

# **MASTER AGREEMENT**

**BETWEEN**

**BONNEVILLE EDUCATION ASSOCIATION**

**AND**

**BONNEVILLE JOINT SCHOOL DISTRICT NO. 93**

**Effective Dates**

**July 1, 2009 to June 30, 2010**

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## PREAMBLE

The Board of Trustees of School District No. 93 and the Bonneville Education Association recognize that providing a high quality education for the children of this School District is the paramount objective of the Board, that high morale of the teaching staff is necessary for the best education of children, and that:

Teachers and the Board share the responsibility for providing education of the highest possible quality for the pupils of the School District, and both parties recognize that teachers have the major role in direct contact with pupils.

Attainment of the objectives of the educational program conducted in the School District requires mutual understanding and cooperation between the Board and the teachers. To this end, good-faith negotiations between the Board and the Association with a free and open exchange of views are desirable.

Teaching is a profession requiring the possession of specialized educational qualifications, and the success of the educational program conducted in the School District depends upon the willing services of well-qualified teachers who are satisfied with the conditions provided by the Board.

The instructional process is the primary function of the school. School personnel should arrange their work to enhance this process insofar as possible.

Therefore the parties do agree as follows:

## ARTICLE I

### Definitions

- A. **Teacher**: The term "Teacher" as used in this agreement shall refer to all regularly assigned certificated employee(s) represented exclusively by the Association in the Appropriate Unit as defined in Article III, Recognition.
- B. **Board**: The term "Board" as used in this agreement shall mean the Board of Education of Bonneville Jt. School District No. 93 in the counties of Bonneville and Bingham and the State of Idaho.
- C. **Association**: The term "Association" as used in this agreement shall mean the Bonneville Education Association.
- D. **School District**: The terms "School District" and "District No. 93 Public Schools" shall mean Bonneville Jt. School District No. 93 in the counties of Bonneville and Bingham and the State of Idaho.
- E. **Superintendent**: The term "Superintendent" as used in this agreement shall mean the Superintendent of Schools of Bonneville Jt. School District No. 93 in the counties of Bonneville and Bingham and the State of Idaho. The Superintendent is the chief executive officer of the Board, and as such administers the affairs and programs of the School District as provided by law and Board policy.

- F. **School Year**: The term "school year" as used in this agreement shall mean the period of time from the opening of the schools of the School District in the fall, through the closing of the schools of the School District in the spring.
- G. **Professional Council**: The Professional Council shall be composed of the President and four (4) members of the Bonneville Education Association, and the Superintendent and four (4) persons designated by the Superintendent.
- H. **Executive Committee**: The Executive Committee is composed of the President, vice-president, secretary and treasurer of the Bonneville Education Association.
- I. **President**: The term "President" as used in this agreement shall mean the President of the Bonneville Education Association.
- J. **Designee**: The term "designee" is a person who is designated or appointed by the person named in the policy to fulfill the stated duties.

## **ARTICLE II**

### **Rights of the Board**

The Board is elected by the qualified electors of the School District as the governing body of the School District and as such possesses all powers delegated to a board of education or to a School District by the Constitution and the laws of the State of Idaho, together with the duties imposed thereby.

## **ARTICLE III**

### **Association Rights**

- A. **Recognition**: The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation for all certificated employees in the appropriate unit as long as the association represents a majority of members of the bargaining units.
- B. **Challenges**
  1. The Board agrees that the exclusive recognition shall continue during the life of this agreement unless challenges by another organization or a group of individuals wishing no representation. Organization(s) seeking recognition or persons seeking a vote to remove the current recognized organization shall submit a petition pursuant to paragraph 2.
  2. In order to consider a representative challenge valid, the board must receive a petition of challenge signed by at least 30% of the teachers of the District, not later than ninety (90) days prior to the expiration of the contract. A copy of the petition will be provided to the Association within five (5) days of its receipt.
  3. In the event of a valid challenge, a secret ballot election will be held within 15 (fifteen) school days and shall be conducted under rules mutually agreed to by the Board and the Association. Not more than one such challenge may occur during any one calendar year.

- C. **Appropriate Unit:** The appropriate unit shall consist of all certificated employees of the School District with the exception of: superintendent, assistant superintendent, full-time principals, assistant principals, substitutes, and other certified school district staff.
- D. **Exclusive Rights:** All rights and privileges granted to the Association under the terms and provisions of this agreement are for the exclusive use of the Association.
- E. **Nondiscrimination:** The Association shall continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status, and to equally represent all teachers without regard to membership in any teacher organization.
- F. **School Board Meeting Agenda:** The Board of Trustees will place on the agenda of each regularly scheduled meeting a report from the President/designee if notified one week before the meeting.
1. The President/designee will be given written notice of all regular and special meetings of the Board of Trustees together with a copy of the agenda or a statement of purpose of each meeting at least twenty-four (24) hours prior to the scheduled time of the meeting.
  2. Two (2) copies of all board minutes will be mailed to and placed in the mailbox of the President or posted on the School District website once they have been approved.
- G. **Policy Notification:** The Board and the Association acknowledge that the provisions of Board Policy No.1320 "Policy Adoption" as adopted on 9-14-83 and revised on 03-11-2009 apply. These provisions include notification to the President prior to changing or adopting Board policy and posting of the policy in the buildings.
- H. **Use of School Facilities:** The Association will have the right to use school facilities and buildings without cost as approved by the appropriate building administrator, provided that such meetings do not interfere with the normal operation of the school. The Association will reimburse the School District for any consumable materials used.
- I. **Use of School Mail, Electronic Means, and Bulletin Boards:** The Association will have the right to place notices, circulars, and other material on designated school bulletin boards, electronic means, and/or teachers' or administrators' mailboxes relating to Association business and not derogatory to the School District and/or its personnel.
- J. **Dues Deduction:** The Board agrees to deduct from teachers' salaries an amount to cover dues for the Association, the Idaho Education Association, and the National Education Association, as the teachers individually and voluntarily authorize the Board to deduct, and to transmit the amount so authorized to the Association.
- K. **President Visitations:** The President/designee shall be allowed to visit schools. To facilitate visits, the President/designee shall notify the building administrator/designee upon arrival at any school.
- L. **Association Meetings:** The President shall have power to call meetings of the teachers in a school or schools of the School District as deemed necessary, but shall arrange meetings in advance with the Superintendent and principal of the school or schools involved. Such meetings shall be held outside of school hours unless authorized by the Superintendent.

M. **Association Leave:** The President/Designee may request leave for Association business at the discretion of the superintendent/designee.

## ARTICLE IV

### **Teacher Rights**

- A. **Right to Organize:** Teachers have the right to join, or refrain from joining, any lawful organization for their professional or economic improvement and for the advancement of public education. Membership of a teacher in any organization shall not be required as a condition of employment in the School District.
- B. **Nondiscrimination:** The Board shall continue its policy of not unlawfully discriminating against any teacher on the basis of race, creed, color, national origin, sex, marital status, or membership in any teacher organization.
- C. **Teacher's Files:** All teacher permanent central office files shall be maintained under the following conditions:
1. All materials placed in the permanent central office teacher's file, or copy thereof, and originating within the School District, shall be available to the teacher at his/her request for inspection, under supervision of the School District administrative officer.
  2. Material originating within the School District, that is derogatory to a teacher's conduct, service, character or personality, shall not be placed in a teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.
  3. The teacher shall have the right to answer any material filed, and his/her answer shall be reviewed by the Director of Human Resources and attached to the file copy.
- D. **Just Cause:** No teacher's compensation shall be reduced without just cause. If a teacher is receiving additional compensation for the performance of additional duties, such additional compensation shall not be payable in the event the teacher is relieved of such additional duties. Whether or not just cause exists in any case shall be subject to the grievance procedure.
- E. **Teacher Assault Report:** Any teacher who is involved in any assault in connection with his/her employment shall immediately make a written report of the circumstances thereof to his/her principal. Copies of supplemental written reports shall be attached to any summons, complaint, process, information, indictment, notice or demand served upon him/her in connection with such assault within five (5) days after he/she has been served therewith. The final disposition of any such proceeding shall be reported.
- a. **Access to Information:** Teacher Assault Reports and supplemental written reports will be forwarded to the Board through the Superintendent's office. In the event civil or criminal proceedings are brought against the teacher, the Board will comply with any reasonable request by the teacher for information, relevant to the incident reported, in the Board's possession and not privileged by law or policy of the School District.

- b. **Legal Assistance:** If criminal or civil proceedings are brought against a teacher, alleging that he/she committed an assault in connection with his/her employment, such teacher, after making the reports described in Section E above, may request the Board's assistance in the preparation of the teacher's defense. Upon receipt of such request, the Board will instruct its attorney to consult with the teacher's legal counsel and cooperate with him/her in the preparation of the teacher's defense, insofar as the interests of the teacher and the School District are not conflicting.
- c. **Action by Employer:** Nothing in this article shall prejudice any action that the Board might otherwise take regarding the teacher's employment status.
- F. **Pupil Discipline Procedures:** The School District shall notify all teachers during the first week of the school year of the availability of copies of the School District procedures known as Code of Student Conduct. These copies will be available upon request. Prior to adopting any changes in the School District's Code of Student Conduct, the Board will refer proposed changes to a study committee constituted of administrators, patrons, and Association appointed teachers for review.
- G. **Classroom Visitations:** Procedures for classroom visitations by individuals and/or groups shall be in accordance with District Policy No. 4312 and accompanying procedure as adopted on 02-11-2004 and revised on 11-19-2008 which is attached as an addendum (Appendix F) for reference purposes only.
- H. **Public Concerns Procedure:** It is the intent of the School District and the Association that concerns are best dealt with through open and timely communication with appropriate staff members.
- Any concern involving a teacher shall first be addressed between the teacher and the concerned party. If the initial concern is expressed to an administrator or a counselor, the concerned party shall be referred to the teacher as soon as possible. The referral shall be made within ten (10) working days.
- Concerns that fail to be referred within the ten (10) working day period shall be disregarded. Anonymous concerns may be shared with the teacher, but shall not be a basis for disciplinary action of any kind or as a basis for evaluation of performance.
- If the parties are not able to resolve the concern, it will then be resolved in an administrator-mediated conference between the teacher and the concerned party within fifteen (15) working days.
- I. **Cooperating Teachers:** Serving as a cooperative teacher is a voluntary commitment.

## ARTICLE V

### Grievance Procedure

A. **Definitions:**

1. A "grievance" shall mean a complaint by a Teacher(s) that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this agreement, board policy, state or federal law. The term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Board is without authority to act.
2. An "aggrieved person" is a Teacher(s) asserting a grievance.

3. A "party in interest" is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.

**B. Purpose:**

1. Good morale is maintained, as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any Teacher(s) having a grievance, to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the terms of this agreement and Board policy. The Association shall have the opportunity to be present and to state its views at any level in the grievance procedure beyond Level One.

- C. Procedure:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If a grievance is filed which might not be finally resolved at Level Three under the time limits set forth herein prior to the end of the school year, and which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

**D. Levels:**

1. Level One: The grievance will first be discussed with the administrator who is responsible for the action or circumstances to which the grievance is addressed and if a particular administrator cannot be identified, the grievance will be discussed with the principal of the building.
2. Level Two: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) school days after the decision has been rendered at Level One or within fifteen school (15) days after the complaint was presented at Level One whichever is sooner. Such grievance shall then be filed by the Association with the Superintendent/designee within five (5) school days after receiving such written grievance.

The Superintendent/designees, will represent the administration at Level Two of the grievance procedure. The Superintendent/designee, will meet with the aggrieved person and/or representative in an effort to resolve the grievance; such meeting will take place within five (5) school days after receipt of the written grievance by the Superintendent. The Superintendent/designee, will provide the grievant with a written decision to the grievance within ten (10) school days after the Superintendent has heard the grievance. The decision will contain written rationale for the conclusions reached.

3. Level Three: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the Superintendent/designee, has heard the evidence, he/she may within five (5) school days request in writing that the Association submit his/her grievance to arbitration. If the Association deems the grievance meritorious, it may demand arbitration within fifteen (15) school days after receipt of the aggrieved person's request.
  - (a) Within ten (10) school days of submission of the grievance to arbitration, the parties shall request the regional office of the Federal Mediation and Conciliation Service suggest five (5) persons as potential arbitrators.
  - (b) Within ten (10) school days of the receipt of the list of potential arbitrators, the parties shall meet and select an arbitrator by alternately striking names from the list with the name remaining being the arbitrator. A toss of a coin shall determine which party strikes the first name.
  - (c) The arbitrator will have authority to hold hearings and make procedural rules.
  - (d) All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
  - (e) The arbitrator's report shall be submitted in writing to the Board and the Association representative(s) only, and shall set forth his/her findings of fact, reasoning, conclusions, and recommendations on the issues submitted. The arbitrator's recommendations shall be consistent with law and shall not add to, subtract from, or alter the terms of this agreement. His/her report shall be advisory only, binding neither on the Board nor the Association.
  - (f) Within five (5) school days after receiving the report of the arbitrator, the Board and the Association representative(s) will meet to discuss the report. No public releases may be made until after such meeting.
  - (g) The Board shall take official action on the report of the arbitrator not later than the next regularly scheduled meeting of the Board subsequent to the meeting in Section (e) above.
  - (h) The costs for the services of the arbitrator, including per diem costs, if any, plus actual necessary travel and subsistence expenses, shall be shared equally by the Board and the Association.
  - (i) Either party may request an official written and/or audio record of the testimony at the hearings. The party requesting a written and or audio record shall pay the costs thereof. If both parties request copies of such written and/or audio record, both parties shall share the entire cost.

**E. Rights of Teachers to Representation:**

1. Neither the Board nor any member of the administration shall make reprisals affecting the employment status of any teacher, any party in interest, any Association representative or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at any level of the grievance procedure by a person, or persons, of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at any level of the grievance procedure except at Level One.

**F. Miscellaneous:**

1. If, in the judgment of the Association, a grievance affects a group of teachers, the Association may submit such grievance in writing directly to the Superintendent/designee and the processing of such grievances may be commenced at Level Two. The Association may process such grievance even though the aggrieved persons do not wish to do so.
2. Decisions rendered at Level Two of the grievance procedure will be in writing setting forth the decisions and the reasons therefore, and will be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three will be in accordance with the procedure set forth in Section D-3.
3. All written and printed matter dealing with the processing of a grievance will be filed separately from the central office personnel files of the participants.
4. To facilitate operation of the grievance procedure, necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations, and other necessary documents will be jointly prepared and distributed by the Association and the Superintendent/designee. A copy of all such forms will be attached to the Master Agreement.
5. The Board agrees to make available to the aggrieved person and his/her representative, all pertinent information not privileged under law, in its possession or control and which is relevant to the issues raised by the grievance.
6. When it is necessary at Level Two or Level Three for a representative, or representatives, designated by the Association, to attend a meeting or a hearing called by the Superintendent/designee, during the school day, the Superintendent/designee shall notify the principal of such Association representatives, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
7. No grievance shall be recognized by the Board or the Association unless it shall have been presented at the appropriate level within thirty (30) school days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. If not so presented, the grievance shall be considered as waived, provided that no grievance shall be recognized at Level Two unless it shall have been filed with the Superintendent/designee within at least forty-five (45) days after the act or condition upon which it is based occurred.

## **ARTICLE VI**

### **Working Conditions**

- A. Regular School Day:** The regular day for teachers will consist of the following hours, including a regular 40-minute duty free lunch.

High School:	8 hour workday
Middle School:	7 ½ hour workday
Elementary School:	7 hour workday

Teachers are expected to begin approximately 20 minutes prior to the beginning of school.

Teachers, as a result of double sessions, split schedule or extended school days, will not be required to be on duty longer than the total number of hours of their regular day without compensation or compensatory time off, except as required for faculty meetings. The principal of each school building shall have authority to permit teachers divergence from the regular school day.

**B. Work Year:** The work year of teachers covered by the classroom teachers' salary schedule (other than new teachers who may be required to attend pre-session new teacher orientation meetings) shall not exceed 190 work days and:

1. One hundred Seventy-six (176) student/teacher contact days
2. Two (2) parent – teacher conference days
3. Three (3) professional workdays
  - (a) One (1) day before school start
  - (b) Two (2) additional days to be mutually agreed upon
4. Three (3) in-service days, to be mutually agreed upon by the Board and the Association as shown on the adopted school calendar.
5. Five (5) vacation days (paid holidays)
  - (a) New Year's Day
  - (b) Memorial Day
  - (c) Thanksgiving Day
  - (d) Christmas Day
  - (e) The fifth day to be determined by the Board of Trustees as shown on the adopted school calendar.
6. One (1) compensation day to be determined by the Board of Trustees, as shown on the adopted school calendar. (See Article VI, JJ)
7. Understanding that school calendars change from year to year, and allow for emergencies and unavoidable school closures, each grade level will exceed the state minimum hourly requirement by a minimum of twenty-six (26) hours.

**C. Additional Compensation:** Teachers shall be paid additional compensation for employment prior to or after the dates scheduled on the official school calendar. The compensation is to be determined on the basis of the current teachers' salary schedule (Appendix A) at the rate of one one-hundred-ninetieth (1/190) of the yearly schedule per day served beyond the regular school year.

**D. New Teacher Orientation:** Teachers assigned to new positions during the regular school year may be required to attend additional in-service orientation sessions with required expenses furnished by the School District.

**E. Duty-Free Lunch:** Teachers will have an uninterrupted, duty-free period of at least forty (40) minutes for lunch insofar as possible, except when emergencies or special events make it necessary to alter the schedule. Teachers shall be permitted to leave school grounds during their lunch periods. The principal/designee will be notified when a teacher plans to be out of the building during this time. While the Board agrees that teachers will not be assigned supervisory duties during the duty-free lunch, the Association agrees that certificated employees have a responsibility to assist the school administration to maintain order in the event of an emergency, and that this may require certificated employees to interrupt the duty-free lunch to undertake this responsibility.

**F. Preparation Time:**

1. **Secondary:** Teachers shall have a planning time each day during which they will not be assigned to any other duties except for emergencies or unusual scheduling problems. This planning time will be equal to a daily class period in length and be within the normal student day.
2. **Elementary:** An actual eighty (80) minutes per week of specialist provided preparation time shall be provided to each elementary teacher during the seven (7) hour scheduled workday.
3. **Purpose:** Preparation time shall be set aside exclusively for teacher use and shall not be used for faculty meetings or in-service programs.
4. Certificated employees shall not use preparation time for the conduct of personal affairs or business away from the school without the prior consent of the building principal.
5. Any administrative policy which provides for preparation time beyond the limitations cited in Article VI, Section A of this agreement shall be considered a violation of the Master Agreement and shall be discontinued.
6. Student contact time and teacher preparation time will be equivalent in all middle schools within the School District.

