

PROFESSIONAL AGREEMENT

BETWEEN

THE JEFFERSON COUNTY EDUCATION ASSOCIATION

AND

THE BOARD OF TRUSTEES

JOINT SCHOOL DISTRICT 251

2012-2013 School Year
Effective Dates

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ARTICLE I – RECOGNITION AND PURPOSE

THE BOARD OF TRUSTEES OF JEFFERSON COUNTY JOINT SCHOOL DISTRICT 251, hereinafter referred to as the "BOARD," recognizes the JEFFERSON COUNTY EDUCATION ASSOCIATION, hereinafter referred to as the "ASSOCIATION" as the exclusive representative of a majority of all regular full-time and all regular part-time certified employees, except the Superintendent and Assistant Superintendent, Principals, District Administrators and all short term or casual substitute certified employees. This agreement was negotiated pursuant to Idaho Code 33-1271 through 1276.

ARTICLE II - LEAVES

(A) Sick Leave: Certificated employees shall be entitled to sick leave of nine (9) days per school year and unused sick leave has unlimited accumulation. Sick leave is to be used for absences caused by illness, pregnancy, adoption, accident or circumstances which render the teacher incapable of carrying on his/her teaching duties. It is further understood that for extreme illness of the teacher's spouse, children, parents, and siblings of the teacher and spouse, the teacher shall be allowed sick leave where the teacher is the one who must care for the person who is seriously ill.

(B) Bereavement Leave:

For death in the immediate family (as defined in the sick leave policy), the teacher may:

- I. be allowed a maximum of three (3) days' absence without salary deduction per occurrence per year; one of which may be used at the discretion of the teacher for funeral services;
- II. be allowed to use sick or personal leave as needed for absence beyond three (3) days.

Arrangements and prior approval must be made with the principal as soon as possible.

For funerals other than in the immediate family such as a coworker or a student, and not covered in (I) above, the teacher shall be allowed a maximum of one and one-half (1-1/2) days per year, with salary deduction of the certified substitute teacher only, provided that prior authorization is secured from the principal and that not less than one-half (1/2) day be charged against the teacher; such deduction to be made whether or not a substitute is used.

Definition of "Immediate Family": Employee or spouse's immediate family-- husband, wife, grandchild, grandparent, parent, step-parent, foster parent, aunt,

uncle, brother, sister, son, daughter, son-in-law, daughter-in-law, niece, or nephew.

(C) Personal Leave: Personal leave shall be granted at the rate of three (3) days per year for any personal activity. Such leave shall be with full pay and no reduction of sick leave days. Teachers may carry over one (1) day per year for a total of two (2) days to be added to the three (3) days for a total of five (5) days. The carryover will be automatic unless the teacher notifies the District office of his/her intent not to carry over personal leave by June 1 of each year.

Teachers not using these options will have reimbursed to them the daily certified substitute teacher salary for each day that this leave was not used. A salary adjustment will be made with the salary payment for June at the end of the fiscal school year. Prior arrangements must be made with the principal for the use of a personal leave day.

(D) Leave of Absence: Teachers desiring a leave of absence must make formal application through the Superintendent to the BOARD. The BOARD shall review the request and may grant such without pay or increment, but in any event shall allow the following:

- I. No loss of accumulated benefits of sick leave and tenure.
- II. Allow teachers to participate in group insurance while on leave with the teacher paying the premiums provided the carrier agrees.
- III. Subject to BOARD approval, a written guarantee that upon return from the leave, the teacher shall be assigned to the same, similar or mutually acceptable position, if certified in a specific area of instruction. It is understood that elementary positions may have to be reassigned.
- IV. Leaves can be extended by BOARD approval beyond one (1) year with a written request showing good cause, from the teacher on leave, prior to May 1 of the year the leave would have ended.

Leaves of absence could be granted for many reasons and would include: personal illness, military service, child rearing and caring for sick family members, professional study and public office.

(E) Jury Duty: When teachers are called for jury duty, they shall receive paid leave and shall not be required to use personal or sick leave time. Any compensation received from the court for work day sessions shall be submitted to the District.

