

**NEGOTIATIONS
AGREEMENT**

between the

CENTRAL IDAHO EDUCATION ASSOCIATION

an affiliate of the

IDAHO EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

and the

BOARD OF TRUSTEES

MOUNTAIN VIEW SCHOOL DISTRICT NO. 244

2012-13

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ARTICLE I LEAVES

1.1 SICK LEAVE

Each full time teacher shall receive ten (10) days of sick leave per school year and shall accumulate without limit. This accumulation does not imply or in any way guarantee continued employment. The annual sick leave will be awarded at the beginning of each new employment year.

- (a) Sick leave is to be used for absences caused by personal illness or emotional upset caused by accident or illness or circumstances which render the employee incapable of carrying on his/her teaching duties, including employee childbearing; or absence due to illness of a member of an individual's family. After one week of absence, the school district may require a licensed physician's statement.
- (b) Sick Leave Bank
 - 1. Each professional employee of the district covered by this contract may participate in the teacher Sick Leave Bank. To participate, each employee shall, prior to October 1 of each year, contribute at least one (1) sick leave day. After five (5) total days of contributions, a person may remain a member in good standing without further contributions. If, however, the bank falls below 180 days, every member in good standing shall be assessed one (1) sick leave day. Sick leave days thus contributed shall be deducted from the individual's accumulated sick leave. The contributed sick leave days shall form a bank of sick leave days which will be available to all eligible professional employees for extended absence from work necessitated by personal illness or emotional upset caused by accident or illness, or circumstances which render the employee incapable of carrying on his/her teaching duties, including childbearing, or recurring illness extending beyond the employee's accumulated sick leave. The employee must be under the care of a licensed physician.
 - 2. The Bank shall accept voluntary donations of days above the regular contributions from members continuing their employment with the district prior to October 1 of the current school year.
 - 3. A Sick Leave Bank committee will consist of the CIEA President or the president's designee plus one individual

from each of the communities (Grangeville, Elk City, and Kooskia), and one (1) person from the District Office. Sick Leave Bank Committee members will serve for a period not to exceed four (4) years. Grangeville will elect a new member to the Sick Leave Bank Committee starting with the 2010–2011 school year. Kooskia will follow in 2011–2012; and Elk City in 2012–2013. The District Office may appoint a new representative as it deems necessary. The committee shall have the authority to establish such guidelines and procedures as it deems necessary to implement this program without formally opening negotiations.

4. Application for use of the Bank shall be submitted to the District office. The application must contain a completed Health Care Provider Certification Form from a licensed physician at the time of application and updates may be requested from time to time after a grant has been made. The District may request a second opinion from a licensed physician of its choosing, at its expense. After complete review of the application, the District shall have the authority to make final decisions within the guidelines as to the disposition of the case. Provisions of Idaho Code §33–1216, §33–1217 and §33–1218 apply.
5. In order for a professional employee to be eligible for sick leave benefits from the Sick Leave Bank, the employee must first: (1) be a contributor to the Bank, (2) have been absent from work due to illness or accident, (3) have used all accumulated sick leave days, (4) have used all personal leave days, and (5) have been absent from work for two (2) days where his/her salary was reduced in full each time a request is made.
6. The maximum number of days which may be granted to any one employee in any one (1) school year will be 151 days or the remaining number of days an employee is scheduled to work or the number of days until the employee becomes eligible for long-term disability insurance payments, whichever is smaller. Any employee requesting days from the Sick Leave Bank must apply for disability benefits when eligible, as defined by the qualifying period. No days, or partial days, will be granted to the employee from the Sick Leave Bank for any days for which the employee receives disability payments. Determination of disability benefits will be the responsibility of the insurance carrier. An employee shall not receive more than his/her salary for that year.