**G. Secondary Class Load:** The accepted and desirable teaching load for secondary teachers shall be five (5) periods on a scheduled six (6) period day, or six (6) periods on a scheduled seven (7) period day, or one (1) period less than the number of daily scheduled academic periods, or three (3) periods of the four (4) daily periods on an eight (8) period modified block schedule. This should include classes in not more than two (2) subject areas, nor more than three (3) teaching preparations, except in cases where unusual circumstances require other provisions.

**H. Absence of Principal:** If a teacher is placed in charge of a building during the absence of the principal from that building, the teacher may reasonably expect relief from one or the other of his/her assignments (either office or classroom) as the length of the principal's absence seems to require.

**I. Review Subjects:** The Board and the Association agree that matters concerning class size, flexible scheduling, maximum teaching load and other related subjects, are in need of continuing study and review. These will be taken up by the Professional Council for periodic review.

**J. School Calendar:** The President/designee will appoint one member to serve on the District Calendar Committee. The appointee will have equal voting right with other members of the calendar committee for any votes taken.

- K. Teaching Assignment in Individual Contract:** Teachers shall be issued a contract setting forth their specific teaching assignments and building assignments. Provided, however, that it is agreed and understood that the Superintendent may necessarily alter some assignments after the issuance of contracts by reason of changes in personnel, school enrollment, or other conditions beyond the control of the administration, occurring after the contracts are issued. Every effort will be made to minimize the frequency of this occurrence and notify teachers affected within thirty (30) days prior to beginning of school or as soon as possible.
- L. Teaching Assignments:** In order to assure that students are taught by teachers working within their areas of greatest competence, teachers shall not be assigned, except in accordance with the regulations of the State Board of Education and for good cause shown, to subjects or grades or other classes outside the scope of their teaching certificates of their major or minor fields of study.
- M. Non-teaching Duties:** When teachers are needed for non-teaching duties, such duties will be divided among all contracted staff within each building. Duties that affect more than one building will be divided between staffs from those buildings.
- N. Interschool Travel:** In arranging schedules for teachers who are assigned to more than one (1) school, an effort shall be made to limit the amount of interschool travel. Such teachers shall be notified of any change in their schedules as soon as practicable.
- O. Nondiscrimination in Scheduling:** Teaching schedules shall be made without regard to race, creed, color, national origin, sex, marital status, or membership in any teacher organization.
- P. Experience Factor:** Experience levels of teachers will be given consideration in terms of school, schedule, program or grade level assignments.
- Q. Use of Teacher Aides:** The Board and the Association recognize that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, the Board agrees to make an effort to establish policy concerning the following non-teaching duties through the use of teacher aides and part-time employees:
1. Non-teaching assignments, including but not limited to health services, supervision of study halls, corridors, playgrounds, cafeterias, streets and sidewalks, and buses.
  2. Driving of buses.
  3. Collecting money from students.
  4. Delivering books to classrooms, taking inventories, duplicating instructional and other materials, calculating attendance records, and other similar clerical functions.
- R. Transporting Pupils:** Teachers shall not be required to transport pupils at personal expense to activities which take place away from the school building.
- S. Use of Aides Study:** The Board and the Association agree that the efficient and effective use of teacher aides is an area that needs continuing study and investigation. This will be taken up by the Professional Council.
- T. Teacher Responsibility:** Teachers and/or administrators shall not abrogate any assigned responsibility regarding the above duties concerning the safety and welfare of the student.

- U. **Activity Responsibility:** Teacher responsibility during school activities to which they are assigned shall end only after the conclusion of the activity and not at the end of the regular school hours.
- V. **Extracurricular Activity Approval:** Teachers shall have administrative approval for all extracurricular or other activities away from school or at other than regular school hours for all activities involving students.
- W. **Instructional Materials:** All necessary curriculum resources required by the district for a course will be purchased by the district.
- X. **Special Material Needs:** Each school will continue to be provided funds to be used for the purchase of instructional materials that are not otherwise readily obtainable by the teacher or a department. Each teacher or department may request of the principal authorization for such items as specially needed in his/her class or department.
- Y. **Needs Study:** The Board and the Association agree that matters concerning instructional materials need continuing study and investigation. This will be taken up by the Professional Council.
- Z. **Budget Information:** Teachers will be informed of the approximate amount of funds budgeted for his/her class, and the principal and teacher shall collectively decide how the budget is to be set. Final budget adjustments are at the discretion of the principal.
- AA. **Classroom Facilities:** Each classroom will have the following facilities:
1. Space where teachers may safely store instructional materials and supplies, provided that the Board shall not be held to be the insurer of the teacher's personal belongings stored in such space.
  2. A desk and chair for each teacher, except in unusual circumstances.
- BB. **School Facilities:** Insofar as financially practicable and as expeditiously as possible, each school shall be provided with the following:
1. A workroom for teachers containing equipment and supplies to aid in the preparation of instructional materials.
  2. A furnished room to be used as a faculty lounge. Such room will be in addition to the aforementioned teacher workroom.
  3. Telephone service available to teachers which permits privacy of conversation.
  4. Space in the parking lot at each school reserved for teacher parking.
  5. Well-lighted and clean teacher restrooms.
- CC. **New Construction:** When new schools are constructed, they will include teacher facilities of the nature noted above.
- DD. **Professional Council:** The Professional Council shall conduct monthly meetings to discuss issues brought to it by the Association's building representatives. The council shall make recommendations to the Superintendent and the President for consideration.

**EE. Reduction In Force (RIF) Policy (Policy No. 5830):** The Board's policy concerning Reduction In Force will be incorporated in the Master Agreement as an appendix (Appendix E) for informational purposes only. This policy will not be altered, amended or changed without prior notice of at least one (1) Board meeting in advance to the President to provide input, suggestions, or criticism.

**FF. Class Size:** 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, and keep class size as small as possible.

The goal of Bonneville Jt. School District No. 93 is to follow the Idaho State Department of Education Standards and Recommendations for Elementary Schools. Secondary class size shall be consistent with the minimum requirements set forth in the "Standards for Accreditation of High Schools" as determined by the Northwest Association of Schools and Colleges.

The class size recommendations that the Board will endeavor to follow are for self-contained classrooms in elementary schools. Class size shall be as follows: kindergarten and 1st grade shall have 23 or fewer students; 2nd and 3rd grades shall have 26 or fewer students. No single classroom in grades four through eight shall exceed thirty-two (32) students. Classrooms should not exceed these numbers without the addition of a paraprofessional in the classroom.

The secondary recommendations that the School District will endeavor to follow are that the maximum teacher load for secondary schools shall not exceed the number of students as provided for in Standard IX - Teacher Load, Sections A and B, Manual for Northwest Association of Schools and Colleges. A copy of the manual containing the Northwest Association of Schools and Colleges Accreditation standards is maintained at the District office and at each secondary school for reference. The manual is also available through the Idaho State Department of education's web site.

Whenever a teacher believes that his/her class size is excessive or inequitable, that teacher may approach a committee of the Bonneville Education Association, who will hear the case and make recommendations to the Board. Prior to submitting recommendations to the Board, the committee agrees to meet with the Superintendent/designee to review the problems and suggested recommendations and seek satisfactory solutions. The School District Administration shall meet with the committee within ten (10) school days following official written notification by the committee. If the Superintendent/designee is unable to provide an acceptable solution, the matter will be considered by the Board not later than the next regularly scheduled Board meeting but not earlier than seven (7) school days from receipt of notice after the committee has met with the Superintendent/designee. In arriving at acceptable solutions, the Board will give consideration to the use of teacher aides, transfer of students, and staff assignments. The Board shall render its decision and notify the Association and the affected teacher(s).

**GG. Joint Finance Committee:** A committee consisting of two administrators and two BEA representatives mutually agreed upon by the Superintendent/designee and President will be established. This committee will receive monthly reports from the Director of Business Operations showing the budget and expenditures in all categories. This report will be provided to the committee the Friday before board meeting. The Director of Business Operations will regularly meet with the committee members at their request.

**HH. Extracurricular Compensation Committee:** The Extracurricular Compensation Committee, as defined in Appendix B paragraph 7, shall meet before March 1 of each year to discuss changes,

additions, deletions, recommendations on the number of stipends held by individuals, and deadlines for filling extracurricular positions. The committee's recommendations shall be presented to the Superintendent/designee and the President.

- II. Student Testing and Teacher Evaluation:** Teachers will have a working knowledge of student test scores and make an improvement plan to increase those scores. Student test scores will not be placed in the teacher's personal file. Test scores will be used primarily to improve the instructional processes.
- JJ. Compensation Time:** One full day of release time per year shall be scheduled by the District to compensate teachers for district sponsored school activities, such as Back-to-School Night, graduation, etc., that require teachers' attendance outside the normal contract day.
- KK. Collaboration Time:** The District and the Association agree to form a joint study committee comprised of three (3) District administrators chosen by the Superintendent, and three (3) teachers chosen by the Association, which will meet to make yearly recommendations to the calendar committee and the Superintendent for possible implementation during the following school year.

## ARTICLE VII

### Teacher Evaluation

- A. Evaluation Process:** Evaluation of a teacher's performance shall be conducted in accordance with acceptable personnel practices. The teacher will be fully informed by the principal as to how such evaluation shall be conducted. Evaluation of a teacher's performance shall be in accordance with Board Policy No. 5140 (Evaluation of Certificated Personnel). A copy of Board Policy No. 5140 and accompanying procedures shall be attached as Appendix G and is for information only. The evaluation policy and procedures shall not be altered without consulting with the BEA Executive Committee.
- B. Evaluation Report:** Teachers will be given a copy of any evaluation report and will discuss such report with the person preparing it before it is submitted to the permanent central office teacher's file. After such review, the teacher shall affix his/her signature to indicate that he/she is aware of the contents of the report.
- C. Extracurricular Activities Excluded:** Participation in extracurricular activities shall not constitute a valid basis for evaluating a person's classroom teaching performance.

## ARTICLE VIII

### Transfer and Vacancies

- A. Transfers:** A change in teaching positions from one (1) school to another, or change of assignment within the same school may be requested by the teacher affected, by the principal of the teacher's school, or may be initiated by the Superintendent and his/her staff. The approval of the Superintendent/designee is required.

1. The principle criterion for consideration of a request for transfer is whether or not the request will result in the best educational program for the School District. A request for transfer will not be granted if the teacher does not qualify for the existing vacancy.
2. The best educational program results from the selection of a school faculty which is well-balanced in terms of the teacher's qualifications, experience, certification, and competence. Careful consideration will be given to each of the above when filling vacancies. If more than one (1) teacher has applied for the same position, the teacher best qualified for that position shall be appointed. Qualifications being substantially equal, seniority in the School District shall control.

**B. Voluntary Transfer:**

1. Building administrators may fill vacant positions from within the building before posting the vacancy at the District Office. All transfers must have the approval of the Superintendent /designee.
2. Teachers who desire a transfer to another building shall file a request on the appropriate form (Appendix D) with the Superintendent/designee. If a transfer is to be made, the teacher and the administrators concerned will be notified in writing of the new assignment. Each request must be for a specific assignment or opening and be filed on a separate request form.
3. There will be no letters of intent or contracts offered to new teachers at any time until the openings are properly announced and interviews granted to teachers within the School District in compliance with the provisions of this article.
4. No assignments of new teachers in the school system shall be made until all pending requests for transfers have been processed as provided for in this article. If a teacher does not wish to be considered for vacancies which occur in the summer, the teacher must cancel his/her request in writing.
5. The preference, convenience, seniority, and professional qualifications will be utilized when a request for transfer is received. Interviews of the transferee shall include, i.e., administrators, team members, and/or department heads or other grade level or department teachers from the building involved.
6. Every teacher, within the School District, who applies for a position shall be interviewed by the building administrator.
7. Nothing in this article shall prevent a teacher from requesting a transfer at any time.
8. All requests for transfer on file in the Department of Human Resources shall be destroyed on October 31 of each year. All renewals or new requests for transfer must be filed on or after November 1 of each school year.

**C. Involuntary Transfer:**

1. Notice of transfer shall be given to teachers as soon as practicable and, under normal circumstances, no later than May 1 of each school year.

2. A transfer will be made only after a meeting between the teacher(s) involved and the Superintendent/designee, at which time the teacher(s) will be notified of the reasons thereof. In the event that the teacher(s) objects to the transfer, he/she may request in writing a hearing before the Board. The teacher(s) may request representatives of the Association to appear at the hearing.
3. A list of open positions in the school system shall be available to all teachers being transferred. When a choice of positions is possible, teachers may indicate an order of preference for appropriate consideration.
  - (a) Total seniority as a certificated staff member with the School District shall be the basis for transfer. Seniority within the meaning of this policy shall be based upon the number of years of most recent continuous employment by the School District. Although the School District has recognized the teaching experience outside the School District for placement on the salary schedule, it is the intent of this policy to determine seniority on the basis of most recent continuous employment with the School District. The application of this policy will affect those teaching under a non-continuing contract prior to affecting those teaching under a continuing contract.
  - (b) When teaching positions are eliminated and continuing contract teachers are displaced, each displaced teacher shall be offered a position(s) as close to his/her last position as possible, and be placed before any vacancies are advertised. The pool of positions offered will be those opened due to retirements, resignations and positions filled by one year contract teachers. No teacher in the pool will be offered a continuing contract until the continuing contract teacher is placed in a comparable position.
  - (c) When a teaching position within a school is to be lost due to loss of enrollment, the teacher being displaced in the building is to be that teacher having the least amount of continuous service in the School District. The procedure for involuntary transfers shall then be followed as stated in the Master Agreement. An official leave of absence that has been granted by the Board does not count as a year of service, nor does it count as a break in service. Further explanation of leave of absence is listed in Article IX, Leaves, Leave of Absence.

**D. Vacancies:**

1. The Superintendent/designee shall make known to the President and shall post in each building a monthly list of all known vacancies that occur and vacancies that are filled during the school year.
2. No outside appointment to fill a vacancy in the School District shall occur until ten (10) work school days after the vacancy has been advertised throughout the School District, as herein provided. The exception is vacancies occurring fourteen days prior to the first day of work for teachers through 30 days after the first day of school for students.
3. The Superintendent/designee shall post at the administrative office a list of all vacancies that occur during the summer months.

**ARTICLE IX**

**Leaves**

- A. **Sick Leave:** Each certificated employee will be entitled to sick leave with full pay for up to ten (10) days each year. When the effective date of appointment of a certificated employee is on or before the beginning school starting date, he/she will be given full credit for the annual sick leave. When the effective date of appointment occurs within the teaching year, sick leave shall be credited as follows:

September.....	Nine (9) Days	February.....	Four (4) Days
October.....	Eight (8) Days	March.....	Three (3) Days
November.....	Seven (7) Days	April.....	Two (2) Days
December.....	Six (6) Days	May.....	One (1) Day
January.....	Five (5) Days		

Unused sick leave will be accumulated from year to year.

1. Sick leave may be used in the event of illness by the certificated employee, the certificated employee's immediate family, and the certificated employee's spouse's immediate family (father, mother, brother, sister, son, daughter, husband, wife, or person living in the certificated employee's household).
- B. **Doctor's Examination:** In the event of absence of a teacher for illness or accident, the Superintendent/designee may, at the School District's expense, require an examination by a physician.
- C. **Additional Leave:** In the event that a teacher has used all his/her accumulated sick leave, he/she may request that the Board grant him/her additional leave without pay. The Board may require an examination by a physician, such examination to be at the School District's expense.
- D. **Accumulation During Leaves:** Previously accumulated sick leave days will be restored to all reappointed continuing contract teachers and administrators on leave granted by the Board.
- E. **Family and Medical Leave Act of 1993 (FMLA):** The School District will comply with the Family and Medical Leave Act of 1993 (FMLA) as it relates to all employees of the School District. At the time the teacher makes use of accumulated sick leave from years past, the Family and Medical Leave Act of 1993 begins. This Act applies to the needs of employees to provide care for family members and themselves in the face of serious health problems, or to attend to a newborn infant or a child placed for adoption or foster care. The development of a high-performance workforce is based on strong, stable working relationships, relationships that are incompatible with the risk of job loss because of illness or a family medical crisis.
1. A teacher who is pregnant shall be entitled, upon giving notice as hereinafter provided, to a leave without pay to begin any time after the commencement of her 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 her desire to take such leave, and except in the case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall be permitted to continue in active employment as late into the pregnancy as she desires provided she is able to perform her required functions. A teacher, having taken such leave and requesting to return to full-time employment, may be denied

such full-time employment for the balance of that contract year in those cases where the School District has contracted for a replacement for the balance of said year.

2. Paternity leave for a period of twelve (12) weeks upon a written ten (10) day notice during the first year after the child's birth will be granted.
3. A teacher adopting an infant child or becoming a foster parent shall be entitled, upon request, to a leave to commence at any time during the first year after receiving a de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption or foster care.
4. If a teacher notifies the Superintendent of the desire to return to active employment after a leave, said teacher shall be assigned to the same position at the beginning of the following contract term which the teacher held prior to the leave, or if that position is no longer available, to a position commensurate with certification endorsements.
5. Benefits: For the first twelve (12) weeks of family leave, the employer shall maintain employment benefits.

**F. Use of Sick Leave During Pregnancy:** Teachers shall be entitled to use accumulated sick leave for those days in which the teacher is incapable of performing normal teaching duties due to conditions caused by pregnancy and/or childbirth or recovery there from. A physician's statement concerning the condition of the teacher and the ability to perform work will be furnished by the teacher upon request of the School District. The School District shall have the discretion of asking for a second physician's statement in cases where this leave is requested. The use of sick leave for this purpose is limited as described, and is not intended for use in lieu of leave without pay.

**G. Sick Leave Bank:** In addition to the above provisions covering sick leave the following sick leave bank provisions shall be in effect:

1. Each employee in the School District eligible to receive sick leave benefits may participate in the Sick Leave Bank. To participate, each employee shall 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 employees 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.
2. Application for use of the Sick Leave Bank shall be submitted to the Sick Leave Bank Committee for their recommendations. 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 it has been made. The committee may request a second opinion from a doctor of their choice which would be paid for by the School District.
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 Executive Committee and the Board. After complete review of the application, the Sick Leave Bank Committee shall have the authority to make final decisions within the guidelines as to the disposition of the case.

