

NEGOTIATION CONTRACT

ARTICLE I

ASSOCIATION PRIVILEGES

- 1-1 The president and authorized Association representative(s) shall have an aggregate of fifteen (15) days of leave with pay each year for conducting Association business in addition to leave allowed according to Idaho Code. This leave is to allow the Association release time to deal with matters outside of the District. Leave will be granted upon notification to the District office. The Association shall pay for the cost of substitutes for the last four (4) days of this leave.

ARTICLE II

LEAVE

2-1 LEAVE

Leave shall be granted to each employee at the rate of thirteen (13) days per school year, three (3) designated as personal leave days and ten (10) designated as sick leave days. Those employees hired after the first day of school shall have the amount of leave days pro-rated. Personal days unused at the end of the year shall be dealt with as follows: 1) Up to two (2) personal days shall carry forward to the next year; 2) After Step 1, up to two (2) days shall be paid out using the substitute pay scale for whole/half days. Any personal days left after these two steps shall be lost. An employee may buy up to two additional personal leave days at the rate of \$59.00 for a full day and \$29.00 for a half day. No employee may have more than five (5) personal leave days available in any one year. Any sick leave days left unused shall roll over to the following year and be available for use. Sick leave days can accumulate to an unlimited amount.

2-2 SICK LEAVE BANK

Each certificated employee of the District covered by this agreement may participate in the Sick Leave Bank. Employees will have the option to choose whether or not they desire to 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 employee'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 employees upon recommendation of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring illness or injury extending beyond the employee's accumulated sick leave.

- 2-2-1 Open enrollment shall be from the first day of school in the fall (generally in August) to the last day of the month in which school begins (generally August). A second open enrollment period, for certificated employees who join the District after school begins in the fall, will extend from January 1 through January 15 of the current school year.
- 2-2-2 Application for use of the bank shall be submitted to the Sick Leave Bank Committee for its recommendation. The committee shall require proof of illness at the time of application and from time to time after a grant has been made.
- 2-2-3 The committee shall have the authority to establish such guidelines as it deems necessary to implement this program. Guidelines shall have the approval of the Association's Executive Board and Shelley School Board of Trustees. After a 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.
- 2-2-4 In order for an 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 been absent from work due to illness or injury of self or immediate family, and (3) have used all of his/her accumulated sick leave days and personal days or anticipates that necessity.
- 2-2-5 Benefits may not be granted for causes incident to childbirth unless such birth has complications which result in the inability of the mother returning to work because of her personal illness.
- 2-2-6 For the initial year of operation, each participating employee shall contribute at least one (1) day of his/her accumulated sick leave days to the bank. If the number of days contributed shall ever be insufficient to meet the needs of the bank, the committee may call for a supplemental contribution from then current bank membership to make up the needed balance. Each 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.

- 2-2-7 Each employee leaving the State of Idaho may donate one-third (1/3) of his/her unused sick leave not to exceed twenty (20) days total donation.
- 2-2-8 The maximum number of days that can be granted in any one (1) contract year will be the remaining number of days an employee is scheduled to work under his/her current contract. Details of individual grants are strictly confidential. In no case will the granting of bank days cause an employee to receive more than his/her annual salary for that year.
- 2-2-9 The number of sick leave days granted shall not exceed the number of days absent from work due to illness or injury. No sick leave days shall be granted once an employee is eligible to receive disability insurance.
- 2-2-10 Bank grants to individual employees will not be carried over from one (1) contract year to another and all such grants will end at the termination of the contract year. If an employee does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank.
- 2-2-11 The Sick Leave Bank Committee shall consist of three (3) Association members appointed by the president and three (3) representatives of the School District appointed by the School Board. 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.
- 2-2-12 If a bank member should resign or retire from the District, the sick leave days contributed to the bank shall remain in the bank.
- 2-2-13 An employee using a grant of sick leave days from the bank shall not be required to replace grant days.
- 2-2-14 Unused contributed days of the bank will carry over from contract year to contract year.
- 2-2-15 The district Business Manager will notify the Sick Leave Bank chair and Association president when the number of sick leave days remaining in the bank drops to fifty (50).

2-3 LEAVES OF ABSENCE

A one (1) year leave of absence may be granted to personnel after six (6) years of continuous service upon proper application to the Board by June 1. A joint committee shall be established to evaluate the applications and make recommendations to the Board for approval or disapproval of the leave requested. No seniority, sick leave, or continuing contract status shall be lost or gained during the leave. Upon return from leave the teacher shall be guaranteed a position in the School District. In order to be reassigned the teacher must file a written request to the superintendent on or before the first day of April indicating their intent to return to active service. The position shall be declared open if the request to return to active service is not received by April 1. The teacher may continue the insurance benefits while on leave of absence by paying the premiums. The teacher on leave shall not accept a full-time teaching assignment while on leave.

2-4 MATERNITY AND ADOPTION LEAVE

2-4-1 Maternity and adoption leave of absence may be granted to professional employees without pay for up to one year. A professional employee who becomes pregnant shall notify her principal in writing as soon as pregnancy leave is desired. She shall indicate in the written notification whether she wishes to terminate her employment or apply for maternity leave of absence. Extensions up to one (1) year may be granted.

2-5 PROFESSIONAL LEAVE

2-5-1 Upon written application to the principal or immediate supervisor, all full-time employees shall be authorized to take one (1) day professional leave with full pay during each school year.

2-5-2 Additional days of professional leave with full pay may be obtained by previous arrangement with and at the discretion of the Superintendent.

ARTICLE III

INSURANCE

- 3-1 The District will provide each full time Certificated Professional Employee with health benefits according the District Cafeteria Plan. This plan will be a qualified cafeteria plan as authorized in Section 125 of the Internal Revenue code.
- 3-2 Each qualified employee will be provided with a base amount of \$379.50 per month to go toward the payment of these benefits
- 3-3 As authorized by the insurance carrier, part time employees may choose to participate in the insurance program on a pro-rated basis according to their percentage of teaching contract or decline insurance coverage in the insurance program.

ARTICLE IV

PROFESSIONAL COMPENSATION

- 4-1 The basic salaries of employees covered by this agreement are set forth in Appendix A which is attached to and incorporated into this agreement. All steps and lanes previously earned will be restored for the 2011-2012 school year. Employees of School District No. 60 employed prior to July 1, 2003 (grandfathered) shall qualify for the extra step beyond state reimbursement identified on Appendix A.
- 4-2 Those employees assigned extracurricular activities will receive compensation as reflected in the extracurricular salary schedule (Appendix B).

ARTICLE V

EFFECT OF AGREEMENT

- 5-1 The provisions of this agreement shall become effective as of July 1, 2011 and will continue and remain in full force and effect until June 30, 2012.

Kathy Hayes
Association President

Ken Kearsley
Board Chair