

**PROCEDURAL / NEGOTIATIONS AGREEMENT
BETWEEN
FRUITLAND SCHOOL DISTRICT #373
AND
FRUITLAND EDUCATION ASSOCIATION**

This Agreement is made and entered into pursuant to the laws of Idaho (Idaho Code 33-1271 - 1276) by the Board of Trustees of the Fruitland School District #373 (hereinafter referred to as the Board) and the Fruitland Education Association (hereinafter referred to as the Association). The forenamed parties agree to the following:

Article I - Recognition

The Board recognizes the Association as the exclusive bargaining representative of all certified personnel of the Fruitland School District #373 with the exception of the principals, superintendent, and temporary and substitute certificated employees.

At any time the Board and fifty percent (50%) of the teachers request in writing that a representation election be held, the Board shall initiate a secret ballot election to be held to determine whether the Education Association, another representative or no representation is the wish of the majority of the teachers. The votes will be counted by the superintendent and a designee from the current representative organization. The majority wishes shall be controlling.

Article II - Procedures

1. The Board or its designee shall meet with the Association representatives; to negotiate in good faith an agreement hereinafter referred to as the "Collective Bargaining Agreement."
2. Items to be negotiated and included in the Collective Bargaining Agreement shall be limited to certificated teacher salary schedule and base salary, extra-curricular salary, health, dental, vision and life insurance, personal leave, professional leave/development, sick leave, sick leave bank, transfer and reassignment procedure, hiring procedure, patron grievance procedure, staff grievance policy, and reduction in force procedure.
3. Negotiations may be initiated by either party by means of written request no later than March 15th. The parties shall have their first negotiations meeting within 20 calendar days of the negotiation request.

4. The party requesting negotiations will submit a complete package of written proposals at the first meeting.
5. Negotiations sessions will be held at times and places mutually agreed upon.
6. Each party shall designate a negotiation team of no more than three members. Each team shall bargain on behalf of its respective party, with one person on each team acting as chief negotiator. During negotiation sessions, each member of the respective teams has the right to speak openly and freely on behalf of his/her party regarding items under consideration.

Article III - Agreement

Tentative agreements shall be in writing and shall be signed and dated by each party's chief negotiator. Tentative agreements have no effect or force until ratified by the Association and then the Board. Ratification shall only be on the entire package of tentative agreements.

When ratified by both parties, the Agreement shall be signed by the President of the Association and then by the Chairman of the Board.

Extracurricular duties are under separate contracts and are not negotiable.

Article IV - Duration

This Procedural Agreement shall become effective as of July 1, 2009, and shall remain in force until June 30, 2010; provided, however, that this Agreement will automatically be renewed and continued in full force and effect for successive additional periods of one year unless either party gives written notice to the other party on or before February 1 of its desire to negotiate as to the terms of a possible successor Procedural Agreement. No successor Procedural Agreement shall be effective until signed by both parties. If no successor Procedural Agreement is reached, this Procedural Agreement shall remain in full force and effect.

Nothing contained herein is intended to or shall conflict with, or abrogate the powers or duties and responsibilities vested in the legislature, State Board of Education, and the Board of Trustees of Fruitland School District #373 by the laws of the State of Idaho. The Board of Trustees of School District #373 is entitled, without negotiation or reference to any negotiated agreement, to take action that may be necessary to carry out its responsibilities due to situations of emergency or acts of God.

Article V - Acceptance

**Fruitland Education Association
Fruitland, Idaho**

President, Fruitland Education Association

Date

**Board of Trustees
Fruitland School District #373
Fruitland, Idaho**

Chairman, Board of Trustees

Date

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
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INSURANCE

MEDICAL INSURANCE

The Fruitland School District agrees to pay the employees' share of medical insurance for the Blue Cross group insurance plan. The deductibles on which are \$200 single PPO and \$400 family PPO. This insurance plan also includes a prescription card.

The Fruitland School District and teachers' representative organization acknowledge the following situation to exist.

As a result of employee buy down increases, the Goss Fund will potentially grow to an amount larger than needed to cover the projected insurance increase for the 2009-2010 year.