7. Bank grants will end at the termination of the school year or termination of employment. 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.
8. The maternity leave of absence will be based on the "Post Partum Recovery Period." The employee will be required to send to her immediate supervisor and the School District Central Office a letter from her doctor explaining the length of the recovery period for the mother after the birth of the children. The employee will be allowed to use her sick leave that she has accumulated. If the employee does not have enough accumulated sick leave days, the employee may apply to the Sick Leave Bank, if the employee belongs to the Sick Leave Bank. Sick Leave Bank requests pertaining to maternity issues are based on the Health Care Provider Certification Form.
9. Unless the applicant can provide the Sick Leave Bank Committee with a compelling reason, procedures should be scheduled during non-contract days and Sick Leave Bank days will not normally be approved for such usage.
10. The sick leave bank may grant days using the following guideline: 10 days—first year member; 20 days—second year member; 30 days—third year member; 31–151 days—fourth year member and beyond. No more than 151 days will be granted to an employee in a consecutive (3) three year period. After applicant has been granted 10 days or more in one school year, applicant is required to repay the sick leave bank one day for every 10 days used. Repayment days must be paid back no less than one day a year. Repayment days do not count toward donation days. If an employee opts out of the sick leave bank, the employee is still assessed the repayment sick leave bank days. If employment is terminated in years following the use of the sick leave bank all repayment days will be required to be paid back by deducting from sick days accrued by the employee.

1.2 PERSONAL LEAVE

The Superintendent shall grant personal leave in an amount not to exceed three (3) days with full pay in any one school year upon the signing of a District No. 244 provided form which must be presented to the building principal at least 24 hours prior to the requested leave. Requests for use of more than one (1) consecutive day of personal leave must be submitted for approval to the building principal at least two (2) weeks prior to the requested leave dates.

One (1) day of catastrophic leave will be granted by the Superintendent for an act beyond the control of the employee (non-reimbursable). Catastrophic shall be defined as pertaining to any great and sudden calamitous event causing great damage or hardship.

Up to one (1) additional day per year may be granted with the cost of the substitute's salary being deducted from the employee's salary.

No leave will be granted immediately prior to or immediately after regular vacations listed on the school calendar unless approved by the Superintendent. No leave will be granted during the first two weeks or the last two weeks of the scheduled school term unless approved by the Superintendent. No more than 7% of any one school building faculty may be out on personal leave on the same day. Requests for personal leave may be denied if it appears that 15% or more of the certified staff in the school building will be absent, for whatever reason, during the day(s) requested. Personal leave requests will be honored in the order received. The maximum number of personal leave days that may be taken at any one time is limited to five (5).

Unused personal leave may accumulate to five (5) days. Up to two (2) days may be carried over from the previous year. The accumulation or carryover does not imply or in any way guarantee continued employment. At the employee's option, the employee may be compensated for up to three (3) unused personal leave days at the current substitute daily rate of pay. The employee is responsible for requesting compensation or carryover of unused personal leave using a district-provided form, to be submitted to the District no later than the last day of the school year.

1.3 BEREAVEMENT LEAVE

Professional employees shall be granted a leave of absence with full pay not to exceed five (5) days per occurrence when such absence is due to the death of the individual's (or spouse's) father, mother, child, brother, sister, grandparents, grandchildren, aunts, uncles, cousins, nieces, nephews, guardian, foster child, foster parent or death of the professional employee's spouse. This definition, or time, may be extended by the Superintendent under unusual circumstances. Requests should be directed through the principal to the Superintendent. Accumulated sick leave or personal leave may be used when an employee leave of absence is necessary due to the death of someone not identified in the list above.

1.4 PROFESSIONAL LEAVE

The District recognizes leaves for meetings, conferences, symposiums, clinics and seminars, covering topics vital to the profession, as an inherent part of the employees' professional obligation.

Professional leave with pay may be made available for employees to attend conferences or workshops to further their professional development, or to make visitations to other classrooms.

A request for professional leave must be filed in the Superintendent's office for approval at least one (1) week prior to the requested leave. The employee will be given a written denial at least three (3) days prior to the requested day, should the request be refused. The written request should explain why the employee wants the professional day. The employee will provide a verbal report at a respective staff meeting or to the administrative supervisor. No more than seven per cent (7%) of the certified staff members or one (1) member, whichever is greater, in any one school building may be absent on professional leave during the same day.

When the school district requests that certificated employees attend conferences or meetings, or supervise students away from school premises, employees are not considered to be on professional leave. Such leave is considered school related leave and employees are under the same standards and requirements as if they were in attendance during the school day.

The school district will pay for registration fees and mileage reimbursement to employees when the school district requests a certified employee to attend a conference. When the certified employee attends a

meeting at the employee's request, the employee will pay the cost of the conference.

Professional leave for the Association business shall be granted upon notification to the Superintendent by the CIEA Executive Committee up to ten (10) days per year. The request must include the signature of the CIEA President. Up to five (5) unused Association Leave days may be carried over from one year to the next for a maximum availability of fifteen (15) days per year. Every effort will be made to conduct Negotiations outside of the school day; however, if the services of a federal mediator are required for jointly agreed upon day-long training or mediation, the District and the Association will each cover half the cost of any substitutes hired for those days.