(F) Sick Leave Bank:

- I. Each professional employee of the District covered by this contract may participate in the sick leave bank. To join, each employee shall contribute two (2) days of his/her earned sick leave days to the sick leave bank prior to November 1 of the current contract year, or prior to any illness for which a claim is made, whichever is earlier. Sick leave days thus contributed shall be deducted from the individual's annual sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating professional employees upon recommendation of the Sick Leave Bank Committee.
- II. The Sick Leave Bank Committee shall consist of three (3) teachers appointed by the ASSOCIATION and three (3) members of the BOARD or their designees. In the event that a deadlock occurs, the BOARD shall have the final decision after a hearing between the teacher and the BOARD has been held. The committee shall develop and distribute rules and procedures for 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.
- III. Application for use of the bank shall be submitted to the Sick Leave Bank Committee for their recommendation. 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.
- IV. 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 ASSOCIATION'S Executive Board and the BOARD of Trustees. After complete review of the application, the committee shall have the authority to make final decisions within the guidelines as to the disposition of the case.
- V. In order for a professional employee to be eligible to apply for sick leave benefits from the sick leave bank, the employee must first:
 - a. be a contributor to the bank; and
 - b. have been absent from work due to illness or accident for all his/her accumulated sick and personal leave days and suffered five (5) days' loss of salary.
- VI. The professional employee must apply for sick leave benefits after each additional illness. Twenty (20) days will be the maximum number granted per individual. Additional days not to exceed twenty (20) may be granted, based upon an individual's extenuating circumstances if approved by the

Sick Leave Bank Committee. Employees receiving workmen's compensation will not be eligible to draw from the sick leave bank.

- VII.** The maximum number of days that can be granted in any one (1) 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 annual salary for that year.
- VIII.** Bank grants to individual employees will not be carried over from one (1) fiscal year to another and all such grants will end at the termination of the school year.
- IX.** If a teacher should resign or retire, the sick leave days donated to the sick leave bank remain in the bank and are forfeited by the teacher.

ARTICLE III - INSURANCE

(A) Coverage shall begin upon the effective date of this contract and shall be continuous twelve-(12) month coverage or as long as employed, if less.

(B) Coverage shall be by mutual agreement.

(C) The BOARD agrees to pay five hundred twenty-one dollars (\$521) premium per employee and family, if applicable, per month for approved health, vision, dental and term life insurance. The employee shall pay the difference between the Carrier premium (\$3000 deductible) plus the District pool premium less the District contribution. Term life insurance is in the amount of fifty thousand dollars (\$50,000) per employee.

Said difference in premium costs shall be applied to a continuing, accumulating, ongoing pool to be maintained by the District to reimburse employees for out-of-pocket costs due to change in Carrier deductible from five hundred dollars (\$500) to three thousand dollars (\$3000). The District self-insured deductible will be five hundred dollars (\$500) with out-of-pocket reimbursement at a rate of 80/20.

(D) The BOARD and the ASSOCIATION shall appoint an insurance committee consisting of up to four (4) representatives appointed by the ASSOCIATION and four (4) representatives appointed by the BOARD. One of the BOARD appointees shall be the business manager who shall oversee and facilitate the work of the committee. This committee shall operate as an independent committee whose purpose it is to research options for insurance and make recommendations to the ASSOCIATION and BOARD. This committee shall meet at least quarterly and shall submit quarterly reports to the ASSOCIATION and the BOARD with a summative recommendation presented to the ASSOCIATION and the BOARD by May 1st. This

committee shall objectively evaluate all insurance options while maintaining their independent advisory status.

(E) Any unused funds from the five hundred twenty-one dollars (\$521)/month shall be pooled and applied to reduce payroll deductions for employees paying more than five hundred twenty-one dollars (\$521) for insurance premiums.

(F) Rebate: Any monies received from insurance rebates shall go directly into the insurance pool in the year received as long as the pool continues by mutual agreement.

ARTICLE IV - PROFESSIONAL LEAVE (INSTRUCTIONAL)

At the discretion of the principal, teachers may be granted leave without loss of pay and substitutes provided for the following purposes directly related to improvement of instruction: attendance at professional meetings, workshops, conferences or seminars sponsored by an educational agency or organization, interschool or intraschool visiting, or other activities deemed appropriate by the District. Requests for such leave shall be made to the principal, subject to approval of the Superintendent, at least twenty (20) working days or as soon as possible in advance of the date of the leave.