Therefore, any excess funds; excluding the \$35,000 minimum fund balance and the amount needed to offset an insurance increase, will be divided by percentage of increase incurred per certified employee paying a buy down amount. This insurance rebate will be applied to the certified employee's 2009-2010 Blue Cross medical insurance premiums.

Example of how funds could be distributed:

	PPO
2 Party	39%
Family	38%
2 Party No Spouse	13%
Family No Spouse	10%

(Equals rebating 100% of the Goss Fund excess)

Individuals falling into the above categories would divide equally their portion of the excess funds.

VISION INSURANCE

The Fruitland School District agrees to pay the employees' share of vision insurance (VSP) provided through Blue Cross.

DENTAL INSURANCE

The Fruitland School District agrees to pay the employees' share of dental insurance.

LIFE INSURANCE

The Fruitland School District agrees to pay for \$20,000 of term life insurance for each employee. This insurance is provided through Standard Insurance Company.

PERSONAL LEAVE

Certified personnel desiring personal leave are to request this leave in writing to the building principal. Teachers may be granted personal leave if a substitute is available. Personal leave for all other certified personnel will be at the discretion of the building's principal.

Authorization for the leave will be given to certified personnel by the building principal. Up to five (5) days of personal leave may be taken during the year. The district will deduct \$60 per day, or the rate of a substitute teacher, whichever is greater, from the certified personnel's pay for the 4th and 5th day of leave, if used. Personal leave is not cumulative and is defined as leave to attend to matters of a personal nature.

These days of personal leave may not be used the first two weeks of school or the last two weeks of school without previous arrangement with the building principal.

At the end of the school year, certificated employees have the option to be reimbursed for unused personal days of the three (3) paid for by the school district. Each reimbursable personal day will be valued at \$60 per day, or the rate of a substitute teacher. Certified employees seeking the reimbursement for unused personal days must do so in writing by May 15th of the school year. The reimbursement for unused personal days will be included in the certified staff's June paycheck.

PROFESSIONAL LEAVE/DEVELOPMENT

Each certified employee has two days per year for professional leave of absence for workshops, conferences, seminars and/or classes. These days will be granted if the following criteria are met:

1. A suitable substitute can be found.
2. A written request is submitted five (5) working days in advance of the requested date(s).
3. Lesson plans and substitute folders are completed and submitted to the principal one (1) working day in advance of the requested date(s).

Additional professional leave of absence without loss of pay may be granted if the following criteria are met:

1. A suitable substitute can be found.
2. A written request and explanation is submitted five (5) working days in advance of the requested date(s).
3. Lesson plans and substitute folders are complete and submitted to the principal one (1) working day in advance of the requested date(s).
4. Superintendent approval.

The Superintendent shall grant certified employees professional leave of absence days to attend meetings of the state teacher's association. The total number of these days granted for all certified employees shall not exceed ten (10) days.

Each building will have a professional development committee to meet their building's professional development needs. The formation and direction of each building's committee will be in accordance with the Fruitland School District's Professional Development policy.

SICK LEAVE

After a teacher has reported for duty, he/she will be allowed sick leave in accordance with current Idaho School Law, one (1) day for each month of service.

Accumulated sick leave from another Idaho School District may be transferred to this district, as provided by Idaho Code.

Certificated employees serving less than full time under contract, shall be entitled to that proportional amount of sick leave.

It is the intent of the Board that employees will use sick leave only for illnesses or injury to the employee; medical provider appointments; illness of the employee's immediate family (spouse, children, siblings, parents, grandparents, grandchildren and the same members of the spouse's family).

The district shall have the right, at the superintendent's discretion, to require that the employee provide proof of illness or injury adequate to protect the district against malingering and false claims.