1.5 LEAVE OF ABSENCE

An employee employed pursuant to a grandfathered renewable contract may be granted a Leave of Absence without pay or accrued benefits for up to one (1) year if approved by the board. Upon return from leave, the employee shall be afforded a position, provided that no Reduction in Force as provided by board policy has occurred, which would otherwise cause their nonrenewal. All contractual rights of accrued sick leave and salary schedule placement provided in the Negotiated Agreement in effect upon their return shall apply.

The professional employee must request full year leave by the April school board meeting. Exceptions may be allowed.

- (a) Those teachers who have taken a leave of absence will notify the superintendent in writing by April 15 of their intent to return or not to return for the next school year.

ARTICLE II

PROFESSIONAL COMPENSATION

2.1 SALARY SCHEDULE

The basic salaries of employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in the Agreement.

Any extension of an employee's individual contract shall be based on 1/188th of his/her individual salary. The Board has the prerogative to determine the number of extended contract days necessary to meet educational objectives. The administration will monitor extended contracts to ensure accountability for the number of extended contract days and program needs.

2.2 RECOGNITION OF EXPERIENCE AND EDUCATION

An employee shall be given full credit on the salary schedule set forth in Appendix A for each full year of teaching experience in any school district accredited by a recognized accrediting agency. Placement on the salary schedule shall be in the same manner as placement on the state experience and education index identified in Idaho Code § 33-1004.

In determining the experience factor, the actual years of teaching or administrative service in an accredited public school or in an accredited private or parochial school, or beginning in the 2007-2008 school year and thereafter in an accredited college or university, shall be credited.

In determining the education factor, only credits earned after initial certification, based upon a transcript on file with the teacher certification office of the State Department of Education, earned at an institution of higher education accredited by the State Board of Education or a regional accrediting association, shall be allowed.

Upon receipt of official transcript(s), the teacher shall be placed in the appropriate place on the above salary schedule. The last Friday of each September, will be the last date to change placement on the salary schedule for the employee's contracted school year. Changes beyond this date are effective the following school year. When transcripts cannot be procured for placement from courses recently taken, consideration shall be made by this date upon receipt in this district office a letter from the professor or instructor, stating the course title, number and grade.

2.3 EXTRA CURRICULAR ACTIVITIES

% of Base Salary

<u>FOOTBALL</u>	<u>Year-1</u>	<u>Year-2</u>	<u>Yr.-3+</u>
Head Coach	12.50%	13.00%	13.50%
Assistant Varsity	9.50%	10.00%	10.50%
Junior High Coach	7.50%	8.00%	8.50%
<u>BASKETBALL</u>			
Head Coach	12.50%	13.00%	13.50%
Junior Varsity	9.50%	10.00%	10.50%
C Squad	8.00%	8.50%	9.00%
Junior High Coach	7.50%	8.00%	8.50%
Grade School Intramural	5.00%	5.50%	6.00%
<u>TRACK</u>			
Head Coach	12.50%	13.00%	13.50%
Assistant Coach	9.50%	10.00%	10.50%
Junior High Coach	7.50%	8.00%	8.50%
<u>WRESTLING</u>			
Head Coach	12.50%	13.00%	13.50%
Assistant Coach	9.50%	10.00%	10.50%
Junior High Coach	7.50%	8.00%	8.50%
<u>BASEBALL/SOFTBALL</u>			
Head Coach	12.50%	13.00%	13.50%
Assistant Coach	9.50%	10.00%	10.50%
<u>TENNIS</u>			
Head Coach (Spring only)	12.50%	13.00%	13.50%
Assistant Coach	9.50%	10.00%	10.50%
<u>DRILL TEAM/DANCE</u>			
Head Coach	12.50%	13.00%	13.50%

