

**POCATELLO/CHUBBUCK SCHOOL DISTRICT NO. 25 BOARD OF TRUSTEES  
SPECIAL MEETING FOR THE PURPOSE OF TAKING ACTION ON HUMAN RESOURCES ITEMS  
(With Action to be Taken)**

**AND;**

**SPECIAL MEETING/EXECUTIVE SESSION TO DISCUSS IN ACCORDANCE WITH IDAHO CODE:  
IDAHO CODE 67-2345 (1) (b) *To consider the evaluation, dismissal, or disciplining of, or to hear  
complaints or charges brought against public school student*  
(With option to take any action in Open Session)**

**Superintendent's Office at the Education Service Center  
3115 Pole Line Road  
Pocatello, ID 83201  
4:15 p.m.**

**Tuesday, June 7, 2011**

**AGENDA**

The Board of Trustees for the Pocatello/Chubbuck School District No. 25 will hold a Special Meeting in the Superintendent's Office at the Education Service Center, 3115 Pole Line Road, Pocatello, ID 83201 for the Purpose of a Special Meeting to discuss and Take Action on the following:

- 1. Welcome, Call to Order and Statement of Purpose**
- 2. Ratify the Tentative Negotiated Agreement between the Pocatello Education Association (PEA) and the Pocatello/Chubbuck School District No. 25 Board of Trustees for 2011-12**
- 3. Set Compensation for the Superintendent for 2011-12**
- 4. Set Compensation for Administrators for 2011-12**
- 5. Set Compensation for Classified Personnel for 2011-12**
- 6. Set Pay Rates for Substitute Teachers for 2011-12**
- 7. Take Action to Issue Contracts for Certificated Personnel/Teachers and Administrators for 2011-12**
- 8. Adjourn to Executive Session to Discuss Student Discipline in Accordance with Idaho Code, Section 67-2345 (1) (b) *to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public school student.***
- 9. Return to Open Session**
- 10. Take any Action Pertinent to Student Discipline**
- 11. Adjourn**

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**Tuesday, June 7, 2011**

**EXPLANATION OF AGENDA**

The Board of Trustees for the Pocatello/Chubbuck School District No. 25 will hold a Special Meeting in the Superintendent's Office at the Education Service Center, 3115 Pole Line Road, Pocatello, ID 83201 for the Purpose of a Special Meeting to discuss and Take Action on the following:

**1. Welcome, Call to Order and Statement of Purpose**

Chair Donnelly will call the meeting to order and state the purpose of the meeting.

**2. Ratify the Tentative Negotiated Agreement between the Pocatello Education Association (PEA) and the Pocatello/Chubbuck School District No. 25 Board of Trustees for 2011-12**

Included in the packet is a tentative Negotiated Agreement between the Pocatello Education Association (PEA) and the Pocatello/Chubbuck School District No. 25 Board of Trustees for 2011-12. The Pocatello Education Association (PEA) held a public meeting on Friday June 3, 2011 for the purpose of taking a ratification vote on the tentative agreement between the Pocatello Education Association (PEA) and the Pocatello/Chubbuck School District No. 25 Board of Trustees for 2011-12. Mr. Davis reported to the administration that the PEA ratified the tentative Negotiated Agreement for 2011-12 by a vote of 101-39. Mr. Smart will review the tentative agreement and will answer any questions at the time of the meeting.

**Administrative Recommendation:** Administration recommends the Board take action to ratify the tentative Negotiated Agreement between the Pocatello Education Association (PEA) and the Pocatello/Chubbuck School District No. 25 Board of Trustees for the 2011-12 school year as presented.

**Board Direction/Action:**

**3. Set Compensation for the Superintendent for 2011-12**

The proposed 2011-12 District 25 General Fund budget is being prepared for Board adoption at the June 21, 2011 Regular Board Meeting per direction of the Board. The preparation of this budget maintains current salary levels for District employees inclusive of the Superintendent. The Negotiated Agreement represents a frozen salary schedule for teachers with the allowance of one step for those eligible for years of experience and movement for education as documented by transcripts. Given the ratification of the Negotiated Agreement between the Pocatello Education Association (PEA) and the Pocatello/Chubbuck School District No. 25 Board of Trustees for 2011-12 it is timely that other compensation levels be authorized by the Board.

**Administrative Recommendation:** The administration recommends the Board maintain the 2010-11 compensation level for the Superintendent for the 2011-12 school year.

**Board Direction/Action:**

**4. Set Compensation for Administrators for 2011-12**

Based on the previous discussion it is timely for the Board to set compensation levels for administrators for 2011-12 with an understanding that the legislature is funding one step of experience for those eligible for movement and educational movement based on verification of credits per transcripts.

**Administrative Recommendation:** The administration recommends Board maintain the 2010-11 compensation levels for Administrators for the 2011-12 school year with the exception of the allowable one step for experience for those eligible and lane movement for education per the action of the Idaho State Legislature.