4. In order for an employee to be eligible to join and to apply for sick leave benefits from the Sick Leave Bank, the employee must: (1) be a contributor to the Sick Leave Bank, and (2) have been absent from work due to illness or accident for: (a) all his/her accumulated sick leave and personal leave days, and (b) have illness or injury that will require more than ten (10) additional days.
5. When joining the Sick Leave Bank, each participating employee shall contribute two days, at a rate of one full day per year for two years of his/her accumulated sick leave to the bank. To keep the Sick Leave Bank solvent, the Sick Leave Bank Committee may ask for additional days from participating employees. Participants, who choose not to contribute the additional days, shall be dropped from the sick leave bank.
6. The maximum number of days that may be granted in any one (1) fiscal year will be ninety (90) working days and will be reviewed by the Sick Leave Bank Committee on a case by case basis.
7. The number of sick leave days granted shall not exceed the number of days absent from work due to illness, or injury, or accident. Whenever an employee has been sick for a continuous incident lasting ten (10) working days beyond his/her accumulated sick leave, the committee may allow retroactive coverage for five (5) of the ten (10) days.
8. Following the use of any days from the Sick Leave Bank, the employee will be required to repay the Sick Leave Bank at the rate of one (1) day per year until said individual repays days in full or leaves the School District.
9. Sick Leave Bank grants to individuals 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 an employee does not use all of the days granted by the Sick Leave Bank, the unused sick leave days will be returned to the Sick Leave Bank.
10. The Sick Leave Bank, chaired by the Director of Human Resources (who shall vote only in the case of a tie), shall consist of two (2) members appointed by the President, two (2) members appointed by the Superintendent/designee, and two (2) classified employees with one appointed by the President and the other appointed by the Superintendent/designee. Each member of the committee must be a contributing member of the Sick Leave Bank. The committee shall develop and distribute rules and procedures for the orderly administration of the Sick Leave Bank not inconsistent with the terms of this agreement.

**H. Temporary Leaves:** Teachers shall be granted the following temporary leave of absence with pay during each school year. Such leave of absence shall not be cumulative from year to year with the exception of the personal leave/sick day combinations as described herein. (Section H, Part 1)

1. Personal Leave: three (3) days of leave with full pay during each school year can be used for any reason deemed necessary by the professional employee. If in a given school year, the professional employee uses two (2) or fewer sick leave days, the following school year said employee shall be given five (5) personal leave days. A list of all employees eligible for increased personal leave days will be given to each building administrator by September 1<sup>st</sup> of each school year. Those professional employees accumulating five (5) personal days are subject to all conditions currently included in Article IX, Section H, Part 1. Leave under this section may be taken upon the following conditions being met:

- (a) Substitute teachers are available on reasonable notice.
- (b) Advanced lesson planning for substitutes is completed

In the event a teacher does not use any or all personal leave days, he/she will be reimbursed in his/her July payroll in an amount equal to the rate of pay for certificated substitute teachers for each unused personal leave day.

- 2. **Bereavement Leave:** In the event of a death in the teacher's or teacher's spouse's immediate family (father, mother, brother, sister, son, daughter, husband, wife, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, stepfather, stepmother, stepchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or person living in the teacher's household), up to five (5) days of bereavement leave may be taken for each incidence.
- 3. **Obligatory Leave:** The teacher shall be granted time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system or in any other legal proceedings if the teacher is required by law to attend.

- I. **Leave of Absence:** The Board agrees that continuing contract teachers may be granted leave of absence for up to one (1) year for reason of travel experience, military service, caring for members of the immediate family (father, mother, brother, sister, son, daughter, husband, wife, or persons living in the teacher's household) or other extenuating reasons upon application to the Board and with Board approval, except in the case of a medical emergency. The Board may, in exceptional cases, choose to grant an additional year of leave at their own discretion. Teachers with non-continuing contracts may request a leave of absence before the Board. The Board may act upon such a request at their own discretion.

Upon written application to the Board, teachers shall be given an educational leave of absence for up to one (1) year to enroll as a student at the university level, or to pursue other educational programs agreed upon by the Board. Teachers granted such leave of absence shall, on return, be offered their former position or a similar position in the same grade level. Teachers on educational leave shall receive no compensation from the School District during such leave, but shall be entitled to maintain insurance benefits by assuming the cost of the premiums. All rights of tenure, retirement, accrued sick leave, salary increments, and other benefits provided herein shall be preserved and available to the professional employee upon his/her return to the School District.

- J. **Professional Development Leave:** The building principal may grant permission for teachers to attend professional development activities without loss of pay. The building principal may consult the Superintendent/designee. Professional development leave shall include the following:
  - 1. Professional growth
  - 2. Mentoring Assistance
  - 3. Peer Assistant Observations
  - 4. District Sponsored Staff Development
  - 5. Other

- K. **School Business Leave:** The building principal may grant permission for teachers to attend school-related activities without loss of pay. The building principal may consult the Superintendent/designee. School business leave shall include the following:
  - 1. Athletics
  - 2. Extracurricular Activities

3. Professional Associations
4. Curriculum Committees
5. School Sponsored Staff Development
6. Other

**L. Jury Duty:** The teacher who receives a notice to report for or in connection with jury duty which necessitates the absence from regular scheduled teaching duties shall notify the building principal as soon as reasonably possible. If any teacher is summoned and reports for jury duty, he/she shall be paid the difference between the amount he/she receives as a juror and a normal day's pay, provided he/she becomes available for work within his/her regular work scheduled when not occupied for jury duty. It is understood and agreed that a teacher shall be required to report to work on any and all days when he/she is not summoned in connection with jury duty.

To be eligible for jury duty pay differential, the teacher must furnish the employer with a written statement from the appropriate public official listing the amount and the dates he/she receives pay for jury duty.

**M. Military Leave:** A certificated employee who receives notice to report for or in connection with his/her military responsibilities which necessitates his/her absence from regular-scheduled duties shall notify the building principal or Superintendent/designee as soon as reasonably possible.

If the monthly compensation received for his/her military service is less than his/her regular monthly compensation then he/she shall receive a pay differential from the School District, not to exceed thirty (30) days in any school year without review.

To be eligible for the pay differential, the certificated employee must furnish the School District with a written statement from the appropriate military agency listing the amount he/she receives and the dates he/she receives payment for military services.

## **ARTICLE X**

### **Professional Compensation**

- A. Salary Schedules:** Teachers shall be paid according to the current Salary Schedules 1 and 2 which are attached to this agreement as Appendixes A and B and made a part of this article by this reference.
- B. Extracurricular Activities:** Teacher participation in extracurricular activities identified in Appendix B shall receive additional compensation in accordance with the applicable provisions of Schedule 2 (Appendix B).
- C. Parity Statement:** The Board acknowledges that disparity in compensation for teachers with surrounding districts is undesirable. The School District will make every effort to avoid significant disparity in teacher compensation and to maintain teachers' compensation comparable to the surrounding districts.
- D. Extra-Duty Hourly Wage:** Present practices and policies concerning extracurricular compensation for duties beyond the regular contracted school day and beyond the regular contracted services of teachers covered by this policy shall continue in effect at the rate of not less than \$2.00 per hour for each hour, or part of an hour exceeding one-half time, served.

- E. **Study Committee:** The School District and the Association may form a joint study committee charged with exploring the possible development of an alternative compensation plan. The Study Committee, chaired by the Superintendent/designee, shall consist of two (2) members appointed by the President, and two (2) members appointed by the Superintendent/designee. (Adopted 2004)
  
- F. **Monthly Pay Date:** Salaries shall be paid on the 20th of each month, except for extreme conditions which prohibit such payments.
  
- G. **Gain Sharing:** In any given year in which the Public Employee Retirement Board grants “Gain Sharing” as defined in Idaho Code 59-1309, the School District agrees to discuss the use of this money with a joint committee from the Association and the District.
  
- H. **Legislative Appropriations:** In the event that the legislature makes an appropriation for one-time employee salary compensation, the Professional Council will meet to discuss the anticipated dollar amount to be received, the calculation of benefits, and the method of distribution. Such meeting shall occur within twenty (20) working days of formal notification from the State Department of Education. Distribution of funds will occur within 20 working days after the receipt of the actual funds. If the funds received do not match anticipated funds, the Professional Council will reconvene.

## **ARTICLE XI**

### **Fringe Benefits**

#### **A. Fringe Benefits/Cafeteria Plan:**

1. The School District shall provide for each full-time employee the following:
  - (a) Employee major medical insurance: equivalent coverage shall be maintained if a new carrier is selected during the contract year.
  - (b) Family dental insurance: equivalent coverage shall be maintained if a new carrier is selected during the contract year.
  - (c) A \$50,000 group life policy: equivalent coverage shall be maintained if a new carrier is selected during the contract year.
  - (d) A Long Term Salary Protection (Disability) Insurance program, a Vision Insurance program, and a Cafeteria/Flexible Compensation program.
  
2. The School District shall provide for individual monthly insurance increases of up to ten percent (10%) per year. If the increase exceeds ten percent (10%) per year, the excess shall be negotiated.
  
3. The School District shall establish a Cafeteria/Flexible Compensation plan for all certificated employees and governed by the attached Appendix C-1, C-2, and Endorsements. All cafeteria benefits shall be handled by salary reduction. The optional benefits offered in the cafeteria plan shall be:

- A. Premium Only Plans
  - Major Medical Insurance
  - Cancer Insurance
  - Income Protection/Disability
  - Other policies to be determined by the School District Insurance Committee and as allowable by Law

- B. Flexible Compensation
  - Medical Reimbursement
  - Dependent Child Care

- 4. Coverage in the fringe benefit plan shall begin on the effective date of this contract and continue for the duration of said contract. The cafeteria plan shall begin on October 1, with the plan year ending September 30.
- 5. Carriers and plans for the cafeteria plan shall be mutually determined by the School District and the Association.

**B. Return of Insurance Premium(s):** In the event the insurance carrier rebates a portion of premiums to the District, the Professional Council will meet to discuss the anticipated dollar amount to be received, the calculation of benefits, and the method of distribution. Such meeting shall occur within twenty (20) working days of formal notification from the insurance carrier. Distribution of funds will occur within 20 working days after the receipt of the actual funds. If the funds received do not match anticipated funds, the Professional Council will reconvene.

**C. Insurance Coverage Bids:** It is agreed by the School District and the Association to call, from time to time, for bids for group insurance of the kind or kinds noted above and that such coverage shall be purchased in agreement of the two (2) parties, insuring the teacher the best possible coverage at the lowest possible cost.

**D. Nondiscrimination in Bids:** The Board and the Association further agree that no bias shall be operative in choosing or selecting any bid mentioned above, except where such bias is applied to all submitting bids in equal manner, and that terms and conditions of selection of such bids shall be advertised in advance to those submitting such bids.

## ARTICLE XII

### Negotiations Procedure

**A. Annual Negotiations:** Upon request by the Association to the Board, or by the Board to the Association, the Board and Association will negotiate as provided in this article. Contracts for the next school year shall be issued during May of each year, and if negotiations are not completed, the contracts shall contain a statement that they will be adjusted to conform to any collective bargaining agreement reached between the parties. The Association and the Board specifically agree that the above provisions do not alter the rights and responsibilities created by and attaching to notices to hire or to accept employment as provided for under Idaho law and further agree that members of the Association who have given notices of intent to contract acknowledge responsibility under the provisions of Section 33-1214 of the Idaho Code providing for release from contract.

The Board and the Association agree that the following Articles and Appendixes shall be updated each year during negotiations:

1. Article XI-A, Fringe Benefits/Cafeteria Plan
2. Article XII-A, Annual Negotiations Update List
3. Article XV, Effective Dates and Duration
4. Appendix A, Salary
5. Appendix B, Stipends
6. Appendix C, Cafeteria Plan Certified Personnel

**B. Initiating Negotiations:**

1. Written requests for negotiations between the Board and the Association may be submitted on such matters concerning teachers' salaries, wages, hours, and conditions of employment as the parties from time to time may agree to negotiate. The parties will negotiate Article XI Fringe Benefits and Salary annually, and will negotiate ten (10) items each on even numbered years (1992, 1994, etc.). Proposals shall be mutually exchanged by both parties at the initial negotiations session.
2. A written response will be made within ten (10) days of the receipt of any such written request.
3. Negotiations mutually agreed upon will be conducted at times and places mutually agreeable to the negotiators named by each party; provided that the first meeting shall be held within ten (10) days of such written response.

**C. Conducting Negotiations:**

1. During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.
2. As of the time they are made available to the Board, the Board will provide the Association with a Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting teachers' salaries, wages, hours, and conditions of employment.
3. Either party may, if it so desires, utilize the service of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
4. If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties without loss of pay.
5. Any recommendations of joint study committees which impact the Master Agreement shall be negotiated between the District and the Association.
6. Negotiations shall be conducted in open session, unless both parties agree to the contrary. Either of the chief negotiators retains the right to clear the room of media representatives.
7. The parties agree to bargain in good faith.

#### **D. Adopting Agreements**

1. Negotiated tentative agreements reached will be recorded in written form and have conditional approval of both parties pending the public hearings on the proposed budget for the ensuing fiscal year. After adoption of such budget, and after ratification by the Association and the Board, the final agreement will be signed by the Association and then the Board.
2. After the budget hearings have commenced, negotiations may be reopened as a result of such hearings. In that event, they shall resume no later than the Monday following the next regular Board meeting and shall conclude no later than the last Monday of the same month. These dates may be modified by mutual consent.
3. To encourage the timely completion of negotiations, the School District and the Association agree that federal mediation will automatically be requested for the 10th day of May each year (or the preceding Friday if the 10th falls on Saturday or Sunday). This date will only be delayed on the mutual written consent of both parties.

#### **E. Mediation:**

1. If, after a reasonable period of negotiation, either party declares that a dispute exists concerning unresolved items, mediation under the auspices of the Federal Mediation and Conciliation Service or other available services shall be utilized to help resolve the dispute.
2. Notification: Within five (5) days after declaration of the dispute, the Board and Association shall request the Federal Mediation and Conciliation Service to provide a mediator in an attempt to settle the remaining disputed issues.

#### **F. Fact-Finding**

1. If the mediation described in Section E has failed to bring about agreement on all issues, either the Board or the Association may request that the issues which remain in dispute be submitted to a fact finder. In the event that the parties are unable to agree on a fact finder, the fact finder shall be selected in the manner provided in Idaho Code 33-1275.
2. The fact finder will have the authority to hold hearings and make procedural rules.
3. All hearings by the fact finder shall be held in closed session and no news releases shall be made concerning progress of such hearings.
4. Within a reasonable time after the conclusion of such hearing, the fact finder shall submit a report in writing to the Board and the Association only, and shall set forth in the report his/her findings of fact, reasoning, and recommendations of the issues submitted. The report shall be advisory in nature and binding neither on the Board nor the Association.
5. Within five (5) days after receiving the report of the fact finder, the Board and the Association will meet to discuss the report. No public release shall be made until after such meeting.
6. The respective parties shall take official action on the report of the fact finder no later than fifteen (15) days after the meeting described in part 5 above.

7. To the extent that tentative agreement is reached on the issues in dispute as a result of such fact-finding, the procedures provided in Section D shall apply.
8. The costs for the services of the fact finder, including per diem expenses, shall be shared equally by the Board and the Association.
9. Either party may request that an official stenographic record of the testimony taken at the fact-finding hearings be made and a copy of any transcript shall be provided to the fact finder. The party requesting a stenographic record shall pay the costs thereof except that if the other party requests a copy of any transcript, it shall share the entire cost of making the stenographic record.

**G. Joint Study Committees:**

1. The negotiators are empowered to create joint study committees.
2. Consultants may be used if deemed necessary by either party.
3. If meetings of joint study committees are scheduled during the regular school day, members of such committees shall be released from their regular duties without loss of pay.
4. Recommendations and reports of joint study committees will be submitted to the Superintendent/designee and President/designee and are advisory in nature.
5. Upon completion of its study and submittal of a written report of the subject assigned to it, a joint study committee shall be considered dissolved, and once dissolved, no such committee shall be reactivated except by mutual consent of the Negotiators and the Board.
6. The above statements do not preclude the creation of any committee authorized by the Association or the Board to conduct an independent study on any subject.

## **ARTICLE XIII**

### **Professional Development**

- A. Professional Development:** The School District shall have a Professional Development Committee. The Committee will meet quarterly. The Committee, chaired by the Director of Curriculum and Instruction, shall consist of three (3) members appointed by the President, and three (3) members appointed by the Superintendent/designee.

The duties of the Committee shall be to promote staff development and to provide leadership for planning and implementation for professional development activities. The priorities for the Professional Development Committee shall be:

- to insure compliance with Idaho Code 33-514;
- to help ensure the establishment, continuity and viability of building professional development committees;
- to assist, when possible, in the delivery of in-service workshops, credits courses, and other professional development activities;
- to assist the School District in determining professional needs; and

- to assist in the coordination of professional development activities within the School District

**B. National Board Certification:** For those teachers earning initial National Board Certification after June 30, 2005, the District will award the teacher \$500 in recognition for excellence in teaching.

## ARTICLE XIV

### Miscellaneous Provisions

- A. Board Policy:** This agreement constitutes Board policy. The Board and the Association will carry out the commitments contained herein and give them full force and effect.
- B. Retirement System:** No policy shall in any way be interpreted as affecting or changing the provisions of the retirement plan of the School District or State of Idaho now in effect or any of the policies, rules, or regulations made pursuant to said retirement plan.
- C. Changes:** No change, rescission, alteration, or modification of this agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing.
- D. Governance:** This agreement shall be governed and construed according to the Constitution and Laws of the State of Idaho.
- E. Application:** Provisions of this agreement shall apply to all Teachers (Article I.a., definition Teacher) of the School District who hold a valid Idaho certificate, as required, to serve in their assigned position or positions.
- F. Effect:** In case any direct conflict between the express provisions of this agreement and any Board or Association policy, practice, procedure, custom, or writing not incorporated in these policies, the provisions of these policies shall control.
- G. Savings:** The Board and the Association recognize that the Board has certain powers, discretions, and duties that, under the Constitution and Laws of the State of Idaho, may not be delegated, limited, or abrogated by agreement with any party. Accordingly, if any provision of this agreement, or any application there of to any teacher covered hereby shall be found contrary to law, such provision of application shall have effect only to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.
- H. Expiration:** If the Association continues as the exclusive negotiating representative of teachers for additional periods of time under procedures approved by the Board, this agreement shall automatically be extended for such additional periods of time; otherwise, it shall expire as of the date that the Association's representation of teachers shall terminate.

**ARTICLE XV**

**Effective Dates and Duration**

- A. **Effective Dates:** This agreement shall be effective upon July 1, 2009, and shall remain in full force and effect until June 30, 2010.
  
- B. **Reopener Clause:** This agreement will be automatically renewed and be continued in full force and effect for additional periods of one (1) year unless the Board or the Association gives notice to the other party of its desire to reopen certain provisions of this agreement and/or to add to this agreement, and to negotiate over the terms of those provisions or additions. The notice to reopen shall name those provisions.
  
- C. **Agreement:** This agreement by and between the Association and the Board is signed and adopted this \_\_ day of \_\_, 2009.