SICK LEAVE BANK

- A. Each professional employee of this district 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. Deposits to the sick leave bank may be made from September 1 to October 15th. Deposits may be called for during the year if the bank falls below 20 days. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement.
- B. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating professional employees upon recommendations of the sick leave bank committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring physical disability resulting from illness or injury extending beyond the professional employee's accumulated sick leave.
- C. Application for use of the sick leave days from the bank shall be submitted to the sick leave bank committee for its recommendation. The committee shall meet within 72 hours of the request and determine the eligibility of the employee. If the committee deems necessary, it shall require proof of illness at the time of application and, from time to time after a grant has been made.
- D. In order for a professional employee to be eligible to apply for sick leave benefits from the Sick Leave Bank, the employee must first: 1) be a contributor to the bank, 2) have used all of their paid personal days, and 3) have used all of his/her sick leave or if the employee has more than 50 days of accumulated leave and has used 20 of those; the committee may grant four (4) days for every (2) of their own that is used.
- E. For the initial year of operation, each participating employee shall contribute one (1) day of his/her accumulated sick leave days to the sick leave bank. Each subsequent year of the Bank's operation, the sick leave bank committee shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent. The number of accumulated sick leave days an employee may contribute to the bank shall be limited to 100% of that employees sick leave days.
- F. The maximum number of days that can be granted in any one fiscal year will be the remaining number of days an employee is scheduled to work under his/her current contract. In no case will the granting of leave cause an employee to receive more than his/her annual salary for that year.
- G. Bank grants to individual employees will not be carried over from one fiscal year to another; all such grants will end at the termination of the school year. If a professional employee does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank.

H. The Sick Leave Bank Committee shall consist of Two (2) members appointed by the representative teacher organization, and two (2) members appointed by the Board, excluding the superintendent. In case of a tie vote on a request, the superintendent will cast the decided vote. The committee members shall develop and distribute rules and procedures for the orderly administration of the bank not inconsistent with the terms of this agreement. The committee shall be responsible for reporting to the district's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the bank and all other information necessary for the employee's records.

SICK LEAVE BANK CONTRIBUTION FORM

I wish to contribute _____ day/days to the sick leave bank.

Name

Date

TRANSFER, REASSIGNMENT AND HIRING

Section 1: Posting Vacancies

It is the intent of the District and Association that reasonable effort is made to provide professional employees with information regarding the establishment of new positions as well as vacancies in existing positions. Vacancies will be posted for all vacated or newly created coaching, athletic director, administrative, or certificated positions. Vacancies will be posted: in each school, through notification to the FEA president(s), and through certified email distribution lists, as they occur throughout the school year. Notice of vacancies which occur when school is not in session shall be posted: at the district office, available on the district office telephone recording and included in any correspondence the District makes to its employees, including checks mailed during the summer. Such posting will include:

- Grade Level and Subject Matter
- Building
- Opening Date
- Closing Date

All vacant positions are to be posted for in-district staff applicants and out-of-district applicants. In-District staff will have five (5) working days to submit a Notice of Interest form for the vacant position. The Administrator will review all in-district Notice of Interest forms as outlined in Section 3 before interviews with out-of-district candidates can begin.

Section 2: Selection Process for In-District Applicants

When vacant positions occur and a transfer between buildings and/or changes in teaching are available, information on vacancies will be made available to all teachers as outlined in Section 1. In-District applicants, who have submitted a Notice of Interest, will be reviewed on the basis of professional expertise; which includes competency and qualifications of the applicant (Highly Qualified as defined by the State Board of Education), length of service in the district, and other relevant factors.

In filling vacant positions, first consideration will be given to qualified employees already employed by the Fruitland School District. The Board shall consider the recommendation of the administrator before filling the vacant position.

Section 3: Voluntary Transfer

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a Notice of Interest form at the District Office any time before the five (5) day posting deadline. The hiring administrator will review Notice of Interest forms and contact each teacher for a conference. Each in-district candidate will be notified if they will or will not be recommended to the Board for the vacant position. The in-district applicant may request a follow-up conference with the hiring administrator.

Teachers must notify their building administrator when they are being considered for an in-district transfer to another position in another building. Teachers are limited to one voluntary transfer per school year and are committed to that transfer for one school year at such time the administrator notifies him/her that he/she will recommend the transfer request be approved.