**Board Direction/Action:**

**5. Set Compensation for Classified Personnel for 2011-12**

Per the previous discussion it is timely for the Board to set compensation levels for classified personnel for 2011-12.

**Administrative Recommendation:** The administration recommends Board maintain the 2010-11 compensation levels for classified personnel for the 2011-12 school year.

**Board Direction/Action:**

**6. Set Pay Rates for Substitute Teachers for 2011-12**

Per the previous discussion it is timely for the Board to set pay rates for substitute teachers for 2011-12.

**Administrative Recommendation:** The administration recommends Board maintain the 2010-11 pay rates for substitute teachers for the 2011-12 school year.

**Board Direction/Action:**

**7. Take Action to Issue Contracts for Certificated Personnel/Teachers and Administrators for 2011-12**

Given the ratification of the Negotiated Agreement between the Pocatello Education Association (PEA) and the Pocatello/Chubbuck School District No. 25 Board of Trustees for 2011-12 it is timely for the Board to hire the certificated teaching and administrative staff for the 2011-12 school year and direct that appropriate contracts be issued to the certificated staff per the changes in State Statute. A list of certificated personnel/teachers and administrators to be hired for the 2011-12 school year will be included in the addendum. Contracts will be issued following the action of the Board.

**Administrative Recommendation:** The administration recommends Board take action to hire the roster of certificated personnel/teachers and administrators for the 2011-12 school year and direct the administration to issue the appropriate contracts to those certificated employees.

**Board Direction/Action:**

**8. Adjourn to Executive Session to Discuss Student Discipline in Accordance with Idaho Code, Section 67-2345 (1) (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public school student.**

**9. Return to Open Session**

**10. Take any Action Pertinent to Student Discipline**

**11. Adjourn**

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*NEGOTIATED AGREEMENT*

*2011-2012*

*THE BOARD OF TRUSTEES*

*OF*

*SCHOOL DISTRICT NO. 25*

*AND*

*POCATELLO EDUCATION ASSOCIATION*

## ARTICLE 1

### RECOGNITION OF NEGOTIATIONS

#### 1.1 Recognition

The Board recognizes the Association has proved itself for the 2011-2012 Negotiated Agreement to be the exclusive bargaining representative of all professional certificated employees of School District Number Twenty Five except as follows: Superintendent, Directors of Elementary and Secondary Education, Director of Curriculum, Director of Human Resources, Director of Business Operations, Director of Employee Services, Community Relations and Communications Specialist, Director of Special Services, Director of Student Support Services, Title 1 Coordinator, Technology Coordinator, Head Start Coordinator, Professional Technical Education Coordinator, Curriculum Coordinator for Professional Development and Assessment, Principals, Assistant Principals, and Administrative persons whose positions are funded wholly or in part from specifically allocated federal program money.

This Agreement is negotiated pursuant to the provisions of Sections 33-1271 through 33-1276, Idaho Code.

## ARTICLE 2

### LEAVES

#### 2.1 Sick Leave

- 2.1.1 Number of Days – Sick leave shall be granted to each employee at the rate of fourteen (14) days per school year, accumulative to a total of four hundred ninety-two (492) days.
- 2.1.2 Basis for Sick Leave (a) illness of the employee; (b) illness of a member of the employee's family, including: spouse, employee (or spouse's) child, parent, brother, or sister; (c) adoption; (d) bereavement.
- 2.1.3 Sick leave may be allowed at the discretion of the Superintendent, or designee, for illness of other relatives of the employee not mentioned in 2.1.2.
- 2.1.4 Any bargaining unit employee ("transferor") shall have the option to transfer his or her unused sick leave days to any other bargaining unit employee ("transferee"), provided that the transferee employee has first exhausted all of his or her available sick leave. To make the transfer, the transferor shall submit his request in writing to the District business office on the "Sick Leave Transfer Request" form provided by the Business Office. The form shall be signed by the transferor, shall name the transferor and the transferee and shall state the number of days to be transferred. The transfer shall be effective on the day that the properly completed form is submitted to the Business Office; however, if at the time the form is submitted, the payroll processing cut-off date has already passed, then the transferred days cannot be used to affect the transferee's compensation on the pay day immediately following submission of the form. Rather, if needed, the transferred days will be taken into account in the second pay period following the effective date of the transfer. Transferred sick leave days cannot be used by the transferee retroactively.

#### 2.2 Sick Leave Bank

##### 2.2.1 Purpose

Each employee falling under the terms of this agreement 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 the absence from work necessitated by extended or recurring sick leave which extends beyond the employee's accumulated sick leave. Non-bargaining unit members, who belonged to the Sick Leave Bank as of September, 1993 remain eligible for this bank. At the Association's discretion, and as approved by the Board, other employee groups may be invited to participate in the Sick Leave Bank.