By: \_\_\_\_\_  
Chairman, Board of Trustees  
Bonnevile Jt. School District No. 93

By: \_\_\_\_\_  
President  
Bonnevile Education Association

Attest:

\_\_\_\_\_  
Clerk  
Bonnevile Jt. School District No. 93

\_\_\_\_\_  
Negotiations Spokesperson  
Bonnevile Education Association

**APPENDIX A**

**Salary Schedule**  
**Reference: Article X**

**Bonneville Joint School District No. 93**  
**2009-2010 Salary Schedule with #31,750 Minimum**

Yrs of Service	B.S.				B.S. +45		B.S. +54		B.S. +63		EdS/Phd	
	B.S.	B.S. +9	B.S. +18	B.S. +27	M.A.	M.A. +9	M.A. +18	M.A. +27	M.A. +36			
1	26,100	26,961	27,851	28,770	29,720	30,700	31,713	32,760	33,841	34,958	36,111	37,375
2	26,961	27,851	28,770	29,720	30,700	31,713	32,760	33,841	34,958	36,111	37,375	38,683
3	27,851	28,770	29,720	30,700	31,713	32,760	33,841	34,958	36,111	37,375	38,683	40,037
4	28,826	29,777	30,760	31,775	32,823	33,907	35,025	36,181	37,448	38,833	40,115	41,439
5	29,835	30,819	31,836	32,887	33,972	35,093	36,251	37,448	38,683	40,037	41,439	42,889
6	30,879	31,898	32,951	34,038	35,161	36,322	37,520	38,758	40,037	41,439	42,889	44,390
7	31,960	33,014	34,104	35,229	36,392	37,593	38,833	40,115	41,439	42,889	44,390	46,299
8	33,078	34,170	35,297	36,462	37,666	38,909	40,192	41,519	42,889	44,390	46,299	48,290
9	34,236	35,366	36,533	37,738	38,984	40,270	41,599	42,972	44,390	46,299	48,290	50,366
10	35,708	36,887	38,104	39,361	40,660	42,002	43,388	44,820	46,299	48,290	50,366	53,036
11		38,473	39,742	41,054	42,409	43,808	45,254	46,747	48,290	50,366	53,036	
12				42,819	44,232	45,692	47,200	48,757	50,366	53,036		
13				45,088	46,576	48,113	49,701	51,341				

Salary amounts in the shaded cells will be paid \$31,750 according to Idaho State Code 33-1004E

Placement and/or advancement on the salary schedule are as follows:

- a. Evidence of training and experience must be provided by the teacher.
- b. Change in status must include an application and evidence of completion of the course(s) and be filed with the District Office no later than September 5 of the year in which the change is to be effective.
- c. No retroactive payment will be made.
- d. All credits must be earned at an accredited college or university and verified by official transcripts.
- e. Credits earned more than seven (7) years prior to the current year are not applicable toward advancement to an interim step.
- f. Advancement beyond the B.A. or M.A. column is dependent upon SEMESTER hours earned AFTER receiving the degree.

- g. Not more than nine (9) upper division semester hours applicable to the teaching assignment may be applied toward salary schedule advancement. With prior District Approval, up to nine (9) lower division semester credits may also be applied toward advancement on the salary schedule with a starting date of June 1997, or end of Summer semester/quarter. All additional credits registered for advancement must be at the graduate level.
- h. All credit applied for advancement beyond the B.A. Degree must be approved credit in the area of the teacher's expertise.
- i. Recertification reimbursement shall be provided for each certificated employee of the School District. This reimbursement shall be in the sum of \$300.00 paid to the employee at the time his/her renewed certificate and copies of official transcripts are submitted to the School District. Certified employees must have recertification filed at the School district office by September 1 of the year of recertification.

The following fringe benefits are provided monthly by the District in addition to the above salary schedule:

Single Medical Insurance	\$493.40
Family Dental Insurance	\$71.11
Vision	\$8.90
Life Insurance--\$50,000	<u>\$10.50</u>
Total	\$583.91

Insurance Programs: The School District will continue to pay the premium for the negotiated insurance programs. The School District will provide payroll withholding for supplemental life insurance and spouse and dependent coverage at no cost to the School District, and as the carrier allows.

## **APPENDIX B**

### **Salary Schedule 2** **Reference: Article X**

Teachers assigned extra duties listed in this extracurricular schedule by the administrator of their respective schools shall be paid in accordance with the provisions of this stipend schedule established below:

1. A "stipend" shall be defined as "compensation" which is received for supervision of extracurricular activities.
2. No teacher may hold more than two (2) of these positions during the school year, unless the school administration cannot fill the positions with adequately trained personnel and approval is received from the Board to allow an exception.
3. The stipend shall be paid only for the position it supports, and if not used, it will not be transferable for other uses.
4. Positions which are not utilized may be reinstated upon the recommendation of the building principal and the approval of the Superintendent and the Board of Trustees.
5. Each year, the stipend salary schedule shall be created as follows:
  - (a) The base figure for the stipend schedule shall be obtained from the BS lane of the preceding year's contracted salary schedule and shall be used to compute a schedule from which teachers are compensated.
  - (b) There shall be 10 steps on the schedule for experience, each based on the 10 steps of the BS lanes of the previous year's contracted salary schedule. One step will be granted for each year of experience up to a maximum of 10 years experience.
  - (c) Each percentage is to be based on the BS lane of the previous year's contracted salary schedule.
6. The following guidelines manage placement on the stipend schedule:
  - (a) Position and allowable experience will be the factors in determining the exact placement on the stipend schedule.
  - (b) If an assistant coach moves to a head coach position in the same sport, he/she will be placed one (1) step less on the head coach schedule than he/she was on the assistant schedule.
  - (c) If an assistant coach moves to the head coach of another sport, entry will be at the beginning of the stipend schedule.

- (d) Experienced coaches entering District 93 will be given placement on the stipend salary schedule according to their experience in public schools. Their experience must be in the area they will coach.
7. An Extracurricular Pay committee shall be established on an annual basis which shall consist of the following:
- Three (3) Administrators
  - One (1) High School Teacher
  - One (1) Middle School Teacher
  - One (1) Elementary Teacher

A quorum consisting of at least four (4) of the six (6) members must be present in order to conduct business. The teachers on the committee will be appointed by the Association.

The responsibilities of the committee will be to:

- (a) Review annually the comparative relationship, equity and balance between all extracurricular assignments, making recommendations to the Board of Trustees where adjustments are deemed necessary for action.
  - (b) Make recommendations to the Board of Trustees on the creation, deletion, and compensation rate changes of extracurricular positions. All new positions may be added at a 1% rate for one (1) year without inclusion in the Master Agreement. Those positions not added to the Master Agreement within one (1) year shall be eliminated.
  - (c) Report recommendations to all parties involved in annual negotiations.
  - (d) Create/update job descriptions for all extracurricular positions before the end of the 2005-2006 school year.
8. Requests for stipend adjustments must be submitted to the Human Resources Office before the final day of the first semester. Forms are available through your building administrator or from the Human Resources Office.
9. Department chairs at the high schools will be paid at 4% of the B.S., step one (1). One step will be granted for each year of experience up to a maximum of 10 years experience beginning with the 2005 – 2006 school year.
- (a) Department chairs shall be assigned by the respective building administrator. The School District office shall be notified of such appointment by the building administrator. Such appointments shall be made from time to time as deemed necessary by the school administrator.
10. Team leaders at the middle schools will be paid at 4% of the B.S., step one (1). One step will be granted for each year of experience up to a maximum of 10 years experience beginning with the 2005 – 2006 school year.
- (a) Team leaders shall be assigned by the respective building administrator. The School District office shall be notified of such appointment by the building

administrator. Such appointments shall be made from time to time as deemed necessary by the school administrator.

11. Contracts for all extracurricular assignments shall be issued by June 1<sup>st</sup> for the upcoming year.
12. The following duties shall be paid in accordance with the stipend schedule for the current year as created in paragraph 5, above.

**High School: (Grades 9-12)**

<b><u>Athletics:</u></b>	<b><u>Percent of Base Salary</u></b>
Athletic Trainer (1) certified (ATC and Licensed by the State Board of Medicine)	11.0% per season (3 season max)
Non-certified	8% per season (3 season max).
Baseball Head Coach	10.6%
Baseball – Assistant Coach (1)	6.8%
Baseball—Boy’s Head JV	6.8%
Baseball – Boys’ Head Ninth Grade (1)	6.8%
Basketball – Boys’ Head Varsity Coach (1)	13.1%
Basketball-- Boys’ Assistant Varsity Coach (1)	8.6%
Basketball – Boys’ Head JV Coach (1)	9.6%
Basketball – Boys’ Head Ninth Grade Coach (1)	8.6%
Basketball – Girls’ Head Varsity Coach (1)	13.1%
Basketball – Girls’ Assistant Varsity Coach (1)	8.6%
Basketball – Girls’ Head JV Coach (1)	9.6%
Basketball – Girls’ Head Ninth Grade Coach (1)	8.6%
Cross Country – Head Coach (1)	7.7%
Cross Country – Assistant Coach (1)	4.1%
Football – Head Coach (1)	13.1%
Football – Assistant Coach (10)	8.6%
Golf – Head Coach (1)	7.3%
Golf – Assistant Coach (1)	5.2%
Soccer – Boys’ Head Coach (1)	11.0%
Soccer – Boys’ Assistant Coach (1)	8.0%
Soccer – Girls’ Head Coach (1)	11.0%
Soccer – Girls’ Assistant Coach (1)	8.0%
Softball – Head Coach (1)	10.6%
Softball – Assistant Coach (1)	6.8%
Softball – Head JV Coach (1)	6.8%
Softball - Girl’s Head Ninth Grade Coach (1)	6.8%

\*Employees who held this extracurricular position during the 1999-2000 school year, as identified by the asterisk, will continue to receive their compensation at the same percentage as stated in the 1999-2000 Master Agreement for as long as they hold the same extracurricular position. Names of specific teachers covered by this clause are on file in the human resources office.

**High School: (Grades 9-12)**

**Athletics:**

**Percent of Base Salary**

Summer Weights Teacher	6.4%
Swimming – Head Coach (1)	0.0% (**3.0%)
Tennis – Head Coach (1)	7.7%
Tennis – Assistant Coach (1)	5.2%
Track – Head Coach (1)	10.9%
Track – Assistant Coach (5)	7.1%
Volleyball – Head Coach (1)	11.0%
Volleyball – Assistant Coach (1)	8.0%
Volleyball – Head JV Coach (1)	8.0%
Volleyball – Head Ninth Grade Coach (1)	8.0%
Wrestling – Head Coach (1)	11.9%
Wrestling – Assistant Coach (1)	7.5%
Wrestling – Head JV Coach (1)	7.5%
Wrestling – Assistant JV Coach (1)	7.5%

**Other:**

**Percent of Base Salary**

Academic Decathlon – Advisor (1)	4.0%
Activity Director (1)	3.0%
Ballroom Dance – Advisor (1)	9.0%
Cheerleader – Head Advisor (1)	9.0%
Cheerleader – Assistant JV Advisor (1)	7.4%
Cheerleader – Assistant Ninth Grade Advisor (1)	7.4%
Building Technology Mentor (2)	\$1000.00
Drama Advisor (1)	8.0%
Debate – Advisor (1)	9.3% (* 10.0%)
Debate – Assistant Advisor (1)	6.0%
Robotics Coach (1)	8.0%
Department Head (10)	4.0%
Flag Team Advisor (1)	4.0%
Girl’s Drill Team – Assistant Advisor (1)	7.4%
Instrumental Music Director (1)	12.3%
Summer Band Director	\$500.00

\*\*Employees who held this extracurricular position during the 2007 – 2008 school year, as identified by the asterisk, will continue to receive their compensation at the same percentage as stated in the 2007 - 2008 Master Agreement for as long as they hold the same extracurricular position. Names of specific teachers covered by this clause are on file in the human resources office.

\*Employees who held this extracurricular position during the 1999-2000 school year, as identified by the asterisk, will continue to receive their compensation at the same percentage as stated in the 1999-2000 Master Agreement for as long as they hold the same extracurricular position. Names of specific teachers covered by this clause are on file in the human resources office.

**High School: (Grades 9-12)**

<b><u>Other:</u></b>	<b><u>Percent of Base Salary</u></b>
Intramural Coordinator (1)	3.0%
Broadcast Journalism (1)	8.1%
Newspaper – Advisor (1)	8.1%
Renaissance – Advisor (1)	2.0%
Scholastic Tournament – Advisor (1)	5.0%
Speech Advisor (1)	5.7%
	(* 7.0%)
Student Government – Advisor (1)	10.0%
Vocal Music – Advisor (1)	8.1%
	(* 9.0%)
Yearbook – Advisor (1)	8.4%
Teachers Assisting Teachers (TAT) (3)	2.0%
ISAT Coordinator (1)	2.5%

**Middle School: (Grades 7-8)**

<b><u>Athletics:</u></b>	<b><u>Percent of Base Salary</u></b>
Basketball – Boys’ Head Eighth Grade Coach (1)	6.4%
Basketball – Boys’ Assistant Eighth Grade Coach (1)	4.9%
Basketball – Girls’ Head Eighth Grade Coach (1)	6.4%
Basketball – Girls’ Assistant Eighth Grade Coach (1)	4.9%
Track – Boys’ Head Coach (1)	5.9%
Track – Boys’ Assistant Coach (1)	4.1%
Track – Girls’ Head Coach (1)	5.9%
Track – Girls’ Assistant Coach (1)	4.1%
Volleyball – Head Coach (1)	5.9%
Volleyball – Girls’ Assistant Coach (1)	4.1%
Wrestling – Assistant Coach (1)	4.2%
<b><u>Other:</u></b>	<b><u>Percent of Base Salary</u></b>
Activity Director (1)	6.1%
Cheerleader – Advisor (1)	6.3%
Building Technology Mentor (2)	\$1000.00
Drama – Advisor (1)	5.0%
Instrumental Music – Director (2)	4.9%
Intramural Coordinator (2)	3.0%
Math Counts Advisor (1)	3.0%
Odyssey of the Mind Advisor (1)	1.0%

\*Employees who held this extracurricular position during the 1999-2000 school year, as identified by the asterisk, will continue to receive their compensation at the same percentage as stated in the 1999-2000 Master Agreement for as long as they hold the same extracurricular position. Names of specific teachers covered by this clause are on file in the human resources office.

**Middle School: (Grades 7-8)**

<b><u>Other:</u></b>	<b><u>Percent of Base Salary</u></b>
Renaissance Advisor (1)	2.0%
ISAT Coordinator (1)	2.5%
Student Government – Advisor (1)	5.6%
Teachers Assisting Teachers (TAT) (3)	2.0%
Team Leader (8)	4.0%
Vocal Music – Director (1)	3.9%
	(* 4.0%)
Yearbook – Advisor (1)	4.7%
	(* 5.0%)

**Elementary School: (Grades K-6)**

<b><u>Position:</u></b>	<b><u>Percent of Base Salary</u></b>
Building Technology Mentor (1)	\$1000.00
Teachers Assisting Teachers (TAT) (3)	2.0%
ISAT Coordinator (1)	2.5%
After School Program Director (1)	3.0%

**Extended Working Year**

All stipends, extended contracts, and special assignments are contracts on a yearly basis. Those assignments which are predicated on grant money, State Professional Technical, or Federal money are subject to the availability of that funding.

<b><u>Position</u></b>	<b><u>Length of Contract Year</u></b>
Audiologist (1)	200 Days
Elementary School Counselor (1)	200 days
Middle School Counselors (2)	210 days
High School Counselors (3)	210 Days
High School Media Center Specialist (1)	200 days
Middle School Media Center Specialist (1)	200 days
Psychologists	200 Days
High School Athletic Director (1)	200 Days
High School Athletic Trainer (1)	200 Days
Speech Therapist (1)	200 Days
Gifted Facilitator (1)	200 Days
Social Worker (1)	200 Days
Title One Coordinator (1)	200 Days
ESL Coordinator (1)	230 Days
Preschool Coordinator (1)	200 Days

\*Employees who held this extracurricular position during the 1999-2000 school year, as identified by the asterisk, will continue to receive their compensation at the same percentage as stated in the 1999-2000 Master Agreement for as long as they hold the same extracurricular position. Names of specific teachers covered by this clause are on file in the human resources office.

**Extended Working Year**

All stipends, extended contracts, and special assignments are contracts on a yearly basis. Those assignments which are predicated on grant money, State Professional Technical, or Federal money are subject to the availability of that funding.

**Vocational Instructors:**

**Length of Contract Year**

Home Economics – High School (2)	200 Days
Cooperative Education (1)	200 Days
Marketing D/E (1)	200 Days
Auto Mechanics (1)	200 Days
Auto Body (1)	200 Days
Welding (1)	200 Days
Home Economics – Middle School (2)	195 Days

**Extended Working Day**

All stipends, extended contracts, and special assignments are contracts on a yearly basis. Those assignments which are predicated on grant money, State professional technical or Federal money are subject to the availability of that funding.

**Position**

**Percent of Teacher's Salary**

Marketing/DE Instructor	12.5%
Auto Mechanics Instructor	12.5%
Auto Body Instructor	12.5%
Welding Instructor	12.5%

**Other Special Assignments:**

All stipends, extended contracts, and special assignments are contracts on a yearly basis. Those assignments which are predicated on grant money, State professional technical or Federal money are subject to the availability of that funding.

**Position**

**Compensation**

Special Education Consulting Teacher (2)	\$808.00
Bonneville Education Foundation (1)	\$7,200.00
Pine Basin Coordinator (1)	\$6,000.00
Drivers Education Coordinator (1)	\$2,000.00
Special Education Records Management (1)	\$800.00
Title One Records Management (1)	\$500.00
P.E. Coordinator (1)	5.0%
Music Coordinator (1)	5.0%

\*Employees who held this extracurricular position during the 1999-2000 school year, as identified by the asterisk, will continue to receive their compensation at the same percentage as stated in the 1999-2000 Master Agreement for as long as they hold the same extracurricular position. Names of specific teachers covered by this clause are on file in the human resources office.