<u>VOLLEYBALL</u>	<u>Year-1</u>	<u>Year-2</u>	<u>Yr.-3+</u>
Head Coach	12.50%	13.00%	13.50%
Assistant Coach	9.50%	10.00%	10.50%
C Squad	8.00%	8.50%	9.00%
Junior High Coach	7.50%	8.00%	8.50%
<u>CROSS COUNTRY</u>			
Head Coach	12.50%	13.00%	13.50%
<u>MISCELLANEOUS</u>			
Debate	5.50%	6.00%	6.50%
Declamation	5.00%	5.50%	6.00%
Drama	6.00%	6.50%	7.00%
Annual-Without designated annual class	9.50%	10.00%	10.50%
Quiz Bowl	3.00%	3.50%	4.00%
Youth Legislature	3.00%	3.50%	4.00%
FCCLA	1.00%		
BPA	1.00%		
HOSA	1.00%		
Music-Secondary activity programs	12.00%		
<u>CHEERLEADER</u>			
Head Coach	12.50%	13.00%	13.50%
<u>ACTIVITY DIRECTOR</u>			
C. V. & Grangeville High School	15.00%		
Junior High	8.00%		

2.4 BASIS FOR SALARY DETERMINATION

- a. Extra-curricular salaries shall be calculated using a \$26,335 base.
- b. Extra-curricular positions are to be offered in whole to one individual. If the offer is not accepted in whole and the position is to be divided between two or more employees, the building administrator will involve those employees to facilitate a mutual agreement.

2.5 NOON-DUTY COMPENSATION

If circumstances require assigned noon-duty, thereby preventing a thirty (30) minute duty-free lunch period, each certified employee so assigned shall be paid \$12.23 per hour.

2.6 BUILDING TECHNOLOGY COORDINATOR

Building Technology Coordinator salaries shall be calculated using a \$26,335 base.

Building Technology Coordinator 10.00%

ARTICLE III

INSURANCE

3.1 HEALTH INSURANCE

For all regularly employed professional employees contracted for .83 full time equivalent or greater, the District will pay 100% of the premiums for the employee and 70% of the premiums for the employee's family for a group health insurance program including major medical, optical, dental, preventative care, and prescription card benefits.

For all regularly employed professional employees contracted for .50 to .829 full time equivalent, the District will pay 100% of the premiums for the employee only for group health insurance, including major medical, optical, dental, preventative, and prescription card benefits; family coverage is available at employee cost.

3.2 LIFE INSURANCE

The District will pay the premiums for a \$50,000.00 term life insurance policy for each certified employee.

ARTICLE IV

EFFECT OF AGREEMENT

4.1 DURATION

The provisions of this Agreement will be effective as of July 1, 2012, and will continue and remain in full force and effect until June 30, 2013.

4.2 SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

4.3 CHANGES IN AGREEMENT

During its term this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

AGREEMENT

This Agreement is signed this ____ day of _____, 2012, and shall be binding upon the parties.

IN WITNESS, THEREOF:

For the Board:

For the Association:

Chairperson

President

Clerk

Secretary

**APPENDIX A
MOUNTAIN VIEW SCHOOL DISTRICT #244
2012-13 SALARY SCHEDULE**

STEP	BA	BA+12	BA+24	MA or BA+36	MA+12 or BA+48	MA+24 or BA+60	MA+36 or ES / DR
0	\$27,496	\$28,527	\$29,597	\$30,707	\$31,858	\$33,053	\$34,292
1	\$28,527	\$29,597	\$30,707	\$31,858	\$33,053	\$34,292	\$35,578
2	\$29,597	\$30,707	\$31,858	\$33,053	\$34,292	\$35,578	\$36,913
3	\$30,707	\$31,858	\$33,053	\$34,292	\$35,578	\$36,913	\$38,297
4	\$31,858	\$33,053	\$34,292	\$35,578	\$36,913	\$38,297	\$39,733
5	\$33,053	\$34,292	\$35,578	\$36,913	\$38,297	\$39,733	\$41,223
6	\$34,292	\$35,578	\$36,913	\$38,297	\$39,733	\$41,223	\$42,769
7	\$35,578	\$36,913	\$38,297	\$39,733	\$41,223	\$42,769	\$44,373
8	\$36,913	\$38,297	\$39,733	\$41,223	\$42,769	\$44,373	\$46,037
9	\$38,297	\$39,733	\$41,223	\$42,769	\$44,373	\$46,037	\$47,763
10		\$41,223	\$42,769	\$44,373	\$46,037	\$47,763	\$49,554
11					\$47,763	\$49,554	\$51,412
12						\$51,412	\$53,340
13 or more							\$55,341

**The minimum amount to be paid to each full time staff member will be \$31,703.
Salary Schedule is based upon a 188 day contract.**