change is to be effective.

- c. Retroactive payment will be made.
- d. The credit cap for placement on the salary schedule is fifteen years with the fall semester considered the beginning of the year. Prior experience is based on full school years with the fall semester considered the beginning of the year.
- e. Advancement beyond the BA or MA column is dependent upon semester hours earned after becoming certified.
- f. Recognizing that teaching is a dynamic profession with changing expectations of the expertise required to be successful, a teacher may use more than three (3) undergraduate credits for each horizontal movement on the salary schedule if he/she can demonstrate to the Superintendent or his/her designee that the credits are appropriate to his/her teaching assignment and/or mutually agreed upon growth plan.
- g. All credit applied for advancement beyond the BA degree must be approved credit in the area of the teacher's expertise. In accordance with IDAPA 08.02.02.060, the use of credits from coaching clinics must be pre-approved by the Superintendent or designee, must be related to a current coaching assignment, and will be limited to three credits per application for a lane change.
- h. For pay purposes only, this schedule does not apply to teachers who provide services such as Emerson High School, drivers education and in-service. Emerson High School teachers employed on a single class basis will receive a stipend equivalent to 1/15th of the minimum salary, per class.

The above schedules are based on a 190-day contract including five (5) paid holidays. Employees covered by this agreement who are required to spend more than 190 days at their assignment shall have their contract benefits augmented at the rate of 1/190th of their regular contract benefit for each additional day beyond 190. Teachers who are assigned to teach a fraction of the regular scheduled teaching day, and who are not otherwise compensated for the additional period through an extended contract or on the stipend schedule, will be paid the appropriate fraction of their teaching day of their base contract benefit.

Appendix A

Invoice for Representative Organization President Leave

The total cost to the District for all salary and associated benefits shall not exceed \$2,600 annually.

Date	Name of Sub or Aide	Service Utilized (Sub or Aide)	Hours or Days	Public Purpose of Activity	Hourly/Daily Rate (Payroll Use Only)	Amount of Payment (Payroll Use Only)

TOTAL: _____

 IFEA PRESIDENT SIGNATURE

 DATE

This invoice is due on or before the first Wednesday of each month.

Memorandum 1

Compensation Schedule Realignment (Career Ladder)

MEMORANDUM OF UNDERSTANDING

The Idaho Falls Education Association and the Board of Trustees of Idaho Falls School District 91 understand the importance of aligning the District's compensation schedule to the salary-based funding formula of the State of Idaho. The District will schedule meetings to inform teachers about the state salary funding formula (Career Ladder). A committee will be created to formulate a transition plan to move from the current salary schedule to one aligned with the Career Ladder. All teachers will have the opportunity to express an interest in serving on the committee.

Memorandum 2

One-Time Payment

MEMORANDUM OF UNDERSTANDING

Effective dates: July 1, 2015 through June 30, 2016

Each full-time employee will receive a \$100.00 one-time payment in the December 2015 paycheck. If the audited liquid FY 2015 fund balance exceeds the audited FY 2014 liquid fund balance by \$200,000 each employee will receive a one-time payment of \$200.00 in the December 2015 paycheck.