**Bonneville Joint School Dist. #93**  
**Stipend Schedule**  
**2009-2010**

Experience	B.S.										
	Base	13.1%	12.3%	12.2%	12.0%	11.9%	11.0%	10.9%	10.6%	10.2%	10.0%
1	26,100	3,419	3,210	3,184	3,132	3,106	2,871	2,845	2,767	2,662	2,610
2	26,961	3,532	3,316	3,289	3,235	3,208	2,966	2,939	2,858	2,750	2,696
3	27,851	3,648	3,426	3,398	3,342	3,314	3,064	3,036	2,952	2,841	2,785
4	28,826	3,776	3,546	3,517	3,459	3,430	3,171	3,142	3,056	2,940	2,883
5	29,835	3,908	3,670	3,640	3,580	3,550	3,282	3,252	3,162	3,043	2,983
6	30,879	4,045	3,798	3,767	3,705	3,675	3,397	3,366	3,273	3,150	3,088
7	31,960	4,187	3,931	3,899	3,835	3,803	3,516	3,484	3,388	3,260	3,196
8	33,078	4,333	4,069	4,036	3,969	3,936	3,639	3,606	3,506	3,374	3,308
9	34,236	4,485	4,211	4,177	4,108	4,074	3,766	3,732	3,629	3,492	3,424
10	35,708	4,678	4,392	4,356	4,285	4,249	3,928	3,892	3,785	3,642	3,571

Experience	B.S.										
	Base	9.6%	9.3%	9.0%	8.6%	8.4%	8.1%	8.0%	7.7%	7.6%	7.5%
1	26,100	2,506	2,427	2,349	2,245	2,192	2,114	2,088	2,010	1,984	1,958
2	26,961	2,588	2,507	2,427	2,319	2,265	2,184	2,157	2,076	2,049	2,022
3	27,851	2,674	2,590	2,507	2,395	2,339	2,256	2,228	2,145	2,117	2,089
4	28,826	2,767	2,681	2,594	2,479	2,421	2,335	2,306	2,220	2,191	2,162
5	29,835	2,864	2,775	2,685	2,566	2,506	2,417	2,387	2,297	2,267	2,238
6	30,879	2,964	2,872	2,779	2,656	2,594	2,501	2,470	2,378	2,347	2,316
7	31,960	3,068	2,972	2,876	2,749	2,685	2,589	2,557	2,461	2,429	2,397
8	33,078	3,176	3,076	2,977	2,845	2,779	2,679	2,646	2,547	2,514	2,481
9	34,236	3,287	3,184	3,081	2,944	2,876	2,773	2,739	2,636	2,602	2,568
10	35,708	3,428	3,321	3,214	3,071	2,999	2,892	2,857	2,750	2,714	2,678

Experience	B.S.										
	Base	7.4%	7.3%	7.1%	7.0%	6.9%	6.8%	6.4%	6.3%	6.1%	6.0%
1	26,100	1,931	1,905	1,853	1,827	1,801	1,775	1,670	1,644	1,592	1,566
2	26,961	1,995	1,968	1,914	1,887	1,860	1,833	1,726	1,699	1,645	1,618
3	27,851	2,061	2,033	1,977	1,950	1,922	1,894	1,782	1,755	1,699	1,671
4	28,826	2,133	2,104	2,047	2,018	1,989	1,960	1,845	1,816	1,758	1,730
5	29,835	2,208	2,178	2,118	2,088	2,059	2,029	1,909	1,880	1,820	1,790
6	30,879	2,285	2,254	2,192	2,162	2,131	2,100	1,976	1,945	1,884	1,853
7	31,960	2,365	2,333	2,269	2,237	2,205	2,173	2,045	2,013	1,950	1,918
8	33,078	2,448	2,415	2,349	2,315	2,282	2,249	2,117	2,084	2,018	1,985
9	34,236	2,533	2,499	2,431	2,397	2,362	2,328	2,191	2,157	2,088	2,054
10	35,708	2,642	2,607	2,535	2,500	2,464	2,428	2,285	2,250	2,178	2,142

**Bonneville Joint School Dist. #93**  
**Stipend Schedule**  
**2009-2010**

Experience	B.S.										
	Base	5.9%	5.7%	5.6%	5.5%	5.2%	5.0%	4.9%	4.8%	4.7%	4.2%
1	26,100	1,540	1,488	1,462	1,436	1,357	1,305	1,279	1,253	1,227	1,096
2	26,961	1,591	1,537	1,510	1,483	1,402	1,348	1,321	1,294	1,267	1,132
3	27,851	1,643	1,588	1,560	1,532	1,448	1,393	1,365	1,337	1,309	1,170
4	28,826	1,701	1,643	1,614	1,585	1,499	1,441	1,412	1,384	1,355	1,211
5	29,835	1,760	1,701	1,671	1,641	1,551	1,492	1,462	1,432	1,402	1,253
6	30,879	1,822	1,760	1,729	1,698	1,606	1,544	1,513	1,482	1,451	1,297
7	31,960	1,886	1,822	1,790	1,758	1,662	1,598	1,566	1,534	1,502	1,342
8	33,078	1,952	1,885	1,852	1,819	1,720	1,654	1,621	1,588	1,555	1,389
9	34,236	2,020	1,951	1,917	1,883	1,780	1,712	1,678	1,643	1,609	1,438
10	35,708	2,107	2,035	2,000	1,964	1,857	1,785	1,750	1,714	1,678	1,500

Experience	B.S.									
	Base	4.1%	4.0%	3.9%	3.8%	3.0%	2.8%	2.5%	2.0%	1.0%
1	26,100	1,070	1,044	1,018	992	783	731	653	522	261
2	26,961	1,105	1,078	1,051	1,025	809	755	674	539	270
3	27,851	1,142	1,114	1,086	1,058	836	780	696	557	279
4	28,826	1,182	1,153	1,124	1,095	865	807	721	577	288
5	29,835	1,223	1,193	1,164	1,134	895	835	746	597	298
6	30,879	1,266	1,235	1,204	1,173	926	865	772	618	309
7	31,960	1,310	1,278	1,246	1,214	959	895	799	639	320
8	33,078	1,356	1,323	1,290	1,257	992	926	827	662	331
9	34,236	1,404	1,369	1,335	1,301	1,027	959	856	685	342
10	35,708	1,464	1,428	1,393	1,357	1,071	1,000	893	714	357

## APPENDIX C

### **Bonneville Joint School District No. 93** **Cafeteria Plan**

Bonneville Joint School District No. 93, hereinafter referred to as "employer" hereby adopts and establishes the following cafeteria plan (hereinafter referred to as the "plan"), to enable its employees to choose among several taxable and nontaxable benefits.

1. Purpose: The purpose of this plan is to establish a plan that gives the employees a choice among one (1) or more nontaxable benefits and one (1) or more taxable benefits which qualifies as a cafeteria plan under §125 of the Internal Revenue Code of 1954, as amended.
2. Identification Information:
  - 2.1 The name of the plan is Bonneville Joint School District No. 93 Cafeteria Plan.
  - 2.2 The name and address of the employer are:

Bonneville Joint School District No. 93  
3497 North Ammon  
Idaho Falls, Idaho 83401
  - 2.3 The employer identification number assigned by the Internal Revenue Service to the sponsor of the plan is 82-6001206.
  - 2.4 This plan is a cafeteria plan.
  - 2.5 The plan is administered by the person named in 2.6 below. The person named in 2.6 below is the "named fiduciary" of the plan within the meaning of Section 402 of the Employee Retirement Income Security Act of 1974 (hereinafter referred to as ERISA).
  - 2.6 The name, title, and address of the principle place of business of the person administering the plan is as follows:

Michael D. Sorenson, Director of Business Operations  
Bonneville Joint School District No. 93  
3497 North Ammon  
Idaho Falls, Idaho 83401
  - 2.7 The plan administrator set forth in the immediately preceding paragraph is the person designated as agent for the purpose of receiving legal process at the address set forth in paragraph 2.6 above.
  - 2.8 The plan is funded pursuant to a salary reduction agreement.
  - 2.9 All benefits are paid directly by the employer and no other organizations or entities are used for the accumulation of assets through which benefits are provided.

- 2.10 The ending date of the plan's fiscal year is August 31.  
2.11 The ending date of the employer's fiscal year is June 30.

3. Eligibility:

- 3.1 This plan shall be for the benefit of all certified educational personnel who are under written contract with employer.

4. Benefits:

- 4.1 The plan shall have an effective date of September 1, 1984.
- 4.2 Each eligible employee shall be entitled to benefits for each month of the fiscal year during which such employee is employed by employer, which benefits shall be funded as provided in paragraph 2.8 above.
- 4.3 Each eligible employee shall designate the form in which said benefits are to be provided from the following list:
- (a) Hospital, surgical, and major medical insurance for dependents of employee.
  - (b) Dental insurance for dependents of employee.
  - (c) Income protection/disability insurance provided by current carriers participating in payroll deduction or other carriers as approved by the Board of Trustees of the District through recommendation from the Insurance Committee.
  - (d) Cancer insurance for employee and/or employee's dependents.
- 4.4 Designation of benefits for any given fiscal year shall be made on forms to be provided by the employer prior to the beginning of that plan year. The written form must be completed and signed by the participant and submitted to the employer on or before the first day of the plan year or, if the employee becomes eligible to participate during the plan year, on or before the date the employee becomes eligible to participate in the plan. Once submitted and signed by the employee, the benefits designated may not be changed until the beginning of the next fiscal year unless the change is consistent with a change in family status (e.g. marriage, divorce, death of a spouse or child, birth or adoption of a child, and termination of employment of a spouse), relates only to the remainder of the plan year after the election is changed and advance written approval is obtained from the employer.
- 4.5 In the event a participant fails or refuses to designate a benefit prior to the time designated in paragraph 4.4 above, the participant shall be deemed to have elected a direct cash payment for that year.
- 4.6 The periods of coverage for all benefits shall be for the entire plan year. In no event shall the period of coverage for a particular year extend to periods beginning prior to or ending after the particular plan year.
- 4.7 No participant may choose benefits with premiums exceeding the amount specified by the plan, even if such participant is willing to make up the difference by contributing from his or her own funds toward the cost of such benefits.

4.8 Insurance carriers and available contract options shall be limited to those presently made available to District employees. Any changes in insurance carriers and contract options shall be mutually agreed to by the Board and the Association with recommendation from the Insurance Committee.

5. Miscellaneous Provisions:

5.1 Modifications of the plan shall be subject to the negotiating process.

5.2 This plan shall be administered by the School District.

Date: \_\_\_\_\_

Signed by: \_\_\_\_\_

Director of Business Operations  
Bonnevile Jt. School District No. 93

## APPENDIX C-1

### Cafeteria Benefit Plan of Bonneville School District No. 93

#### Article I - Purpose

- 1.01 Bonneville School District 93 (the Employer) has adopted this Employee Cafeteria Benefit Plan (the Plan), to recognize the contribution made to the Bonneville School District 93 Employee Cafeteria Benefit Plan by its Employees. Its purpose is to provide Benefits for those Employees who qualify hereunder and their Beneficiaries.

This Plan allows Employees to choose among different types of Benefits based on their own particular goals, desires, and needs. These choices shall include an option to receive certain tax free benefits in lieu of taxable compensation.

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125(d) of the Internal Revenue Code of 1954, as amended, and that the Benefits which an Employee elects to receive under the Plan be included or excluded from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1954, as amended.

#### Article II - Definitions

Unless by the context in this Agreement a different meaning is clearly indicated, whenever used in this Agreement, the following words have the following meanings:

- 2.01 Agreement: Agreement shall mean this Agreement and all amendments or supplements thereof.
- 2.02 Allocation: The portion of the Participant's Annual Compensation which the Employee has committed to a particular Program which Programs are defined in 2.05 below and 4.02 below.
- 2.03 Anniversary Date: Anniversary Date shall be the first day of October of each and every year during which this Plan is in effect.
- 2.04 Beneficiary: Beneficiary means any one or more primary or contingent beneficiaries designated by Participant hereunder to receive any benefit payable under the Plan on or after the Participant's death.
- 2.05 Benefit(s): Benefit(s) means any benefit provided to a Participant under the Employee's Medical Insurance Premium, Medical Expense Reimbursement Program, Dependent Care Assistance Program or any other benefit provided by Employer under the Plan.
- 2.06 Claims Processor: Claims Processor means the organization or person that adjudicates claims on behalf of the Plan Administrator.
- 2.07 Code: Code shall mean the Internal Revenue Code of 1954, as amended.
- 2.08 Committee Member(s): Committee member(s) means those persons appointed by the Employer to act as managers of the Plan established pursuant to the Plan.

- 2.09 Compensation: Compensation means the most recent available W-2 (calendar year) compensation, including overtime bonuses and other special remuneration.
- 2.10 Dependents: For the purposes of this Plan, the term "Dependent" shall have the same meaning as set out in Section 152 of the Code.
- 2.11 Effective Date: Effective date means the first day of October for the first Plan Year, 1993 in regards to Premium Conversion and February 1, 1994 for Medical and Day Care Flexible Spending Accounts; for subsequent plan years Effective date shall mean the first day of October.
- 2.12 Employee: Employee means any regular, full-time employee of the Employer who is or is expected to work at least 20 hours per week.
- 2.13 Employer: Employer means Bonneville School District 93, an Idaho corporation and any of its successors which may adopt the Plan. Any action or determination of the Employer under the Plan shall be by its Committee Member(s).
- 2.14 Expense: Expense shall mean any expense paid or incurred by a Participant, the reimbursement of which by the Employer would not be included in the income of the Participant under any provision of the Code.
- 2.15 Fiduciary: Fiduciary shall mean the Employer, the Plan Administrator and the Committee Member(s), but only with respect to the specific duties of each for Plan and Fund administration as set forth in the Agreement.
- 2.16 Fund Pool: Fund pool shall mean the aggregate of all participants fund balances for the Medical Expense Reimbursement Program for the Employer's plan.
- 2.17 Highly Compensated Employee: Highly Compensated Employee means a Participant who is an officer, a shareholder owning more than five percent (5%) of the voting power or a value of all classes of stock of the Employer if applicable, or as otherwise defined by the Code, or a spouse or Dependent of a Participant described in this Subsection.
- 2.18 Hours of Service: Hour of Service means each hour which an employee is paid, or entitled to payment, for the performance of duties for the Employer.
- 2.19 Nontaxable Benefits: Nontaxable Benefits means those benefits (as provided for in Article IV) that the Employer could have provided and funded as a tax-deductible expense, and that would not have been included in the gross income of the Participant.
- 2.20 Participant: Participant means an Employee who qualifies to participate in this Plan as provided in Article III hereof.
- 2.21 Participant Account: Participant Account means the portion of the Plan's bank account for which funds are allocated to the individual Participant.
- 2.22 Plan: Plan means the Plan embodied herein (as it may be amended from time to time) to be known as the "Employees' Cafeteria Benefits Plan of Bonneville School District 93."

- 2.23 Plan Year: Plan Year shall mean the 1st day of October through the last day of September of the first Plan Year and subsequent years. The Flexible Spending Account portion of the Plan shall start February 1, 1994 during the First Plan Year.
- 2.24 Plan Administrator: Plan Administrator means the Committee or such person(s) or entity designated by the Employer who is responsible for the administration of the Plan pursuant to the provisions of this Plan.

### **Article III - Participation (Eligibility)**

- 3.01 Employees On Effective Date: Each Employee whose customary employment, excluding overtime work, is at least 20 hours for 5 consecutive months, or who is full time, shall become eligible on the first day of the following month.
- 3.02 New or Re-Hired Employees After Effective Date: Each Employee whose employment by the Employer begins after the Effective Date shall become eligible on the first day of the month following the date such Employee becomes eligible to participate under Section 3.01, provided such Employee has filed with the Plan Administrator any written agreement (Except for group premiums which may, at the discretion of the Employer, be elected automatically. Such an automatic election will not require a written election if the Employee elects only group premiums. The Employee may, in any case, elect to opt out of the premium part of the Plan.) electing among Benefits in the Plan as is required by the Plan Administrator on a form satisfactory to the Plan Administrator.
- 3.03 Enrollment: This plan shall allow a new election to be made after each twelve (12) month period coinciding with the Plan Year. The first Plan Year may be a short Plan Year to allow future Plan Years to begin on January 1 of the next year following. If any eligible Employee(s) declines participation or fails to enroll within his/her eligibility date, such Employee may not enroll in the plan until the following Plan Year enrollment period. Changes in enrollment due to status changes or other events may be made during the Plan Year only as allowed for in the Code or other appropriate law, rule or regulation.
- 3.04 Termination of Employee: Any Employee who is terminated becomes ineligible to make further contributions to the Plan. However, such Employee may continue to receive Benefits from the Plan for the balance of the Plan Year in which such Employee is terminated or until such Employee's available Benefits are exhausted, whichever occurs first.

### **Article IV - Benefits**

- 4.01 Salary Reduction: By participating in the Plan, each Participant agrees to have his/her annual compensation reduced by the cost of the benefits selected under the Plan.
- 4.02 Available Benefits: The programs under which Benefits are available to Employees under this Plan are as follows:
1. Medical Plan Premium Reimbursement Program;
  2. Medical Expense Reimbursement Program;
  3. Dependent Care Assistance Program.
- 4.03 Election of Benefits: From the Benefits listed in the preceding section, each Participant may elect annually to reduce his/her salary as provided herein, and to elect the amounts to be contributed

for each such benefit. Such election may not be modified, except as provided by Section 125 of the Code, as it may be amended from time to time.

#### **Article V - Administration**

5.01 Powers and Duties: The Employer shall name the Plan Administrator of the Plan and the Plan Administrator shall have the power and duty to do all things necessary or convenient to effect the intent and purposes of this Plan and not inconsistent with any of the provisions hereof whether or not such powers and/or duties are specifically set forth herein.

#### **Article VI - Administrator**

6.01 General Powers of the Plan Administrator:

- A. The Plan Administrator shall perform the duties and exercise the powers and discretion given to it in this Agreement and its decisions and actions shall be final and conclusive as to all persons affected therein; provided, Committee Member(s) may rely without question upon any notices, directions or other documents received from the Plan Administrator. The Employer shall furnish the Plan Administrator with all data and information available to the Employer, which the Plan Administrator may reasonably require in order to perform its function hereunder. The Plan Administrator may rely without question upon any such data or information furnished by the Employer.
- B. Any and all disputes which may arise involving Participants, Former Participants, Beneficiaries or the Committee Member(s), shall be referred to the Plan Administrator and its decision shall be final. Furthermore, if any question arises as to the meaning, interpretation or application of any provision hereof the decision of the Plan Administrator with respect thereto shall be final.
- C. Notwithstanding any other provisions of this Article or elsewhere in this Agreement, no member of the Plan Administrator shall vote or act upon any matter involving his/her own rights, benefits or other participation hereunder.
- D. The Plan Administrator may engage agents, including claims processors, actuaries, legal counsel (who may be counsel for the Employer), and physicians. The Plan Administrator shall not be responsible for any action taken or omitted pursuant to written opinions or certificates of any agent, counsel, actuary or physician.

#### **Article VII - Claims Processor**

7.01 Duties and Powers of Claims Processor: Subject to the direction of the Plan Administrator and Committee member(s) of the Fund, the Claims Processor shall have such duties and powers as may be necessary to process claims and make payments under this Plan, including, but not limited to, the following:

- A. To act under the direction and control of the Plan Administrator;
- B. To receive, review, verify, and investigate as necessary, all claims for Benefits under this Plan;
- C. To determine the amounts, manner and time of payment of Benefits under this Plan;

- D. To forward to the insurer all premiums for which Benefits may be payable under the Employee's Medical Insurance Premium part of this Plan, if any;
- E. To inform the Committee as to the amounts and timing of disbursements from the Fun Pool for payment of Benefits and expenses under this Plan;
- F. To receive monies from the Committee member(s) or directly from the Employer on direction of the Committee member(s) and to deposit the same in a common account for Bonneville School District 93 for future payment of premiums, Benefits and expenses under the Plan;
- G. To prescribe procedures to be followed by Participants and Dependents in filing claims for Benefits under this Plan;
- H. To receive from the Employer, the Administrator, and Participants and Dependents such information as shall be necessary for the proper processing and payment of claims under this Plan;
- I. To maintain records relating to claims for Benefits, processing of claims, and payment or denial of claims for Benefits;
- J. To do such other acts as may be necessary, or as requested by the Plan Administrator, to properly handle the processing and payment of claims under this Plan.