Section 4: Involuntary Transfer

Any certificated employee affected by an involuntary transfer shall be notified immediately. Reverse seniority shall apply for involuntary transfers among persons with appropriate certification and abilities for the assignment. The administrator will schedule a conference with the employee to discuss the reassignment and/or other options. Any certificated employee affected by an involuntary transfer shall be released by the Board from his/her contract if he/she so requests.

HIRING

Section 1: Out of District

When a position becomes available after all transfers have been completed, applicants considered for the position will be interviewed by a hiring committee. The administrator will make his/her recommendation to the Superintendent. Applicants will be selected by the Board of Trustees upon recommendation of the Superintendent.

All recommended applicants must have a valid certificate or be able to obtain a valid certificate and have it on file in the District Office at the beginning of the school year. Salary could be withheld if the certificate is not on file by September 10th of the given school year, unless other arrangements with the District Office have been previously made.

PATRON GRIEVANCE VERIFICATION

A patron grievance will not come before the Board, unless the Superintendent verifies that the Patron Grievance Procedure policy has been followed. Before any changes can be made to the Patron Grievance Procedure policy, the District and/or FEA will provide input to each other concerning proposed changes.

STAFF GRIEVANCE PROCEDURE

A complaint is an assertion by an employee that there has been a violation, misinterpretation, or inequitable application of district policies, the negotiated agreement, regulations and procedures, existing laws, or other actions that adversely and directly affect the employee and/or his/her work.

It is the intent of this procedure that employee complaints will be identified and corrected at the earliest possible time, and at the lowest level of supervision. The employee has ten (10) working days to file a complaint after the perceived violation, misinterpretation, or inequitable application of district policies, the negotiated agreement, regulations and procedures, existing laws, or other actions that adversely and directly affect the employee and/or his/her work.

Complaint processing should be viewed as a positive and constructive effort which seeks to establish the facts upon which the complaint is based and to come to a fair conclusion. Employees will not be discriminated against nor will reprisal be attempted against an employee because he/she filed a complaint.

Procedures

Complaints will be processed according to the step-by-step procedures outlined below:

1. Working Site -- Level One
 - a. A complaint will be presented orally and informally to the immediate administrator/ supervisor (i.e. Department Head, Director, Assistant Principal, Principal). If the complaint is not promptly resolved, it will be reduced to writing and submitted to the immediate administrator/supervisor. A copy of the complaint will also be submitted to the Superintendent by the complainant.
 - b. Within five (5) work days of receiving the complaint, the immediate administrator/supervisor will render a decision, in writing, to the complainant and the person or persons originally involved in the complaint.
 - c. (If applicable) After receiving the decision at Step b, the complainant may appeal the decision, in writing, to the appropriate director, administrator, or administrative assistant.
 - d. The administrator/supervisor will, within five (5) workdays of receipt of the appeal, investigate and render a decision, in writing, to the complainant, the immediate supervisor, and to the person or persons originally involved in the complaint.

2. District -- Level Two
 - a. After receiving the decision at Level one (1), the complainant may appeal the decision, in writing, to the Superintendent, or official designee.
 - b. The Superintendent, or official designee, will, within ten (10) workdays of receipt of the appeal, investigate and render a decision, in writing, to the complainant, the administrator, or immediate supervisor, and to the person or persons originally involved in the complaint.

3. Advisory Committee Review -- Level Three
 - a. After receiving the decision at Level two (2), the complainant may appeal the decision, in writing, to the Superintendent or official designee, requesting a District Grievance Advisory Committee review. (The District Grievance Advisory Committee shall consist of four (4) district employees: 1)the superintendent, 2)one member selected by the aggrieved employee, 3)one member selected by the person the grievance is being filed against, 4)and the fourth member being selected by the original three committee members.) The Superintendent will be an ex-officio non-voting member of the committee. If the Superintendent is party to the original complaint, a suitable replacement will be determined by committee members.
 - b. The District Grievance Advisory Committee, will, within ten (10) work days of selection, investigate and render a decision, in writing, to the complainant, and to the person or persons originally involved in the complaint.