ARTICLE V – SALARY

JEFFERSON COUNTY
2012-2013 SALARY SCHEDULE

Teacher Pay Scale

	BA	BA+12	BA+24	MA BA+36	MA+12 BA+48	MA+24 BA+60	MA+36 EDR
1	26,130*	27,110*	28,127*	29,182*	30,277*	31,414	32,592
2	27,110*	28,127*	29,182*	30,277*	31,414	32,592	33,815
3	28,127*	29,182*	30,277*	31,414	32,592	33,815	35,083
4	29,182*	30,277*	31,414	32,592	33,815	35,083	36,397
5	30,277*	31,414	32,592	33,815	35,083	36,397	37,761
6	31,414	32,592	33,815	35,083	36,397	37,761	39,177
7	32,592	33,815	35,083	36,397	37,761	39,177	40,646
8	33,815	35,083	36,397	37,761	39,177	40,646	42,169
9	35,083	36,397	37,761	39,177	40,646	42,169	43,750
10	36,397	37,761	39,177	40,646	42,169	43,750	45,391
11	36,397	39,177	40,646	42,169	43,750	45,391	47,092
12	36,397	39,177	40,646	42,169	45,391	47,092	48,858
13	36,397	39,177	40,646	42,169	45,391	48,858	50,690
14	36,397	39,177	40,646	42,169	45,391	48,858	52,590

* Teachers located on these steps will be paid a minimum of \$30,500 per Idaho Code Sec. 33-1004E

(A) Written notification must be submitted to the District office of intent to earn credits for change of placement on the salary schedule by August 25th of each year. All course work and transcripts must be submitted to the District office by September 1 of each year for a teacher to move across the salary schedule by virtue of earning additional credits.

(B) It shall be the responsibility of each and every teacher to ascertain whether or not he/she has been properly placed on the salary schedule prior to the signing of his/her annual contract. It is understood and agreed that while the District does maintain files containing individual teacher transcripts, the District does not review transcripts each year. If a contract is issued based upon inaccurate information provided by the teacher the contract will be adjusted.

(C) The work year for teachers shall be one hundred seventy-eight (178) days with pay.

Salary will be reduced by 3/184 of the amount the teacher qualifies for on the salary schedule. This will not affect those teachers who are at the state minimum salary.

ARTICLE VI - EXTRACURRICULAR ACTIVITY STIPEND SCHEDULE

The BOARD shall be responsible for the extracurricular salary schedule and payment of stipends associated with school extracurricular activities requiring a teaching certificate.

ARTICLE VII - EFFECT AND DURATION

(A) Effect of Agreement:

- I. This Agreement constitutes School Board policy for the terms of said Agreement, and the BOARD shall carry out the commitments contained herein and give them full force and effect as BOARD policy. The ASSOCIATION shall carry out its responsibilities and commitments.
- II. During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- III. If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- IV. This is the entire Agreement between the parties: there are no other oral or written understandings. During its term, this written contract satisfies the mutual obligation to bargain as specified in Idaho Code.

(B) Duration of Agreement:

- I. This Agreement shall be effective upon its signing and continue in full force and effect until June 30, 2013.

APPENDIX

Insurance Pool Procedure

The insurance plan is divided into 5 (five) categories: single, two party, single/child, single/children, and family.

The district contributes to the insurance plan with a set amount for each employee, which is determined through the negotiation process.

The single plan is paid for in full while the remaining plans require an employee contribution, which is figured in the following manner:

1. Subtract the amount of the singles' total cost and their pool contribution from the amount of district contribution. Multiply that amount by the number of employees electing the single plan to compute the amount of excess (R). Next, divide the amount of excess by the number of remaining employees. Subtracting this amount from their out of pocket expense helps lower the cost of their premium.
(see table below) $[Q - (T + .10F)A] / (B + C + D + E) = R$
2. To determine the amount of the insurance pool, multiply the cost of the medical premium by .10 (10%) or a percentage amount of the medical portion adjusted annually to fund the pool as noted in #3 below.

Employees	Plan	Medical	Dental	Life	Total	Contribution	Pool	Total
A	Single	F	K	P	F+K+P=T	Q	.16F	Q-T+.16F
B	2 Party	G	L	P	G+L+P=U	Q	.16G	U+.16G-Q-R
C	Single and Child	H	M	P	H+M+P=V	Q	.16H	V+.16H-Q-R
D	Single and Children	I	N	P	I+N+P=W	Q	.16I	W+.16I-Q-R
E	Family	J	O	P	J+O+P=X	Q	.16J	X+.16J-Q-R

3. The 10% explained in item 2 shall be adjusted up or down to keep the pool within a range of a base of forty percent (40%) of the maximum exposure and a ceiling of sixty percent (60%) of the maximum exposure.

Maximum exposure occurs when all who are covered by the policy submit claims for maximum benefits. The adjustment shall be approved by the insurance committee.

JEFFERSON COUNTY EDUCATION ASSOCIATION

By: _____ Co-President _____ Co-President

SCHOOL DISTRICT #251 BOARD of TRUSTEES

By : _____
Chairperson