### **Article VIII - Claims Procedure**

- 8.01 **Request For Payment or Reimbursement:** Request for payment or reimbursement of allowable expenses shall be made by submitting invoices, copies of invoices, or claim forms as required by the Plan Administrator. The Plan Administrator shall then review the invoice or claim form and any supporting documentation and make a determination as to the allowability of the claimed expense under this Plan. Upon approval of the Plan Administrator, appropriate payments will be made on behalf of the Employee with respect to allowable claims submitted by said Employee or his/her covered Dependents.
- 8.02 In accordance with IRS Regulations, this Plan will pay Medical Expense Reimbursement Program claims as follows: If a Participant's balance exceeds the amount claimed, the amount claimed will be paid. If a Participant's balance is less than the amount claimed, the amount claimed will be paid as long as it does not exceed (a) the maximum amount set forth by the employer or (b) the total of the amount paid thus far in the Plan Year for the employee subtracted from the amount elected by the Employee. If the Participant's claim exceeds "A" or "B" above, an amount sufficient to pay up to the Employer Maximum or up to the amount elected, whichever is less, shall be paid provided that there are sufficient funds in the Employer's fund to allow this. For example, say an Employee has elected \$600 per year for the Medical Expense Reimbursement Program. If the Employee has only \$100 in their account, but he/she submits a claim for \$280, then the Plan will pay \$280. This is provided that the \$280 doesn't result in the Employee receiving more than the total \$600 elected.
- 8.03 If an Employee submits a claim in excess of his/her current balance, (but less than the maximums above) the money to pay for the claim shall be taken from the Pool of Medical Expense Reimbursement Program funds from all other Employees of the Employer. Should this Pool of funds be zero, then the employer shall loan funds, on a temporary basis, to the Pool. Money may not flow, or be loaned, from other parts of Section 125.

- 8.04 Use It or Lose It Provision: Should an employee elect a certain amount (x) for any of the sections of this Plan but claims less than that amount (y) where (y) is less than (x) either during the Plan Year or subsequent grace periods then the difference (x)-(y) cannot be returned to the employee. That amount (x)-(y) is forfeited and returned to the Employer to: (a) offset administration; (b) offset any experience loss, i.e., for the Medical Expense Reimbursement Program; or (c) distributed to all Participants equally on a pro-rata basis through a method determined by the employer. For example, if an Employee elected \$600 for the Medical Expense Reimbursement Program but he or she has \$20 left in his or her account at the end of the Plan Year, then the employee will forfeit this \$20.
- 8.05 Disputes Regarding Claims: If the Plan Administrator determines that any Participant who has claimed a right to receive Benefits under the Plan is not entitled to receive all or any part of the Benefits claimed, the Plan Administrator shall inform the claimant of such determination and the reasons thereof. The claimant may within thirty (30) days thereafter submit to the Plan Administrator such further information as will, in the claimant's opinion, establish his/her right to such Benefits. If, upon receipt of this further information, the Plan Administrator determines that the claimant is not entitled to the Benefits claimed, it shall afford the claimant or the claimant's representative a reasonable opportunity to appear personally before it, to submit evidence and comments in writing, and to review pertinent documents. The Plan Administrator shall render its final decision with the specific reasons thereof in writing and shall transmit it to the claimant within sixty (60) days of any such appearance.

#### **Article IX - Amendment and Termination of Plan**

- 9.01 Plan Amendment: The Employer shall retain the right, by action of its Committee Member(s), in their sole and final discretion, to amend the Plan at any time and from time to time to any extent that the Committee Member(s) may deem advisable, but in no event, shall any amendment to the Plan result in discrimination in favor of a Participant who is a Highly Compensated Employee.
- 9.02 Plan Termination: The Plan shall automatically terminate upon cessation of operations by the Employer unless a successor employer adopts and continues the Plan.

#### **Article X - Group Insurance Premium Reimbursement Plan**

- 10.01 General: The Employer shall reimburse all Participants for eligible premium expenses to the extent provided herein. For purposes of this program group premium plan expenses shall include costs of medical and hospitalization insurance, major medical insurance, group life, cancer care policies, long/short term disability, and/or dental insurance. Premium expenses of a Participant (or any Dependent) shall include those incurred with respect to the Participant individually, if the premiums are payroll deducted. Premiums paid individually by the employee that are not payroll deducted are not eligible. Any changes to a Participant's group premium expenses will be automatically reflected in the allocation and reimbursement for medical plan expenses.
- 10.02 General: Any participant may elect to be reimbursed for group term life insurance premiums up to an amount of \$50,000 without any additional income tax consequences. The cost of any insurance over \$50,000 shall be included in the employee's income according to the current IRS table. Should the \$50,000 limit be changed by the appropriate laws or regulation, then this limit shall automatically be amended.

- 10.03 Method of Payment By Employer: The Employer will pay, if applicable, the group premiums due on behalf of the Employee directly to the insurer or indirectly to the insurer via the claims processor. This payment administratively shall be construed as:
1. A reduction of income from the Employee;
  2. A reimbursement paid to the Employee.
- 10.04 Tax Consequences: In accordance with IRS regulations, long/short term disability premiums taken as a pre-tax benefit will result in a situation that when a benefit is dispensed, such benefit payments to individuals will be taxable.
- 10.05 Intent: This program is intended to comply with the provisions of Internal Revenue Code Sections 105 and 106 and, therefore, will be deemed to be automatically amended to comply with all appropriate regulations to said section issued by any appropriate government agency as of the effective date of each such regulation, unless the Employer elects to terminate the plan following issuance of new regulations.

#### **Article XI - Medical Expense Reimbursement Program**

- 11.01 General: The Employer shall reimburse all Participants for medical expenses to the extent provided herein. For purposes of this Medical Expenses Reimbursement Plan, medical expenses of Participants shall include those expenses referred to in Section 312 of Internal Revenue Code. There shall be no reimbursement to the extent there is other reimbursement such as through other insurance, damages or otherwise.
- 11.02 Maximum Reimbursement: The maximum amount of medical expense reimbursement for any Participant in any Plan Year shall not aggregate more than the amount of the Participant's monthly Allocation for a calendar year period under this Article. In any case, the maximum amount any Participant may elect or receive as benefits shall be \$5,000 per Plan Year.
- 11.03 Filing of Claim: To secure reimbursement for any medical expenses after the Effective Date a Participant must submit a receipted bill or unpaid bill or signed voucher affirming said unreimbursed medical claim.
- 11.04 Intent: This program is intended to comply with the provisions of Internal Revenue Code Sections 105 and 106 and, therefore, will be deemed to be automatically amended to comply with all appropriate government regulation as of the effective date of each such regulation, unless Employer elects to terminate the Plan following issuance of such amendment of said regulations.

#### **Article XII - Dependent Care Assistance Program**

- 12.01 General: The Employer shall reimburse all Participants for Dependent Care expenses to the extent provided herein. For purposes of this Dependent Care Assistance Program, Dependent Care Assistance expenses of Participants shall include costs incurred for in-house or on-site day care centers or at-home day care services, provided by third parties meeting the qualifications set forth in Code Section 44A for such day and Dependent day care centers.
- 12.02 Maximum Reimbursement: The maximum amount of Dependent Care expense reimbursement for any Participant in any Plan Year shall not aggregate more than the amount of the Participant's monthly Allocation for a calendar year period under this Article. The yearly aggregate of any Participant's maximum monthly Allocation shall not exceed five thousand dollars (\$5,000.00) for

those filing jointly and two thousand five hundred dollars (\$2,500.00) for those filing singly or married persons filing separately.

- 12.03 Filing a Claim: To secure reimbursement for any Dependent Care Assistance expense covered in whole or in part under the Program, a Participant must submit a receipted bill, a canceled check, a list of expenses, an unpaid bill, or a signed voucher indicating the above expense which instrument shall set forth the Tax ID number or Social Security number of the service provider.
- 12.04 Intent: This Program is intended to comply with the provisions of Code Section 129 and, therefore, will be deemed to be automatically amended to comply with all appropriate government regulations as of the effective date of each such regulation, unless Employer elects to terminate the Plan following issuance of such amendment of said regulations.

### **Article XIII - Miscellaneous**

- 13.01 Forms and Proofs: Each Participant or Beneficiary eligible to receive any Benefit hereunder shall complete such forms and furnish such proofs, receipts and releases as shall be required by the Administrator.
- 13.02 Nondiversion: Irrespective of anything contained in the Plan, as now expressed or hereafter amended, it shall be impossible for any part of the Participant Account to be used for or diverted to any purpose not for the exclusive benefit of Participants or their Beneficiaries at any time prior to the satisfaction of all rights and liabilities, fixed and/or contingent with respect to Participants or their Beneficiaries hereunder, either by the operation, amendment, revocation or termination of the Plan. No part of the Participant Account shall be paid, distributed or made available to the Employee at any time, except as expressly provided by the Plan.
- 13.03 Nonassignability: No Benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or Participant's Beneficiary, nor be subject to sale, assignment, transfer, encumbrance, pledge, charge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process.
- 13.04 Construction and Law Governing:
- A. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively, where appropriate.
  - B. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.
  - C. The Plan shall be construed, enforced and administered and the validity determined in accordance with the Employee Retirement Income Security Act of 1974 (ERISA, as amended), the Internal Revenue Code of 1954 (as amended), and the law of the State of Idaho. Should any provision be determined to be void by any court of competent jurisdiction, the Plan will continue to operate, and for the purposes of the jurisdiction of that court only, will be deemed not to include the provision determined to be void.

## **APPENDIX C-2**

### **Claims Processing Agreement**

#### **Cafeteria Benefit Plans**

#### **AFLAC Benefit Services**

WHEREAS, Bonneville School District 93 and its affiliated organizations (the "District") have provided to their employees a Cafeteria Benefit Plan to allocate their salaries or wages for certain health care and child care expenses; and

WHEREAS, AFLAC Benefit Services, a Georgia Corporation, (the AFLAC Benefit Services) provides administrative services for employer Cafeteria Benefit Plan available to their employees; and

WHEREAS, as of October 1, 2007, the District desires to employ the services of AFLAC Benefit Services to administer the Cafeteria Benefit Plan available to their employees; and

WHEREAS, AFLAC Benefit Services wishes to perform the administrative functions for the School District Cafeteria Benefit Plan.

NOW THEREFORE, for and in consideration of their mutual promises herein contained and other valuable consideration, the parties covenant and agree as follows:

- A. The District requests that AFLAC Benefit Services act as claims processor for its Cafeteria Benefit Plan. AFLAC Benefit Services agrees to perform in this capacity according to the terms and conditions of this Agreement.
- B. The District employees will be notified of the appointment of AFLAC Benefit Services as claims processor and to whom claims must be submitted to receive benefits under the District Cafeteria Benefit Plan. Any changes in the plan will be reflected in the Summary Plan Description. Amendments to be made only by the District to said Summary Plan Description will be distributed to employees as changes are made. Amendments to the plan may be made with thirty (30) days written notice to AFLAC Benefit Services prior to the effective date of such amendments. All communications between AFLAC Benefit Services and the District shall be in writing.
- C. The District hereby agrees to participate in the AFLAC Benefit Services Claims Account and to be bound by the operating procedures of said account. AFLAC Benefit Services' operating procedures are as follows:
  1. AFLAC Benefit Services will document all funds deposits and payments to that all contributions to the District Cafeteria Benefit Plan's account may be traced.
  2. Should a check in behalf of the District has the effect of creating a negative balance in the District funds, no check will be drawn.
  3. The account name shall be in the name of the District or AFLAC Benefit Services Section 125 with a subtitle naming the District."

- D. All payment from the District shall be made into an individual District account (the "Account"). This Account will contain exclusively the District funds (from the paychecks of the employee), and detailed records of the District deposits and payment will be maintained. Both the District and AFLAC Benefit Services will have complete and unrestricted access to records, canceled checks, bank statements, and other documents relating to the District funds which will be stored at AFLAC Benefit Services' place of business.
- E. Payments shall be made to AFLAC Benefit Services or deposit into the Account and payments by AFLAC Benefit Services from the Account shall be made in the following priority: 1) AFLAC Benefit Services' fees and expenses; 2) benefit payments. AFLAC Benefit Services is not liable for failure of the District to make payments into the fund and AFLAC Benefit Services will not be obligated in any way to advance funds to make up for shortages or deficiencies due to the District's error.
- F. Information provided to AFLAC Benefit Services relating to employee and dependent coverage will be verified by the District and the District shall assist AFLAC Benefit Services to obtain any data necessary for AFLAC Benefit Services' claims processing function. All claims payments will be verified by AFLAC Benefit Services against the eligibility information provided by the District.
- G. AFLAC Benefit Services shall make all reasonable efforts to insure that all payments for benefits and claims are proper. AFLAC Benefit Services will not be responsible for claims paid due to misrepresentation by the District or its employees. AFLAC Benefit Services will only be responsible for improper payment due to negligence, not for good faith errors. Any directions from the District under which AFLAC Benefit Services pays claims will render AFLAC Benefit Services free from fault.
- H. AFLAC Benefit Services shall provide routine monthly reports on claims paid, fund activity and balances, fees paid, costs and expenses reimbursed, insurance premiums, claims and benefits paid during the period. Reasonable supplementary data will also be made available by AFLAC Benefit Services from time to time as the District requests. Depending on the nature of the request and time necessary to fulfill it, the District shall pay AFLAC Benefit Services for reasonable costs, if agreed to in advance, of providing said data and reports. Additionally, AFLAC Benefit Services, though not responsible for reports or documents required by the IRS or the U. S. Department of Labor or outside auditors, shall assist the District in the preparation and submission of such reports as part of AFLAC Benefit Services service. Any audits requested or required by the District shall not be paid for by AFLAC Benefit Services.
- I. AFLAC Benefit Services compensation for routine claims processing for the District plan will be as follows:
- \$500 plus initial set-up fee for enrollment, writing the Plan Document and Summary Plan Description and doing the initial IRS filings. Monthly administration will be \$5.00 per Medical or Day Care Flexible Spending account participant per month. In addition, an annual discrimination testing fee of \$375 will be paid to AFLAC Benefit Services.

J. Representations of the District:

1. The District has created the Cafeteria Benefit Plan consistent with the existing Federal and State Statutes regarding said plans.
2. There are to the District knowledge no outstanding claims for liability in said Cafeteria Benefit Plan.

K. Representations and warranties of AFLAC Benefit Services:

1. AFLAC Benefit Services has experience and is knowledgeable about all aspects of administering cafeteria benefit plans such as the District presently have.
2. AFLAC Benefit Services has no outstanding claims or liabilities resulting from its administration of similar cafeteria benefit plans.
3. AFLAC Benefit Services has or will have sufficient personnel to administer on a timely basis all claims to be made by employees of the District under the existing Cafeteria Benefit Plan.

L. This Agreement is binding upon the heirs, successors and assigns of the District and AFLAC Benefit Services.

M. This Agreement shall be construed and enforced according to the laws of the State of Idaho except as governed by federal law.

N. This Agreement supersedes and replaces all previous agreements relating to this subject matter.

O. This Agreement may be terminated upon thirty (30) days advance written notice, upon bankruptcy, plan termination or bankruptcy by either party to the agreement. Record transfer at the time of termination may be subject to a reasonable charge for AFLAC Benefit Services expense.

P. This Agreement sets forth the entire understanding of the parties and it shall not be amended or terminated except by written instrument duly executed by the parties hereto. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties.

Q. All notices, requests, demands and other communications hereunder shall be in writing.

**APPENDIX D**  
**Form for Request for Transfer**

The undersigned, \_\_\_\_\_, hereby submits a request for transfer and submits the following information:

Transfer Requests:

From \_\_\_\_\_ to \_\_\_\_\_  
(Building or Room) (Building or Room)

and/or  
\_\_\_\_\_ to \_\_\_\_\_  
(Present Teaching Assignment) (Proposed Teaching Assignment)

1. Reason for Request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Certificate Held:

\_\_\_\_\_  
\_\_\_\_\_

3. Prior Teaching Experience: (Please set forth courses taught and districts and buildings where taught.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Prior Years of Experience:

\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX E

### REDUCTION IN FORCE

The primary purpose of the Board of Trustees is to provide instructional programs and services to the students of this District. However, the Board also has the obligation and responsibility to discontinue programs and reduce staff consistent with the needs and resources of the District.

Elimination of certified staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances determined by the Board. The decision to continue or discontinue programs and services shall be made by the Board on recommendation from the Superintendent and administrative staff. All aspects of the District's operations will be considered when making any reductions. The Administration will seek input from the teachers' Association relative to the discontinuation of programs and services.

The Board will not alter, amend, or change this policy without prior notice to the Association President of at least one (1) Board meeting.

#### **I. Reduction in Personnel:**

A. Procedure for Reduction of Teaching Staff: In the event the Board of Trustees adopts a reduced educational program, those staff members who will be laid off or contract non-renewed, or adversely affected in contract status, will be identified by using the following procedures:

1. Determination of Vacant Positions: The District will determine as accurately as possible, the total number of certificated staff members leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc., and these vacancies will be considered to determine the number of layoffs required.

Vacant positions will be filled by transferring currently employed staff members within the District unless by reason of certification, training and/or experience, no qualified person is available.

2. Leave of Absence: In addition, other reductions shall be made by inviting staff members with at least one (1) year of experience to apply for one (1) year leave of absence without pay. The Superintendent shall recommend favorable action by the Board for any applicant if the granting of such leave would eliminate the necessity for layoff or contract non-renewal.

Any staff member taking such leave of absence shall be entitled to re-employment by the District following the expiration of the leave period unless such person would otherwise have been laid off or contract non-renewed

under these staff retention procedures, in which case the staff member shall be placed in the employment pool established in these procedures and be subject to re-employment as therein provided. Staff members taking one (1) year leave of absence shall be responsible for providing the District with their mailing addresses and any changes thereof during their leave period.

Any staff member entitled to re-employment following the expiration of the staff member's one (1) year leave of absence shall continue to be subject to the provisions applicable to state law, and the provisions of the applicable staff retention procedures in the same manner as if actually employed by the District during the leave period. Employees provided leaves of absence as herein provided shall be entitled to participation in District sponsored benefit programs as set forth in paragraph 8-G.

3. Certification: To ensure that the certificated staff member recommended for retention will be qualified to implement the educational program determined by the Board, all certificated staff members must possess a current valid Idaho State Certificate as may be required for the position available.
4. Employment Categories: The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions:
  - a. Elementary certificated staff members will be considered for retention in one category (K-6)
  - b. Secondary certificated staff members (7-12) will be considered for retention in subject matter areas or departments. Each subject matter area or department is a category defined by, but not limited to, one of the following: science, math, social studies, language arts, industrial arts, physical education and health, home economics, business education, music, art, individual language (e.g. French, Spanish, and German). Other categories will be determined by the Administration.
  - c. Other non-supervisory certificated staff members will be considered for retention according to their specialties as endorsed on their certificates.