4. Governing Board -- Level Four
 - a. After receiving the decision at Level Three (3), the complainant or the person or persons originally involved in the complaint may appeal the decision, in writing, to the Board of Trustees.
 - b. The Board will schedule the matter for a review within twenty (20) work days following receipt of the appeal. The complainant shall have the right to present such witnesses and evidence as he/she deems necessary to develop facts pertinent to the grievance at the review.
 - c. The Board will render a decision within ten (10) work days after the review and such decision will be deemed final.

REDUCTION IN FORCE

When the Board of Trustees of Fruitland School District No. 373 determines that it is in the best interest of the district to reduce the number of certificated classrooms employees, reasons such as, but not limited to the following will be considered: financial emergency, decreased enrollment, decreased enrollment in a particular program, or curriculum change. The reduction in number shall be effected in accordance with the following procedures and in compliance with applicable sections of Idaho Code:

1. Teachers on an annual contract (noncontinuing) shall be terminated on the basis of seniority, before termination of any teacher who has entered upon a renewable contract (continuing) and who is legally qualified to hold a position currently held by a teacher who has not entered upon a renewable contract.
2. Layoff of teachers on renewable contract (continuing) shall be based on seniority.
3. When elimination of a position in a department is made, personnel currently serving in that department will be ranked according to seniority, with the teacher or teachers with the least seniority being terminated. Such non-renewed teacher bump the least senior teacher in any area for whose position he or she holds legal certification at the time the non-renewal notice was served.

For purposed of determining seniority, the following rules shall apply:

1. Seniority shall be determined on the basis of last consecutive employment in this school district. Employment shall be counted from the date on which the employee began performance of the duties in the contract. For the purposes of determining seniority, the teacher who had a full year contract working part-time shall be credited with a full year's experience.
2. If a tie shall result in Step 1, above, seniority shall be determined by the greater number of credits earned and approved by the Board of Trustees toward salary schedule position as of November 1 of the current school year.
3. If a tie shall result in Step 2, above, seniority shall be determined by total employment in this school district.
4. If a tie shall result in Step 3, above, seniority shall be determined by the greater number of credits earned and approved by the Board of Trustees toward salary schedule position as of November 1 of the current school year.
5. If a tie still exists after Step 4, above, seniority shall be determined by total employment as a contracted employee of a public or federally-operated school system.

6. If a tie still exists after Step 5, above, the Superintendent of Schools after conference with Principals or Supervisors, shall determine which of the tied tied employees shall be terminated. In making such determination, the Superintendent shall give consideration to factors such as years of experience in the subject area, recency of professional training, potential in extracurricular assignments, quality of service rendered to the district, but consideration shall not be restricted to these items.

If the Board of Trustees increases the number of teachers, reinstates programs or has vacancies resulting from resignation or retirement within two years after the reduction in force, the Board shall first offer reemployment in reverse order to the teachers laid off where legally qualified. A teacher's failure to respond affirmatively within ten calendar days after receipt of the Board's letter, sent to the teacher's address on file with the district, shall result in termination of the teacher's right to recall. The teacher may refuse a part-time position without terminating the right to recall for the remainder of the recall period.

All benefits to which a certified employee was entitled at the time of his/her layoff including: unused accumulated sick leave and placement on the proper position of the salary schedule will be restored should the employee return to active employment. A certified employee will not receive increment credit for the time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring renewable contract status.

Definition: The term certified classroom employee as used here-in shall refer to all certified employees with the exception of Principals and the Superintendent.

DURATION

This Collective Bargaining Agreement shall become effective as of July 1, 2009 and shall remain in force until June 30, 2010; provided, however, that this agreement will automatically be renewed and continue in full force and effect for successive additional periods of one year unless either party gives written notice to the other party on or before February 1 of its desire to negotiate as to the terms of a possible successor Collective Bargaining Agreement. No successor Collective Bargaining Agreement shall be effective until signed by both parties. If no successor Collective Bargaining is reached, this Collective Bargaining Agreement shall remain in force and effect.

ACCEPTANCE

FRUITLAND EDUCATION ASSOCIATION
FRUITLAND, IDAHO

President, Fruitland Education Association

Date

BOARD OF TRUSTEES
FRUITLAND SCHOOL DISTRICT #373
FRUITLAND, IDAHO

Chairman, Board of Trustees

Date