##### 2.2.2 Application

Application for use of the Bank shall be submitted to the Sick Leave Bank Committee for review. The Committee shall review the request and determine the eligibility of the employee. The Committee shall require proof of illness at

the time of application. From time to time after the grant has been made, additional proof of illness may be required. The Sick Leave Bank Committee may request a second opinion from a doctor selected by the Committee. That second opinion must be obtained at the applicant's expense. After review of the application and supporting documents, the Committee shall have the authority to make decisions within the guidelines as to the disposition of the case. Copies of necessary documents will be forwarded by the Committee to the Business Office.

### 2.2.3 Guidelines

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 Pocatello Education Association Executive Board. After complete review of the application, the Committee shall have the authority to make final decisions within the guidelines as to disposition of the case. Such guidelines shall be retained in the District's Pay Manual.

### 2.2.4 Eligibility

In order for a Sick Leave Bank member to be eligible for sick leave benefits from the bank, the member must first:

2.2.4.1 Be a contributor to the bank by September 30 of his/her initial contract year or one month after being initially contracted if hired after the school year begins. If an employee does not join the sick leave bank within one month of initial employment, there will be a one year waiting period before being eligible for benefits. This requirement is in effect for Sick Leave Bank members, and

2.2.4.2 Have been absent from work due to sick leave for:

2.2.4.2.1 All accumulated sick leave days and two unpaid days leave (unpaid days cannot be donated days),

or

2.2.4.2.2 Twenty (20) consecutive days (refer to 2.2.5.3)

### 2.2.5 Contribution

Upon joining the Sick Leave Bank, each participating employee shall contribute two (2) days of accumulated sick leave to the Bank. If during any year of operation, the number of days contributed shall be insufficient to meet the needs of the Bank, each member of the Bank will be assessed days by the Committee to keep the Bank solvent.

2.2.5.1 Bank members may donate days to the bank each year, the amount not to exceed a total of 20% of the member's accumulated sick leave.

### 2.2.6 Maximum Days Granted

2.2.6.1 The maximum number of days that may be granted in any fiscal year will be calculated from the remaining number of days an employee is scheduled to work under the current contract. In no case will the granting of leave cause an employee to receive a greater amount of pay than his/her annual salary for that year.

2.2.6.2 The number of sick leave days granted shall not exceed the number of days for which the member is eligible.

2.2.6.3 Members having accumulated more than fifty (50) days of sick leave may apply to the bank after having used twenty (20) days of accumulated leave. After reviewing the request, the Sick Leave Bank Committee may grant four (4) days of sick leave for each one (1) day used by the member from accumulated sick leave.

2.2.6.4 No member shall be entitled to more than 185 days from the sick leave bank. Notwithstanding the foregoing, provided that the employee otherwise satisfies the other requirements of the sick leave bank, that employee may take up to five days of sick leave from the bank each year and those days shall not be subtracted from the 185 day usage limitation.

2.2.6.5 Sick Leave Bank members are encouraged to have disability coverage. The current disability program through the Pocatello Education Association requires a 180 calendar day waiting period. (Please check your individual policies.) A Sick Leave Bank member may be awarded full sick leave benefits for a period of 180 calendar days from the onset of the illness. After 180 calendar days, sick leave benefits will terminate unless the member can show that his/her disability coverage was denied for the illness or injury, or if the member is ineligible for disability coverage because it is a family member who is ill. If benefits continue after 180 calendar days from the onset of illness, the maximum benefit shall be four (4) days from the Bank for every five (5) working days for a period of forty (40) working days. After 180 calendar days and forty working days have elapsed, the maximum benefit shall be three (3) days from the Bank for every five (5) working days until the 185 day usage limitation has been reached.

2.2.7 The Sick Leave Bank Committee may deny benefits for the following reasons:

2.2.7.1 A lifetime usage limit of 185 sick leave bank days has been met.

2.2.7.2 Required forms are not completed or turned in on time

2.2.7.3 More information is needed to clarify the type or degree of illness

2.2.7.4 A member fails to provide a second opinion when requested

2.2.7.5 A member has been covered for 180 calendar days and does not have disability insurance

2.2.7.6 A member is receiving payments from a disability insurance program

2.2.7.7 In the case of a long term illness of a family member, if only custodial care is needed

2.2.7.8 A member is on a leave of absence and not receiving salary payments

2.2.8 A member denied benefits by the Sick Leave Bank Committee may appeal that decision.

2.2.8.1 The Sick Leave Bank Committee Chairperson must be notified in

writing within five (5) days that the member is appealing a decision of the Sick Leave Bank Committee.

- 2.2.8.2 The Sick Leave Bank Committee Chairperson will schedule a meeting to which the member may bring an advocate. After the issue has been heard, the Sick Leave Bank Committee will vote again.
- 2.2.8.3 If the member does not accept the second decision, the Sick Leave Bank Committee Chairperson must be notified in writing within five (5) days.
- 2.2.8.4 The Sick Leave Bank Committee Chairperson will schedule a meeting with the Pocatello Education Association Executive Board. After hearing both sides of the issue, the Executive Board will vote. This decision will be final.