Special Education Personnel (by field or specialty)

Vocational Teachers (by field specialty)

Psychologists

Social Workers

Head Attendance Counselor

Occupational Therapists

Nurses

Counselors

Other Specific Specialties

5. Retention of Employment Category:

- a. Each certificated staff member will, in accordance with the criteria set forth in paragraph A-6 hereof, be considered for retention in the category or specialty appropriate for which they have been contracted. Certificated staff members may also be considered for retention in such additional categories, specialties and subject matter areas which they are not teaching but are currently certificated to teach with proper state endorsement.

All written requests for consideration in additional categories and/or specialties shall be submitted in writing within five (5) working days after the request for such information is made by the Superintendent/designee.

Staff members will be considered for additional categories and/or specialization only if they do not qualify for retention in the category or specialty appropriate to the position held at the time of the implementation of these procedures.

- b. No staff member shall be considered for retention in a position of higher rank than the position held by such staff member at the time of the implementation of these procedures. District salary structure as of the time of the implementation of these procedures shall determine whether a position is "of higher rank" than the position currently held by the staff member.

In the event an instructional program or service is entirely discontinued by the Board and the person(s) employed therein are not certificated to work in another position, then by necessity, that person(s) will be laid off or contract non-renewed regardless of seniority within the District.

6. Selection Within Employment Categories: Certificated staff members shall be considered for retention in available positions within the categories or specialties for which they qualify under paragraph 5-a hereof. In the event that there are more qualified staff members than available positions in a given category or specialty, the following criteria shall be used to determine which staff members shall be recommended for retention:

- a. Total seniority as a certificated staff member with this School District shall be the basis for retention for those categories and specialties identified in paragraph A-4 above. Within each such category or specialty the staff member having the greater seniority shall be retained. In the event ties exist, the staff member having the highest degree or next highest number of college or university credits beyond the BA Degree as recorded in the Personnel office as of March 15 of the current school year shall have

reference. Total teaching experience will be the next factor considered for retention. If ties remain, the staff member to be retained shall be determined by drawing lots among the tied staff members.

- b. Seniority within the meaning of this policy shall be based upon the number of years of most recent continuous employment by School District No. 93. Although the District has recognized the teaching experience outside the District for placement on the salary schedule, it is the intent of this Reduction-in-Force Policy to determine seniority on the basis of most recent continuous employment with this District. By the application of this policy, reduction in force will affect those teaching under a non-continuing contract prior to affecting those teaching under a continuing contract.
7. Action by Superintendent: The provisions of paragraphs A-1 through A-6 above shall be implemented as soon as possible after the identification of the need for a reduced educational program. Provided, however, the Association will be given five (5) days notice prior to implementation of this policy.
  8. Employment Pool:
    - a. All certificated staff members who are not recommended for retention in accordance with these procedures shall be laid off or contract non-renewed and placed in an employment pool for possible re-employment during the first twelve (12) months immediately following his or her placement in the employment pool. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified in A-4 for which they are qualified under paragraph A-5. If more than one (1) such staff member is qualified for an open position, the criteria set forth in paragraph A-6 shall be applied to determine who shall be offered such a position.
    - b. Any staff member wishing to remain in the employment pool for a second year shall notify the Superintendent or his designee in writing between June 1 and June 30 of his or her first year in the employment pool. If such notification is not received, the name of any such staff member shall be dropped from the employment pool. Employees remaining in the employment pool will be notified by the District of this obligation. The notice will be sent to the employee at their last known address.
    - c. When a vacancy occurs for which a person in the employment pool qualifies, notification from the School District to such individual will be by certified mail or by personal delivery. Such individual will have five (5) calendar days from the receipt of the letter to accept the position. If an individual in the employment pool fails to accept a position for which he or she is eligible, such individual will be dropped from the employment pool. Provided, however, that a person in the employment pool who is attending

a college or university as a full-time student or is employed with another school district may refuse to accept the position so offered and remain in the employment pool and will not be dropped unless the person declined employment to commence the following academic year.

- d. Any certificated staff member receiving written notice of layoff or contract non-renewal pursuant to the provisions of this policy shall be eligible for a "special leave of absence" without pay upon written application directed to the Superintendent or his designee and received not more than ten (10) days following receipt of the non-renewal notice. Staff members electing to take a "special leave of absence" shall be placed in the employment pool established under paragraph 8-a above and shall be considered for re-employment together with other staff members in the employment pool. The personnel file of any person taking a "special leave of absence" shall be amended to reflect that status and all references to the non-renewal of such staff member's contract shall be removed from the staff member's personnel file. Personnel taking a "special leave of absence" shall enjoy the same rights and privileges applicable to the case of other leaves of absence without pay.
  - e. The District will utilize employment pool personnel as substitutes on a first priority basis.
  - f. The provisions of this paragraph 8 shall be applicable to all employees laid off or contract non-renewed under the terms of this policy and also to all persons having employment pool status under any prior leave of absence. To the extent that any conflict exists between the recall procedures of this policy and any prior leaves of absence, the provisions of this policy shall govern the recall rights of persons having employment pool status under any prior leave of absence.
  - g. While a staff member is on leave and remaining in the employment pool, he or she shall have the option to remain an active participant in group insurance programs if such an arrangement is agreeable to the carrier and the District. Any such arrangement shall be at no cost to the District and all premiums are due as determined by the District and the carrier.
9. It is recognized that certificated staff members of the District holding administrative or supervisory positions and not provided for under the provisions of this policy, may be eligible under applicable Board policy and Administrative procedures for retention in one (1) or more of the employment categories identified in paragraph 4 above.

**APPENDIX F**  
**SCHOOL VISITATIONS**

Parents/guardians and other interested parties with legitimate school business are welcome and encouraged to visit District schools and participate in school events so long as their presence is not disruptive or in violation of any law or District policy. All visitors are required to report to the principal's office upon entering any District school. The District administration is authorized to screen for violations of law and prohibit unauthorized individuals from entry onto school premises.

**Guidelines****Visitor Identification**

1. In an effort to protect students from unauthorized persons or illegal activity, building administrators shall post prominent notices at each entrance requiring visitors to report to the building principal's office during school hours and log in.
2. Visitors shall be subject to sex offender screening.
3. Each school shall maintain a daily log for the purpose of recording all visitations from individuals who are not building personnel.
4. All visitors shall wear an identification badge while on school premises during school hours.

**Loitering or Unauthorized Persons**

1. Loitering or unauthorized persons shall be:
  - a. Questioned,
  - b. Asked to leave,
  - c. Referred to the appropriate law enforcement agency, and/or
  - d. Denied further access.

**DEFINITIONS**

**Sex Offender:** means an individual convicted of an offense listed and described in section 18-8304, Idaho Code, or a substantially similar offense under the laws of another state or in a federal, tribal, or military court or the court of another country.

## COMMUNITY RELATIONS

4312  
(also 3557)

**School Property:** Includes but is not limited to buildings, facilities, and grounds on the school campus, school buses, school bus stops, school parking areas, and any facility being used for a school function.

Adopted 02-11-2004 Reviewed \_\_\_\_\_ Revised 06-08-2005  
11-19-2008

Cross Reference: Volunteers #4190, #2255 and #5720  
Conduct on School Property #4300  
Disruptive Employee or Public Conduct #4320 and #5245  
Disruption of School Operations #4325 and #3287  
Sex Offenders on School Property #4420  
Sex Offenders on School Property Procedures #4420P  
Letter to Parents/guardians Prohibiting Access to Convicted Sex Offenders #4420F1  
Letter Granting Request for Exception by Convicted Sex Offender #4420F2  
Letter Denying Request for Exception by Convicted Sex Offender #4420F3  
Letter to Employers and Contractors Regarding Access to School Property by Sex Offenders #4420F4  
Request for Permission to Visit School Property #4420F5  
Parent Teacher Conferences #4620

Legal Reference: I.C. § 18-916 Abuse of school teachers  
I.C. § 18-6409 Disturbing the peace  
IC § 33-122 Freedom from abuse  
I.C. § 33-205 Denial of school attendance  
I.C. § 33-506 (1)  
I.C. § 33-512(4) (11) (16) Governance of Schools

**SCHOOL VISITATIONS PROCEDURES****Daily Log of Visitors**

1. All visitors (including, but not limited to all parents/guardians, board members, volunteers, social service workers, invited speakers, maintenance and repair persons not employed by the District, staff from other District sites, representatives of the news media, sales persons and business representatives, former students, and all other visitors) shall register:
  - a. their name,
  - b. date,
  - c. purpose of the visit,
  - d. time in, and
  - e. time out.
2. The District's Director of Operations may authorize certain maintenance employees to check in to the school's main office by use of a telephone.

**Sex Offenders Visiting School Property**

1. Convicted sex offenders maybe granted permission to enter school property upon request for an exception from the Superintendent/designee pursuant to policy #4420 *Sex Offenders on School Property*.
2. Convicted sex offenders who have been granted permission to enter school property shall log their presence on their *Record of School Visits #4420F2* pursuant to policy #4420 and *Sex Offenders on School Property Procedures #4420P*.
3. Convicted sex offenders shall remain under the direct supervision of specified school personnel at all times while on school property when children are present.

**Observations or Visits**

1. Parents/guardians desiring to observe in a classroom during instructional time shall make prior arrangements with the teacher and the principal/designee. Such visits shall not be permitted if:
  - a. the duration or frequency interferes with the delivery of instruction or
  - b. the normal school environment is disrupted.
2. Delegations or professional visitors who wish to observe a classroom or particular program should make advance arrangements and secure the approval of the building principal/designee.

### **Conferences with School Personnel**

1. Any person wishing to confer with a staff member shall contact that individual by telephone to make an appointment.
2. Conferences with teachers should be held outside school hours or during the teacher's preparation period or conference time.

### **Reporting and Removing Loitering Individuals**

1. School employees shall report to the principal/designee any person loitering on or near school property.
2. The principal/designee shall ask such individual to leave or remove him/her from the school premises.
3. If the individual does not leave voluntarily or resists removal, he/she shall be considered to be in probable violation of disorderly conduct or trespassing statutes.
  - a. Law enforcement shall be notified and requested to assist in the removal of the individual from the building or grounds.
  - b. The principal/designee shall notify the Superintendent's/designee's office immediately if such a situation develops.

### **Removal of Unauthorized Persons**

1. The principal/designee may request assistance from law enforcement if any visitor or unauthorized individual refuses to leave school property or creates a disturbance.
2. Violation of District policy may lead to a person being considered unauthorized, removed from the building or grounds, and/or denied further access to school property

## **APPENDIX G EVALUATION OF CERTIFICATED PERSONNEL**

Bonneville Joint School District No. 93 has a firm commitment to performance evaluation of District personnel, regardless of their category and level, through the medium of a formalized system. The primary purpose of such evaluation is to assist personnel with continuous improvement in the quality of instruction and in teaching the written curriculum. It is the intent of the Board of Trustees to treat all personnel with respect, dignity and consideration. Therefore, every effort should be made to establish and maintain a cooperative approach in the evaluation process.

Supervisors shall have a process, that assists both them and teachers, to maintain a high standard of professional competency and to ensure best teaching strategies and designed curriculum. A set of guidelines upon which to base recommendations following district goals will be implemented for status of contract renewal, and/or change of assignment. Properly used, these guidelines should result in decisions that improve the quality of instruction and curriculum. If maintenance of the standard of professional competence is not occurring, the supervisor will assist in developing a plan for improvement.

### **Guidelines**

#### **Objectives and Criteria**

The performance evaluation system is designed to:

1. Maintain or improve each employee's job satisfaction and morale by letting him/her know that the supervisor is interested in his/her job progress and personal development.
2. Serve as a systematic guide for supervisors in planning each employee's further training.
3. Focus maximum attention on an employee's performance and achievement of assigned duties.
4. Assist in determining and recording special talents, skills, and capabilities that might otherwise not be noticed or recognized.
5. Assist in planning personnel moves and placements that will best utilize each employee's capabilities.
6. Provide an opportunity for each employee to discuss job problems and interests with his/her supervisor.

7. Assemble substantiating data for use as a guide, although not necessarily the sole governing factor, for such purposes as wage adjustments, promotions, disciplinary action, and termination.

### **Responsibility**

1. The Superintendent/designee has the overall responsibility for the administration of the Performance Evaluation Program and will ensure the fairness and efficiency of its execution, including:
  - a. The distribution of proper forms in a timely manner.
  - b. Ensuring completed forms are submitted by a specified date.
  - c. Reviewing forms for completeness.
  - d. Identifying discrepancies.
  - e. Ensuring proper safeguard and filing of completed forms.
2. The Immediate Supervisor is the employee's evaluator and has the responsibility for:
  - a. Continuously observing and evaluating an employee's job performance.
  - b. Holding periodic meetings with each employee to discuss job performance.
  - c. Completing Performance Evaluation Forms as required.

### **Sources of Data**

The following will be included in the evaluation process:

- Periodic observations
- Meetings with the employee
- Input from other sources including but not limited to stakeholder input and professional performance.

### **Frequency of Evaluation**

1. The District is not required to evaluate personnel employed pursuant to a Category 1 limited annual contract.
2. Category 2 and Category 3 nonrenewable contract employees will receive a minimum of two (2) written evaluations during the school year, one of which will be completed before January 1.

3. Renewable contract employees will receive at least one written evaluation annually.

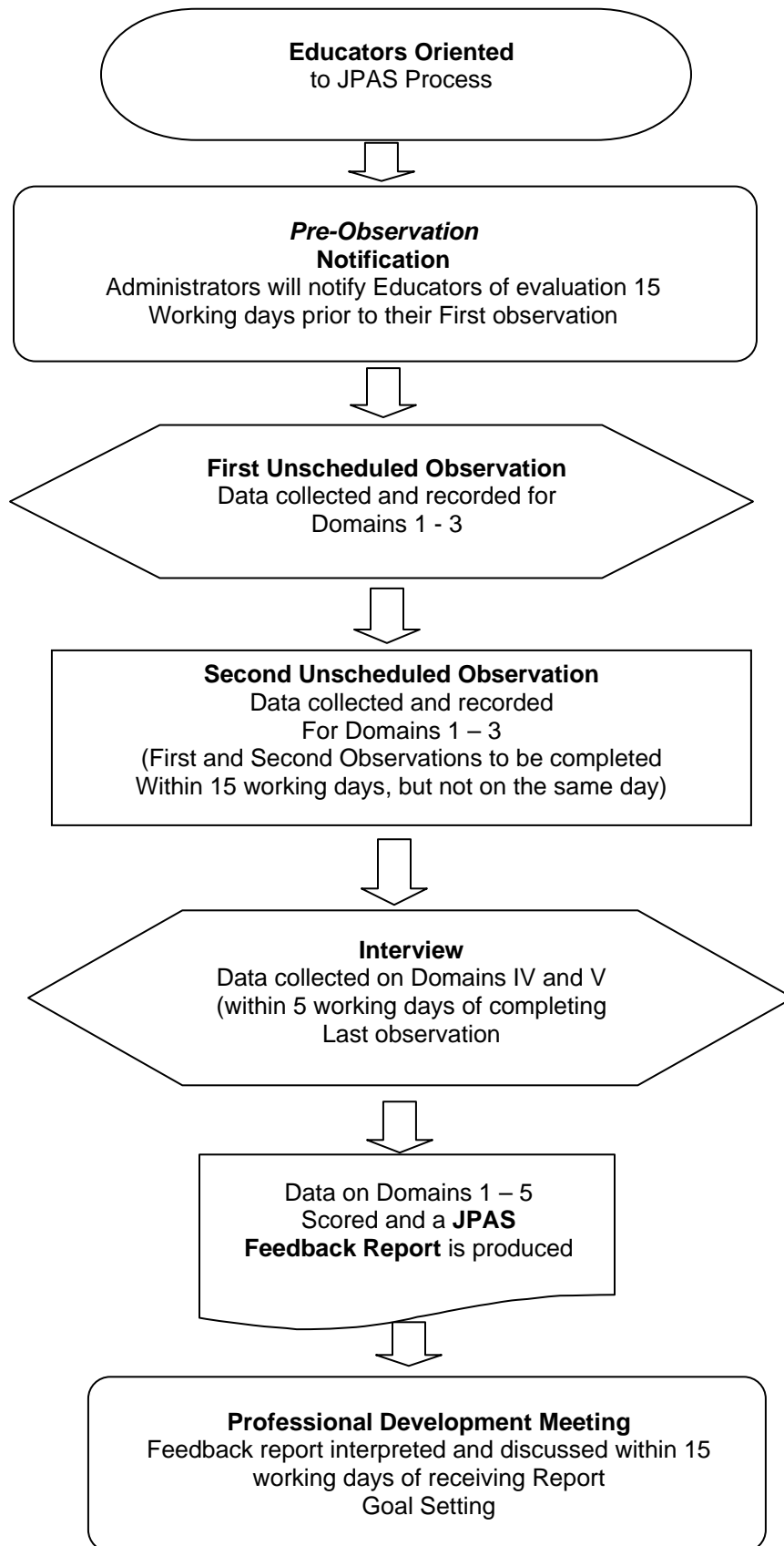
**Personnel Records**

1. Permanent records of each performance evaluation will be maintained in the employee's personnel file at the District Office.
2. Records will be kept confidential within the parameters identified in federal and state regulations regarding the right to privacy

Adopted 10-12-2005 Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

Legal Reference: IC § 33-513 Professional Personnel  
IC § 33-514 Issuance of Annual Contract – Support programs – Categories of  
Contracts – Optional Placement  
IC § 33-514A Issuance of Limited contract  
IC § 33-515 Issuance of Renewable Contracts  
IC § 33-518 Employee Personnel Files  
IDAPA 08.02.02.120 Local District Evaluation Policy

**JPAS Evaluation Flow Chart**



## CONTRACT STATUS BACKGROUND

### Category 1 Limited Contract Status

1. Certificated personnel employed on a Limited Contract are not entitled to probation or an informal review by the Board.
2. Such contracts are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.

### Category 2 Annual Contract Status

1. Certificated personnel employed on a Category 2 annual contract are not entitled to probation.
2. Upon decision by the Board not to reemploy the person for the following year, the certificated employee must be provided a written statement of reasons for non-reemployment by no later than May 25<sup>th</sup>.
3. No property rights are attached to this contract status and personnel are not entitled to an informal review by the Board of the reasons or decision not to reemploy.

### Category 3 Annual Contract Status

1. Pursuant to Idaho Code Section 33-514 (3) (c), if a certified employee on a Category 3 Annual Contract has unsatisfactory performance, as detailed in a current written evaluation; he/she must be placed on formal probation by the Board.
  - a. A decision to place certificated personnel on probationary status will be made in executive session and the employee shall not be named in the minutes of the meeting.
  - b. An appropriate plan of assistance must be developed, identifying the areas of deficiency and the conditions of probation.
  - c. The employee shall be notified in writing of the areas of work which are deficient, including the conditions of probation and the plan of assistance and evaluation.
  - d. The probationary period must be for a minimum of eight (8) weeks.
  - e. A record of the decision shall be placed in the employee's personnel file.
2. This procedure shall not preclude recognition of unsatisfactory work at a subsequent evaluation and the establishment of a reasonable period of probation.