#### 2.2.9 Committee

The Sick Leave Bank Committee shall be comprised of three (3) Sick Leave Bank members appointed by the Association. The Committee shall be responsible for reporting to the District Business Office the name of contributors and the number of days contributed. The Committee shall be responsible for reporting all days granted to any member by the Sick Leave Bank and any other information necessary to maintain an adequate accounting of the operation. Signatures from all Sick Leave Bank Committee members shall be required for approval of all days granted.

### 2.3 Personal Leave

Personal leave shall be granted at no cost to the employee at the rate of five (5) days per year for each member of the bargaining unit, for any reason deemed necessary. Personal leave days may be taken as full or half days, thus allowing five (5) full days or ten (10) half days or any combination resulting in a total of not more than five (5) full days at the discretion of the teacher. Such leave is to be arranged with the principal within policies established by the Board regarding the number of employees who could be gone on any one day. Any personal leave which is not used will be reimbursed at the rate of \$65 per day. Any reimbursement will be made in the June paycheck.

Any employee who received reimbursement for at least one day during the preceding year shall have opportunity during this contract year to "buy back" one day, and one day only, at a price of \$65. Any employee who wishes to take advantage of this opportunity shall complete the appropriate form provided by the District's business office. Once completed, the form should be signed by the employee and his or her principal and then submitted to the business office at least 15 days before the "buy-back" date is used. The "buy back" price will be subsequently deducted from the employee's gross compensation. The buyback day will not be eligible for reimbursement. The buyback day cannot be used until the employee has first used all five of the current year's personal leave days.

### 2.4 Bereavement Leave

All bereavement leave days shall be deducted from the employee's sick leave entitlement. Up to five (5) days bereavement leave per incident shall be available to

certificated employees for the purpose of attending funerals of members of the same family, i.e., spouse, employee's (or spouse's) child, parent, brother, sister. An extension of this leave may be granted at the discretion of the Superintendent or designee. Time for attending the funeral of a close friend, associate, or relative may be allowed at the discretion of the Superintendent or his designee.

### 2.5 Extended Leaves of Absence

Upon application, a teacher employed by the District for a period of at least two full consecutive school years shall be granted extended leave for the remainder of the current year as detailed below:

2.5.1 Leaves of absence listed below may be granted. They shall:

2.5.1.1 Be applied for in writing.

2.5.1.2 Be granted in writing.

2.5.1.3 Provide for no loss in accumulated benefits.

2.5.1.4 A continuing contract teacher shall be assigned to the same position if available or if not available to at least an equivalent position, if requested in writing. During the absence of a continuing contract employee who has been granted a leave of absence and who qualifies for returning to the same position and who requests reinstatement to the same position, a temporary employee will be hired, permitting the employee on leave to return to the same position unless the position has been eliminated. Continuing contract employees granted such leave shall notify the personnel office in writing by April 1, if they still desire reinstatement to the original position. This may be extended to include a second year through written application to the Board by April 1.

2.5.1.4.1 A continuing contract employee's return to the same or equivalent position at the District is subject to approval of the school's Principal of the assignment.

2.5.1.4.2 For other qualified employees returning from extended leave, other than in the situation of Military Leave and Family Medical Leave, such employee is not guaranteed to have a position upon return but will have a position at the District if such a position is available and only upon Principal approval of the assignment.

2.5.1.5 Allow eligible teachers to participate in group insurance while on leave with the teacher paying the premiums.

2.5.1.6 Leave Types and Leave Application Criteria

2.5.1.6.1 Peace Corps  
Peace Corps leave will be granted, without pay or increment. Peace Corps leave is for one (1) year at a time. If a second year is requested, the teacher must renew his leave for the additional year.

2.5.1.6.2 Military Leave  
Upon request, a teacher will be granted military leave for up to five (5) years, subject to the following requirements: Military leave will be granted, without pay or increment, to any teacher who voluntarily

enlists in active U.S. military or National Guard service.

Although a teacher is entitled to voluntary military leave for up to five (5) years, as provided above, military leave shall be granted in one-year increments; therefore, the District may require a teacher on military leave, or his or her designee, to renew his or her request for continued leave each year.

Any teacher who is inducted into active U.S. military service, or who, as a member of a U.S. military reserve or National Guard unit, is called by appropriate governmental authority to active duty, shall be granted a leave of absence without pay. While that teacher is on active duty, he or she shall continue to accrue increment for as long as he or she is on active duty. Such leave benefits are subject to applicable state and federal laws.

A teacher will be allowed, upon request, unpaid military leave of up to fifteen (15) days without loss of fringe benefits, provided that the teacher is a member of a U.S. military reserve or National Guard unit, and is required to be engaged, during the period of leave, in training with his or her unit as ordered or required by law.

#### 2.5.1.6.3 Parenting Leave

Any teacher who has been employed for two years shall be granted parenting leave for the remainder of the current year without pay or increment. This includes both adoption and birth. In extraordinary situations, the eligible employee can make a request to the Board to extend the leave for an additional year. Such grant of extension is at the sole discretion of the Board and will only be granted in unusual and exceptional situations.

#### 2.5.1.6.4 Caring for Sick Member of Family

Any teacher who has been employed for two years shall be granted leave of absence for the remainder of the current year, without pay or increment, for the purpose of caring for a sick member of the employee's immediate family. In extraordinary situations, the eligible employee can make a request to the Board to extend the leave for an additional year. Such grant of extension is at the sole discretion of the Board and will only be granted in unusual and exceptional situations.

#### 2.5.1.6.5 Personal Illness

Any teacher who has been employed for two years, whose personal illness extends beyond accumulated sick leave will be granted a leave for the remainder of the current year without pay or increment, and such leave may be extended for one (1) year. Request for such leave must be accompanied by a statement from a regularly licensed physician that such leave is necessary.

#### 2.5.1.6.6 Candidate for Public Office

An eligible teacher shall be entitled to a leave of absence, without pay, to run for and serve in public office, provided that such service requires less than a full-time commitment. After a teacher is elected to public office, his or her leave of absence shall be limited to those District contract days when the employee is on official public business required by assignment. The daily rate to be deducted from the employee's school district salary, for each day that the employee is on leave of

absence, shall be calculated by dividing the employee's salary by the number of days in the employee's contract. While on leave of absence pursuant to the terms of this subsection, the teacher shall retain all fringe benefits, provided that the teacher's fringe benefits shall be subject to modification consistent with any District-wide change in fringe benefits.

#### 2.5.1.6.7 Professional Study

An eligible teacher who has completed at least two (2) continuous years of service in School District No. 25 shall be granted, upon request, leave for up to the remainder of the current year without pay or increment for professional study. In extraordinary situations, the eligible employee can make a request to the Board to extend the leave for an additional year. Such grant of extension is at the sole discretion of the Board and will only be granted in unusual and exceptional situations.

### 2.6 Association Leave

2.6.1 The Association President will be granted released time up to a half day with the Association bearing the cost of that part of the salary equivalent to the amount of released time. In the event the Association President takes release time from the school contract day on a part time basis, the school district, at the President's request, shall pay the President an amount equal to what the President would be paid if he/she were a full time teacher and placed on the salary schedule according to his/her current experience and education. However, the Association shall reimburse the school district as follows:

1. The percentage of the President's school contract day from which he/she has been released to work for the Association shall be referred to as the "release time percentage."
2. The Reimbursement Amount is calculated as follows:

First, determine the sum of what the District pays to the President in gross salary and employer contributions, including FICA, PERSI retirement, PERSI retirement sick leave, workers' compensation insurance premiums and employee fringe benefits. That sum shall be referred to as the "PEA President Costs."

Second, multiply the PEA President Costs by the Release Time Percentage. That product shall be referred to as the "Released Time Costs."

Third, add to the Released Time Costs, the substitute teacher costs ("Substitute Teacher Cost"). The teacher who teaches in place of the President during the President's release time shall be referred to as the Substitute Teacher. The Substitute Teacher Cost is the sum of what the school district pays to the Substitute Teacher in gross salary and in employer contributions, including FICA, PERSI retirement, PERSI retirement sick leave, workers' compensation insurance premiums and employee fringe benefits.

Fourth, subtract the "Adjustment Amount from the sum of the Released Time cost and Substitute Teacher Cost. The Adjustment Amount equals the sum of (1) the state support received by the District for the President



multiplied by the Release Time Percentage and (2) the state support received by the District for the Substitute Teacher. The difference is the Reimbursement Amount that the Association is required to pay the District.

3. The School District shall semi-annually bill the Association for the reimbursement. The first billing will be submitted on or about November 30th. The second billing will be submitted on or about May 31st. Payment of the invoices shall be due not more than twenty (20) days after the billing date.

This Agreement relating to Association Leave is made solely for the convenience of the President and the Association. Except for each portion of the contract day that the President is actually working as a Teacher for the District, the President is not an employee of the District and the District bears no responsibility or liability associated with the President's actions or inactions.

#### 2.6.2 Association President Released Time

The Association may annually choose one of the following options:

- 2.6.2.1 The Association President shall be released thirteen (13) days per year, for Association business. Such release time shall be in addition to those days authorized by Idaho Code. The Association will pay the cost of the substitute. In addition, the Superintendent may wish to have the Association President free from classroom duties and available for District business. Preceding these times, the Superintendent shall contact the Association President and they can mutually agree on the necessary arrangements. In this event, the District will bear the cost of the substitute.

OR

- 2.6.2.2 The Association President will be granted release time for one full year during his/her term as president. The salary and fringe benefits will be maintained by the Association.

OR

- 2.6.2.3 The Association President will be granted released time up to a half day with the Association bearing the cost of that part of the salary equivalent to the amount of the released time.