3. After the probationary period, action shall be taken by the Board as to whether the employee is to be retained, immediately discharged, discharged upon termination of the current contract or reemployed at the end of the contract term under a continued probationary status.
4. Each employee, on probationary status, shall be given notice, in writing, whether he/she will be reemployed for the next ensuing year.
  - a. Such notice shall be given by the Board no later than May 25<sup>th</sup>.
  - b. If the Board decides not to reemploy the certificated employee, then the notice must contain a statement of reasons for such decision.
5. The employee must, upon request, be given the opportunity for an informal review of such decision by the Board.
6. The Board's decision, after the informal review will be delivered in writing to the employee.

### **Renewable Contract Status**

1. Continuing contract employees are entitled to a minimum of eight (8) weeks of probation prior to the Board determining that it will not renew the contract, or will reduce the employee's salary, as a result of unsatisfactory performance.
  - a. A decision to place such employees on probationary status will be made in executive session and the employee shall not be named in the minutes of the meeting.
  - b. An appropriate plan of assistance must be developed, identifying the areas of deficiency and the conditions of probation.
  - c. The employee shall be notified in writing of the areas of work which are deficient, including the conditions of probation and the plan of assistance and evaluation.
  - d. A record of the decision shall be placed in the employee's personnel file.
  - e. The period of probation will not affect the employee's renewable contract status.
2. This procedure shall not preclude recognition of unsatisfactory work at a subsequent evaluation and the establishment of a reasonable period of probation.
3. After the probationary period, action shall be taken by the Board as to whether the employee is to be retained, immediately discharged, discharged upon termination of the current contract, or reemployed at the end of the contract term under a continued

probationary status. Each such employee shall be given notice, in writing, whether he/she will be reemployed for the next ensuing year.

- a. If the Board decides not to reemploy, to discharge, or to reduce the salary of the certificated employee, then the notice must contain a statement of whether there is just and reasonable cause and if so what reasons it relied on for such determination.
  - b. Notice of non-renewal must be given no later than May 15<sup>th</sup>.
7. The employee must, upon request, be given the opportunity for a formal hearing regarding such decision.
  8. The Board's decision, after the hearing will be delivered in writing to the employee.

### **Supplemental Contract**

1. Supplemental contracts shall be separate and apart from annual, renewable, or limited contracts.
2. No property rights shall attach to a supplemental contract.
3. If the Board determines not to reissue a supplemental contract, written notice will be given to the employee describing reasons for the decision.
4. The employee, upon written request, shall be entitled to an informal review.
5. Within fifteen (15) days following the informal review, the Board shall notify the employee of its final decision in the matter.

Legal Reference:	IC § 33-513	Professional Personnel
	IC § 33-514	Issuance of Annual Contract – Support programs – Categories of Contracts – Optional Placement
	IC § 33-514A	Issuance of Limited contract
	IC § 33-515	Issuance of Renewable Contracts
	IC § 33-515A	Supplemental contracts
	IC § 33-518	Employee Personnel Files

## EVALUATION OF CERTIFICATED PERSONNEL PROCEDURES

The evaluation program for certificated personnel of the Bonneville Joint School District No. 93 will be administered according to the following guidelines.

1. The Jordan Performance Appraisal System (JPAS) along with the District's interim evaluation instrument shall be the district's tools for evaluating an educator's performance.
2. Certificated employees shall be evaluated by their principal/designee or immediate supervisor.
3. The principal/designee, immediate supervisor, or other certified JPAS evaluator shall review the purposes and procedures of the evaluation program with all certificated educators at least once each contract year.
  - a. A copy of the JPAS evaluation instrument will be provided to each certificated educator.
  - b. Certificated educators will be given notification of the evaluation process at least fifteen (15) working days prior to the first observation.

### Evaluation Frequency

1. Educators employed pursuant to a renewable contract shall be evaluated at least once during each contract year.
  - a. The JPAS instrument shall be used at least once every three (3) years.
  - b. At the discretion of the principal/designee or immediate supervisor, the Bonneville Joint School District No. 93 Interim Evaluation instrument (form #5140) may be used during the three (3) year cycle.
2. Educators employed by a Category 2 or a Category 3 nonrenewable annual contract shall be evaluated at least two (2) times each contract year using the JPAS instrument.
3. Educators employed pursuant to a Category 1 limited annual contract may be evaluated using the JPAS instrument.
4. Educators placed on probationary status shall be evaluated when necessary but not less than twice each contract year using the JPAS instrument.
5. Nothing herein shall preclude a principal/designee or immediate supervisor from evaluating an educator when it is deemed necessary.

**JPAS Evaluation Process**

1. A JPAS evaluation shall include:
  - a. two (2) unscheduled classroom observations
  - b. an interview, and
  - c. a professional development meeting.
2. Two (2) systematic, unscheduled classroom observations shall be conducted by the principal/designee or immediate supervisor using the JPAS observation instrument.
  - a. Each classroom observation shall be 30 minutes or more of observable time (as defined in the JPAS Domains document, 1994).
  - b. The two classroom observations shall not be conducted more than fifteen (15) working days apart.
  - c. The second observation may not be conducted on the same day as the first observation.
3. Data collected from the first (1<sup>st</sup>) unscheduled observation shall be sent to the Jordan School District Office.
4. An interview between the educator and the principal/designee or immediate supervisor shall be held within five (5) working days of the second (2<sup>nd</sup>) classroom observation.
  - a. Data will be collected on indicators that are not included in the JPAS classroom observation.
  - b. Data collected from the classroom observations will not be discussed during the interview.
5. Within five (5) working days after completing the interview, data collected from the two observations and the interview shall be sent to the Jordan School District Office to be electronically scored.
6. The Jordan School District Office will produce and return an individualized JPAS Feedback Report to the principal/designee or immediate supervisor within five (5) working days of the receipt of the JPAS observations and interview form.
7. Within fifteen (15) working days of receipt of the JPAS Feedback Report, the principal or immediate supervisor shall hold a professional development meeting for the educator.

- a. The JPAS Feedback Report and other lines of evidence shall be reviewed.
- b. Goals for professional development may be noted on the back of the JPAS Feedback Report.
- c. Professional development activities shall be identified to assist educators whose total score on the JPAS Feedback Report is in the “Did Not Meet Standard” range and a timeline for demonstrating acceptable levels of improvement shall be prepared on the JPAS Feedback Report Addendum.
- d. If the educator does not agree with any portion of the JPAS Feedback Report, other evidence, or professional development activities as outlined, the educator has the right to attach a written statement to the JPAS Feedback Report declaring his/her views.
- e. The JPAS Feedback Report and Addendum, if any, shall be signed by both the educator and the principal or immediate supervisor.
- f. The educator’s signature indicates receipt of the report but does not necessarily signify agreement with its contents.
- g. Copies of the JPAS Feedback Report and Addendum, if any, shall be given to the educator and principal or immediate supervisor.
- h. The original JPAS Feedback Report, Data Collection Sheet, and Addendum, if any, shall be placed in the educator’s personnel file located at the District Human Resources Office.
- i. Evaluation records are confidential and shall be managed as such.

### **Interim Evaluation Process**

1. The Bonneville Joint School District No. 93 Interim Evaluation instrument (form #5140F) will be used to document information regarding the teacher’s goals for improving student achievement.
  - a. Prior to the end of the 1<sup>st</sup> quarter, the teacher and administrator or supervisor will review and agree upon the indicator area or topic to be addressed.
  - b. The setting, including the population and special learning circumstances, will be described.
  - c. Baseline data with regard to the teacher’s goal area will be determined.

- d. The teacher will write a goal statement regarding his/her desired results for the ensuing school year.
  - e. Strategies for improvement will be discussed and documented.
2. The Interim Evaluation Form will be dated and signed by both the evaluator and the teacher during the initial review.
  3. During the school year, the administrator or supervisor will use a variety of sources when evaluating the teacher's progress, including but not limited to:
    - a. Periodic observations
    - b. Meetings with the teacher
    - c. Input from other sources including but not limited to stakeholder input and professional development.
  4. The administrator or supervisor will meet with the teacher for a final review before the end of the school year.
    - a. Data and results indicating the teacher's accomplishments during the year with regard to the agreed upon indicator area or topic that was focused on will be added to the Interim Evaluation Form.
    - b. Administrator and educator comments regarding the teacher's goal will also be added to the Interim Evaluation Form.
    - c. The Interim Evaluation Form will be dated and signed by both the evaluator and the teacher after the final review meeting.
  5. The completed and signed Interim Evaluation Form will be placed in the teacher's personnel file at the district office.

Adopted 10-12-2005 Reviewed \_\_\_\_\_ Revised 03-14-2007

**Interim Evaluation**  
**Bonneville Joint School District No. 93**  
***Assessing Teacher Quality through Goal-Setting***

**Teacher Annual Goals for Improving Student Achievement**

Teacher \_\_\_\_\_ Evaluator \_\_\_\_\_

Grade/Subject \_\_\_\_\_ School Year \_\_\_\_\_

School \_\_\_\_\_

Goals pursuant to this evaluation will be mutually agreed upon between the teacher and the administrator or supervisor.

**Setting** [*Describe the population and special learning circumstances*]

**Indicator Area** [*The area/topic I will address (e.g. JPAS Indicator, ISAT Data, ECA)*]

**Baseline Data** [*Where I am now (e.g. status at beginning of year)*]

**Goal Statement** [*What I want to accomplish this year (i.e. my desired results)*]

**Strategies for Improvement** *[Activities I will use to accomplish my goal]*

**Date Reviewed** [By end of 1<sup>st</sup> quarter] \_\_\_\_\_

\_\_\_\_\_  
Evaluator's Signature/Date                      Teacher's Signature/Date

**End-of-Year Data and Results** *[Accomplishment by year-end]*

**Date Final Review** *[By end of year]* \_\_\_\_\_

A signature on this report does not necessarily mean that the employee agrees with the opinions expressed but indicates that he/she has read the report and has had an opportunity for discussion with the evaluator. A copy will be placed in the employee's official personnel file. An employee may add a written response to this evaluation.

\_\_\_\_\_  
Evaluator's Signature/Date                      Teacher's Signature/Date

**Administrator/Supervisor Comments:**

**Educator Comments:**

## PROBATION OF CERTIFICATED PERSONNEL PROCEDURES

### Recommendation and Notification

1. If a detailed current written evaluation of a Certified Professional Employee (CPE) indicates unsatisfactory performance and upon recommendation of the principal or supervisor, the Director of Human resources may submit a recommendation to place the CPE on probation to the Board of Trustees for their consideration at an executive session of the Board.
2. Upon decision of the Board to place the CPE on formal probation, the Director of Human Resources will convey notice of such action to the employee. Such notice shall include the following:
  - a. reasons for probation and the areas in which the CPE's work is deficient,
  - b. the specific acts or omissions which support the reasons, and
3. Copies of following will be placed in the employee's personnel file at the District Office.
  - a. Record of Decision
  - b. Recommendation to place the CPE on probation
  - c. Minutes of executive session placing the CPE on probation
  - d. Notice to the CPE
  - e. The program of supervision and evaluation.
4. The CPE will be sent notification indicating that the above documents will be placed in his/her personnel file.

### Probationary Period

1. The probationary period shall be no less than eight (8) weeks.
2. A support team consisting of a learning specialist, a principal or supervisor, Association coordinator, and a grade/subject assistant teacher will be formed.
  - a. Learning Specialist designated by the Superintendent/designee
    - 1) Serves as chairman of the support team.

- 2) Schedules and attends needed review meetings.
  - 3) Writes periodic team reviews and gives copies to the teacher and the team members.
  - 4) Assists teachers with teaching performance.
  - 5) Writes the final team report to the Superintendent/designee and gives copies to the teacher and the team.
- b. Principal or Supervisor
- 1) Initiates probation procedures.
  - 2) Completes all necessary forms in compliance with District standards.
  - 3) Defines the need for probation with support statements.
  - 4) Observes the teacher and writes periodic reviews, giving copies to the teacher and team members.
  - 5) Attends all support meetings.
  - 6) Assists the teacher as outlined in the program of evaluation and supervision.
- c. Association Coordinator
- 1) Designated by the Association.
  - 2) The Association liaison person between the Administration and teacher to insure that the terms and conditions of probation are followed.
  - 3) Insures that the teacher is treated in a fair and equitable manner.
  - 4) Attends all support meetings.
  - 5) Observes and assists the teacher.
- d. Grade/Subject Assisting Teacher (Teacher with similar position)
- 1) Designated by the Learning Specialist, the Principal or Supervisor and the Association Coordinator.
  - 2) Observes and works directly with the teacher.
  - 3) Attends all support meetings.
3. During the eight (8) weeks of probation, a minimum of three (3) support team meetings will be held with the teacher.
- a. These meetings will be held at regularly scheduled intervals.
  - b. A report of the progress will be prepared by the team and written by the Learning Specialist following each meeting.
  - c. Copies of the report will be given to the teacher and all team members.
4. At the third (3<sup>rd</sup>) support team meeting, the parties will review the plans, objectives, and progress of probation.

- a. A report of progress will be prepared by the team and written by the Learning Specialist.
  - b. Copies will be given to the teacher and team members
  - c. Should the probation process be determined to be unsuccessful at the conclusion of the eight (8) week period, the principal or supervisor may recommend an additional period of probation, up to twenty (20) working days.
5. At the end of the probationary period, the Director of Human Resources will make a recommendation to the Board of Trustees to renew, reemploy, or terminate the employee based on a proposal and supporting evidence from the principal or supervisor.

**DEFINITION:**

**Probation:** The formal procedure for helping teachers improve teaching performance, utilizing a support team of learning specialists, supervisors and peer teachers.

Adopted 10-12-2005 Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

Legal Reference:	IC § 33-513	Professional Personnel
	IC § 33-514	Issuance of Annual Contract – Support programs – Categories of Contracts – Optional Placement
	IC § 33-514A	Issuance of Limited contract
	IC § 33-515	Issuance of Renewable Contracts
	IC § 33-515A	Supplemental contracts
	IC § 33-518	Employee Personnel Files
	IDAPA 08.02.02.120	Local District Evaluation Policy

**DISCHARGE OF CERTIFICATED PERSONNEL PROCEDURES****Recommendation and Notification**

1. If a Certificated Professional Employee (CPE) has committed:
  - a. material violations of the rules and regulations of the Board of Trustees or
  - b. material violations of the State Board of Education or
  - c. has committed acts which constitute grounds for revocation of a teaching certificate,

the Director of Human resources, upon recommendation from the principal or supervisor, may submit a recommendation for discharge of said employee to the Board of Trustees.
2. The following shall be listed in the recommendation of discharge:
  - a. Specific acts or omissions committed by the CPE that support allegations of violation of the Board's Policies, or
  - b. Specific acts or omissions committed by the CPE in violation of the rules and regulations of the State Board of Education, or
  - c. Specific acts or omissions committed by the CPE that constitute grounds for revocation of a teaching certificate found in Idaho Code § 33-1208.
3. There must be sufficient factual basis and specific incidents to support the conclusions listed in the recommendation of discharge.
4. Upon decision of the Board to issue a notice of possible discharge to the CPE, the Director of Human Resources will convey such notice to the employee through an affidavit of service on the CPE.
  - a. The reasons for the recommendation of discharge shall be included in the notice to the employee.
  - b. The specific incidents that support the allegations shall be listed in the notice including:
    - 1) the date of each specific incident,
    - 2) who was present during each specific incident,
    - 3) specific facts as to what happened,
    - 4) where the incident took place, etc.

- c. The notice shall include the scheduled date, time, and place of a hearing to be held to determine the truth of the allegations.

### **Hearing**

1. The district shall allow a reasonable extension of time regarding the hearing date upon written request from the employee for additional time to prepare for said hearing.
2. The employee has the right to request, in writing, that the hearing be held in executive session.
3. Absent a written request for the hearing to be held in executive session, the hearing shall be held in public.
4. The Board may or may not use a hearing officer during the hearing.
5. The proceedings of the hearing will be recorded either by an electronic recorder or by stenographic recording by a certified court reporter.
6. The District's exhibits supporting the allegations will be marked and an exhibit list indicating whether the exhibit offered is admitted or denied shall be maintained by the clerk of the Board.
7. The CPE shall be notified that he/she may be represented by legal counsel and/or by a representative of the Bonneville Education Association or Idaho Education Association.
8. The employee has the right to:
  - a. cross-examine witnesses who may be called to testify against her/him,
  - b. examine any documents which are part of the evidence to support the charges against her/him, and
  - c. produce his/her own witnesses and other evidence to defend against the charges made.
9. The Board of Trustees will consider any additional facts and grounds revealed during the hearing in making its final determination.

### **Decision of the Board**

After completion of the hearing regarding possible discharge the Board may deliberate and shall vote on the question of discharge.

1. Based upon the Board’s Findings of Fact and Conclusions of Law the employee will either be discharged or retained as an employee of the District.
2. Depending on the Board’s decision, the Human Resources Director will convey one of the following to the employee:
  - a. a notification of discharge including the effective date of discharge along with a copy of the Board’s Findings of Fact and Conclusions of Law or
  - b. a notification of retention as an employee of the district discharge along with a copy of the Board’s Findings of Fact and Conclusions of Law.

**Document Placement in Personnel File**

1. The copies of the following documents shall be placed in the employee’s personnel file:
  - a. notice of possible discharge
  - b. Board’s Findings of Fact and Conclusions of Law
  - c. notification of discharge or notification of retention as an employee of the District
2. The CPE will be sent notification indicating that the above documents will be placed in his/her personnel file.

Adopted 10-12-2005 Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

Legal Reference: IC § 33-513 IC § 33-514  IC § 33-514A IC § 33-515 IC § 33-515A IC § 33-518 IDAPA 08.02.02.120	Professional Personnel Issuance of Annual Contract – Support programs – Categories of Contracts – Optional Placement Issuance of Limited contract Issuance of Renewable Contracts Supplemental contracts Employee Personnel Files Local District Evaluation Policy
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**Level One (Immediate Supervisor)**

Date of Initial Meeting: \_\_\_\_\_

Date of Response from Supervisor: \_\_\_\_\_

Results: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Level Two: (Submitted in writing to Bonneville Education Association grievance chair)**

Date submitted to BEA (within 15 days of initial meeting, or within 5 days of receiving written response): \_\_\_\_\_

Date submitted to superintendent by BEA (within 5 days): \_\_\_\_\_

Date of written response (within 10 days): \_\_\_\_\_

Results: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Level Three (Arbitration)**

Date of written request for arbitration to BEA (within 15 days) \_\_\_\_\_

Date of BEA request to district (within 15 days) \_\_\_\_\_

Date of request to FMCS (within 10 days) \_\_\_\_\_

Date of selection of Arbitrators (within 10 days of receipt of list) \_\_\_\_\_

Date of hearing: \_\_\_\_\_

Date of meeting with Board and BEA representative to discuss report: \_\_\_\_\_

Date of official Board action: \_\_\_\_\_

Results: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_