#### 2.7 Family and Medical Leave Act of 1993

- 2.7.1 Article II of this Negotiated Agreement shall be subject to the requirements of the Family and Medical Leave Act of 1993 (the Act). Thus, when a teacher takes leave for reasons allowed by the Act, the school district shall maintain the teacher's health insurance benefits (including vision and dental) under the school district's group insurance plan for the duration of the teacher's leave up to the twelve week maximum allowed by the Act. The teacher's health insurance coverage while on leave shall be at the level and under the conditions coverage would have been provided if the teacher had continuously remained in employment. Except as otherwise provided by this Section 2.5 or by the specific provisions of the Act, the school district shall not maintain any other

group insurance coverage, unless the teacher pays the premiums as required by section 2.5.1.5. Moreover, if the leave is for reasons not covered by the Act, then the teacher shall also be required to pay the premiums for health insurance in order to maintain coverage.

**ARTICLE 3**

**INSURANCE BENEFITS**

3.1 The School District will maintain a Section 125 Cafeteria Plan.

This Plan will include at no cost to the District dependent care assistance and medical expense reimbursement. Employees who participate in dependent care assistance and medical expense reimbursement shall be required to pay the Plan Administrator if fees are assessed.

3.1.1 The Association agrees that the School District is maintaining the Plan. The Plan Administrator shall be solely responsible, at no cost to the School District, for administering the Plan and for ensuring that the Plan shall always comply with applicable state and federal law. The School District's responsibility shall be limited to payroll deduction administration based on information provided by the Plan Administrator. The School District shall have no responsibility to the Association or to the members of its bargaining unit for any damages they or any of them may suffer if the Plan Administrator should ever not comply with applicable law or as a result of any acts or omissions of the Plan Administrator, its administration and its maintenance of the Plan.

3.1.2 The Plan Administrator's relationship with the School District shall be governed by a "Record Keeping Agreement." Should the School District and the Plan Administrator be unable to agree on the terms of the record keeping agreement or, once entered into, should the Record Keeping Agreement terminate, the School District shall have no obligation to assume the Plan Administrator's responsibilities nor to maintain the dependent care assistance and the medical expense reimbursement portions of the Plan. The School District and the Association agree that in such event they will reopen negotiations for the sole purpose of determining what action should be taken. By way of example and not limitation, such action may include adopting a new cafeteria plan or retaining an entity to replace the Plan Administrator as the "Plan Coordinator/Record Keeper."

3.2 The District shall provide insurance coverage for employees.

3.2.1 Employee hospital, surgical and major medical insurance.

3.2.2 Employee Dental Insurance

3.2.3 \$50,000 Group Life Insurance Policy

3.2.4 Vision Insurance

3.2.5 Wellness Program. Such coverage may or may not have employee contribution provisions.

3.3 Employee Personal Property

3.3.1 The Board will reimburse teachers for any loss, damage or destruction of personal instructional equipment while on duty in the school, on school premises, or on a school sponsored activity if such items meet the following criteria:

3.3.1.1 Must be approved by and registered with the building principal;

3.3.1.2 Loss or damage is not a result of personal negligence;

3.3.1.3 Not covered by insurance;

3.3.1.4 Damage or loss is beyond the normal wear and tear.

3.3.2 Vandalism

The Board shall budget an amount not less than \$5,000 per year, for the purpose of reimbursing any teacher whose personal property is stolen or damaged while the teacher is acting in the course of his or her employment. Reimbursement shall be subject to the following conditions:

3.3.2.1 Damage must be caused by vandalism and not by the employee's own negligence or by the negligent, unintentional acts of third parties or by acts of God.

3.3.2.2 Employee must report the theft or vandalism to the appropriate police officials and also to the PEA office in writing within ten (10) working days of knowledge of the incident.

3.3.2.3 Employee must complete a statement for district records explaining the circumstances surrounding the theft or vandalism and attach any receipts or cost estimates from a reputable repair or insurance company detailing the repair or replacement costs. The statement, together with all supporting documents, must be submitted within ten (10) working days after the teacher learns of the incident.

3.3.2.4 The repair or replacement costs shall be based on the most current and available rates and/or prices.

3.3.2.5 Reimbursement shall be limited to the amount of the teacher's insurance deductible or \$200 whichever is less. Damage claims must show damage in excess of \$10. The teacher must provide a copy of his or her insurance declaration page, identifying the amount of the deductible. If the teacher has no insurance, reimbursement shall be limited to \$200 or the amount of the damage whichever is less.

3.3.2.6 No claims will be honored after the funds budgeted for this purpose have been exhausted.

3.4 Legal Defense

Teachers shall be protected, by the board, against the costs of defense arising out of any reasonable and prudent acts committed within the scope of employment.

**ARTICLE 4**  
**COMPENSATION**

4.1 Contract Days and Work Day Length

The Board does not concede that this is a subject matter for negotiations pursuant to Section 33-1271 through 33-1276, Idaho Code, but is only provided for informational purposes demonstrating the work year that serves as the basis for the professional compensation. The number of days in the school week and/or school year is solely a Board decision. The 2011-2012 school year shall be comprised of 180.5 work days.

4.2 School District Number 25 Salary Schedule\*

	<u>BA</u>	<u>BA+12</u>	<u>BA+24</u>	<u>BA+36</u>	<u>BA+48</u>	<u>BA+60</u>	<u>ED/DR</u>
	<u>MA</u>	<u>MA+12</u>	<u>MA+24</u>	<u>MA</u>	<u>MA+12</u>	<u>MA+24</u>	<u>MA+36</u>
1	30,400	30,723	31,050	31,381	31,715	32,052	33,849
2	30,723	31,050	31,381	31,715	32,052	33,849	35,747
3	31,050	31,381	31,715	32,052	33,849	35,747	37,750
4	31,381	31,715	32,052	33,849	35,747	37,750	39,867
5	31,715	32,052	33,849	35,747	37,750	39,867	42,102
6	32,052	33,849	35,747	37,750	39,867	42,102	44,462
7	33,849	35,747	37,750	39,867	42,102	44,462	46,954
8		37,750	39,867	42,102	44,462	46,954	49,587
9			42,102	44,462	46,954	49,587	52,366
10				47,659	50,331	53,152	56,132

\*No full-time teacher will be paid less than \$30,000

4.3 Criteria for Vertical Placement on the Salary Schedule

4.3.1 Each step on the salary schedule is the equivalent of one year of experience. Placement on the 2011-2012 salary schedule will allow for one year of movement.

In determining the experience factor, the actual years of teaching or administrative service in an accredited public school, in an accredited private or parochial school or in an accredited college or university shall be counted, subject to the conditions above for recognition, reimbursement and payment.

4.4 Criteria for Horizontal Placements on the Salary Schedule

4.4.1 For employees who were hired by the School District prior to June 1, 1995, all credit hours claimed for placement must have been earned after the awarding of the degree upon which the individual's teaching certificate is based. For employees who are hired after June 1, 1995, only credits earned after initial certification will be counted for horizontal placement on the salary schedule.

4.4.2 Subject to the conditions above for recognition, reimbursement and payment, successful completion of college or university courses and/or participation in inservice workshops authorized by the Director of Human Resources will be recognized to fulfill the credit requirement for placement on the salary schedule. However, inservice credit earned after August 31, 1994 shall not be counted for placement on the salary schedule.

4.4.3 All university and college credit hours must be verified by official transcripts. The Director of Curriculum shall certify satisfactory completion on inservice workshops and verify the number of credit hours earned following completion of the workshop.

4.4.4 Masters, Educational Specialists and Doctorate degrees will be counted for placement on the salary schedule.

4.5 Change of Contracts

4.5.1 Teachers must notify the Human Resources Department by September 1 that they qualify for change of placement. An official transcript supporting the allowable movement is required to be submitted to the Human Resources Department by September 15 documenting earned credits. If there are extenuating circumstances at the college or university regarding the timing for transcribed credit, those extenuating circumstances shall be documented in writing by the institution of higher education. The employee is responsible to obtain this documentation for submission to the Human Resources Department. Retroactive placement shall become effective at the time of verification of credits.

4.6 Salary Payments

4.6.1 Payday: Teachers shall be paid in twelve (12) equal payments to be paid on or before the first day of each month.

4.6.2 Upon request by the teacher and approval of the Director of Business Operations, the District will make the provisions to pay teachers in emergency situations.

4.7 Compensation for Service as a Substitute

4.7.1 A building administrator may require a teacher to substitute in a class he or she is not regularly scheduled to teach. Certified staff performing duties concurrently, that is, performing two responsibilities at the same time, shall be compensated at the certified, short-term bachelor's level compensation rate. Certified staff supervising a combination of classes or providing substitute services during preparation time qualify for the additional compensation.

4.7.2 Payment may be requested after the teacher has accumulated no less than one-half (½) day of substitute service. The teacher must submit a substitute teacher voucher to the payroll office. It is required that the voucher be signed by the teacher and the applicable building principal or assistant principal, certifying the dates and number of hours of substitute service. Upon receipt, the payroll office will include the additional payment in the teacher's regular paycheck received in the month following the month of voucher submission.

4.7.3 If by the approach of the school year's end, it is not foreseeable that a teacher will accumulate the minimum amount of substitute time required for submission to payroll, the teacher shall be entitled to receive in lieu of compensation, compensatory time, calculated at the rate of one hour of compensatory time for each hour of substitute service for which the teacher has not and will not be paid. Compensatory time shall be arranged with the building principal to be taken before the end of the school year. Compensatory time, however, must be taken outside of the instructional portion of the workday. In no case shall substitute compensatory time be carried over into the next school year.

4.8 Extra Curricular Salary Schedule

Extra Curricular salaries for each position listed in the schedule below shall be calculated at one of three experience levels, depending on the experience of the coach or advisor in the sport or activity for which he/she is to be paid, dependent upon the placement on the schedule associated with the two (2) year loss of experience. Each level shall have its own "calculation base" and each position listed below shall have its own "percentage multiplier." The level one calculation base for a coach or advisor with one to five years experience in his/her assignment shall equal the compensation base amount at BA/Step 1 on the salary schedule in Section 4.2. The level two calculation base for a coach or advisor with six to ten years experience in his/her assignment shall equal the compensation base for level 1 plus \$5,000. The level three calculation base for a coach or advisor with eleven or more years experience in his/her assignment shall equal the calculation base for level one plus \$10,000. To determine the compensation for each extra curricular coach or advisor, multiply the coach's calculation base by the percentage multiplier listed for that coach's or advisor's position in the schedule below. Any teacher who is hired for an extra curricular position shall be given experience credit for each full year he/she has previously worked in that same sport or activity and in the same position for which compensation is currently being calculated, whether that experience was with School District No. 25 or with another school district, less two years. For 2011-12 the calculation base for each of the three extra curricular experience levels is as follows:

Level One (1-5 yrs)	Level Two (6-10 yrs)	Level Three (11yrs +)
\$26,136	\$31,136	\$36,136

<u>High School</u>	<u>Percent</u>	<u>Middle School</u>	<u>Percent</u>
Head Varsity Football	14.0	Basketball 8 <sup>th</sup> Boys	5.5
Head Junior Varsity Football	10.0	Head Wrestling	6.0
Head Freshman Football	10.0	Asst Wrestling	4.0
Asst Football	9.0	Head Track	7.0
Head Boy's Basketball	14.0	Asst Track	5.0
Asst Boy's Basketball	9.0	Intra Fall	2.0
Head Wrestling	14.0	Intra Winter	2.0
Asst Wrestling	9.0	Intra Spring	2.0
Head Track	10.5	Basketball 8 <sup>th</sup> Girls	5.5
Asst Track	6.5	Volleyball 8 <sup>th</sup>	5.5
Cross Country	9.0	Volleyball 7 <sup>th</sup>	5.5
Asst Cross Country	6.0	Yearbook Advisor	4.0
Head Baseball	9.0	Band	6.4

<u>High School</u>	<u>Percent</u>	<u>Middle School</u>	<u>Percent</u>
Asst Baseball	6.0	Vocal	5.8
Head Golf	9.0	Cheerleader Advisor	7.0
Asst Golf	6.0	Cross Country	5.5
Head Tennis	9.0	Robotics	6.0
Asst Tennis	6.0		
Head Girl's Softball	9.0		
Asst Girl's Softball	6.0		
Intra Winter	3.0		
Head Girl's Basketball	14.0		
Asst Girl's Basketball	9.0		
Head Volleyball	14.0		
Asst Volleyball	9.0		
Head Boy's Soccer	9.0		
Asst Boy's Soccer	6.0		
Head Girl's Soccer	9.0		
Asst Girl's Soccer	6.0		
Drill Team (With Class Period)	8.4		
Drill Team (Outside Class)	10.0		
Flag Team - Band	6.7		
Newspaper	8.6		
Head Debate	13.8		
Asst Debate	6.0		
Drama	13.3		
Band	11.9		
Vocal	8.9		
Annual Advisor	8.8		
Cheerleader Advisor	9.3		
Assistant Cheerleader Advisor	6.2		
Student Government Advisor	9.0		
Orchestra	7.0		
Robotics	9.0		

4.9 Driver's Education

4.9.1 Compensation

The Board and Association agree that all driver education instructional personnel shall be paid at the rate of at least \$16.00 per hour for each working hour assigned.

4.9.2 Holidays

Driver education personnel employed during the summer months will be entitled to all legal holidays off duty without pay. Driver education personnel will not work on Sundays.

4.9.3 Additional Time

Driver education driving instructors will be granted a maximum of three (3) hours time at the regular rate of pay to complete the necessary written reports. The extra time to complete written reports will be granted after the total instructional program has been completed. Driver education classroom instructors will be granted one (1) hour per day at the regular daily rate of pay for instructional preparation.

4.9.4 Schedule

All driver education employees will be expected to work according to prearranged daily schedule. Any change or alteration of the schedule must have the written approval of the Transportation Coordinator.

4.10 Summer School and Night School

4.10.1 Summer and Night School professional staff shall be paid at the rate of at least \$16.00 per hour.

**ARTICLE 5**

**EFFECT OF AGREEMENT**

5.1 Savings Clause

If any specific items in this Agreement shall be ruled invalid by a court of law or governmental agency, the Board and Association shall enter into negotiations within fifteen (15) days to agree on a successor clause for the invalidated article. The balance of this Agreement shall not be affected by any such ruling and shall remain in full force.

5.2 Agreement Modification

This agreement may be modified during its term only by written mutual agreement duly agreed to and executed by both parties, court ordered or governmental action.

5.3 Duration

5.3.1 This agreement shall be effective July 1, 2011 through June 30, 2012.

5.3.2 Any individual contract between the Board of Trustees and an individual employee in the bargaining unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains language or terms inconsistent with this Agreement, then this Agreement shall be controlling.

SIGNATURES

\_\_\_\_\_  
FOR THE BOARD OF TRUSTEES

\_\_\_\_\_  
FOR THE ASSOCIATION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE