

NEGOTIATED AGREEMENT

BETWEEN

THE

**BEAR LAKE EDUCATION
ASSOCIATION**

AND

THE

BEAR LAKE SCHOOL DISTRICT

NO. 33

BOARD OF TRUSTEES

2016-2017

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ARTICLE I

NEGOTIATED AGREEMENT

- A. This NEGOTIATED AGREEMENT is entered into this 14th day of June, 2016, by and between the BEAR LAKE EDUCATION ASSOCIATION, hereinafter called the “ASSOCIATION”, as the exclusive representative of all teachers in the Bear Lake County School District #33, and SCHOOL DISTRICT #33, of BEAR LAKE COUNTY, IDAHO, acting by and through the “BOARD”, and its successor Boards.

WITNESSETH

- B. WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of School District #33 is their mutual concern and that the character of such education depends predominantly upon the quality of the teacher service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies programs designed to improve education standards, and

WHEREAS, the Board has a statutory obligation, pursuant to IDAHO CODE, to negotiate with the Association as the representative of its professional employees as set forth in Article I, Section A of this Negotiated Agreement, and

WHEREAS, the Board and the Association have reached certain understandings which they desire to confirm in this Negotiated Agreement. In consideration of the following mutual covenants, it is hereby agreed to as follows:

ARTICLE II

SICK LEAVE BANK

The purpose of the Sick Leave Bank is to protect its members against catastrophic illness or accident. It should not be viewed in the same way as personal sick days, and will not be granted under the same guidelines as the District uses to grant personal sick leave.

1. The bank will be administered by a committee that shall consist of two members appointed by the Board and two members appointed by the Association plus the Principal of the building from which the request comes. The committee shall develop and distribute rules and procedures for the orderly administration of the Bank not inconsistent with the terms of this agreement. The committee shall be responsible for reporting to the district office the days granted by the Bank and other information necessary for the teacher's record.
2. Each eligible teacher may participate in the Sick Leave Bank. Each year the Board will contribute one hundred and forty-four days (144*) to the Sick Leave Bank. These days cannot be carried over from year to year. Any of the 144 days not used during the year will revert to the Board.
3. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible teachers upon recommendation of the Sick Leave Bank Committee. The committee

shall review the request and determine the eligibility of the employee. If the committee deems necessary, it shall require proof of illness at the time of application and from time to time after a grant has been made.

4. 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 and of the Board. 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.

ARTICLE III

LEAVE OF ABSENCE

A. Personal Leave

At the beginning of every school year, each teacher shall be credited with two (2) days of personal leave. In addition, each teacher shall be allowed three (3) supplemental personal leave days with a payroll deduction of the current daily rate paid for substitutes. A personal leave day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his principal as early as possible, but in any event at least twenty-four (24) hours in advance, except in cases of emergency. Personal leave days may not be used during the first or last week of school or the day preceding or the day following a school holiday except by special permission of the Superintendent.

Personal leave days may not be accumulated nor carried over, from year to year. If a teacher chooses not to use the two (2) no cost personal leave days, payment in lieu of unused personal leave days will be granted at the current rate paid for a substitute teacher. The payment in lieu of unused personal leave days will be in full or half day increments.

In addition a bonus of \$150.00 will be paid any teacher who misses 3 working days, or less, per year, exclusive of professional and/or association leave. Both payments will be made in the August check.

B. Sick Leave

At the beginning of every school year, each teacher shall be credited with ten (10) days of sick leave. Sick leave may be accumulated without any limit on total days. Such leave may be used for absences caused by illness, injury, poor health, quarantine, or physical disability of the teacher or member of the teacher's family.

ARTICLE IV

INSURANCE

The Board agrees to furnish teachers, the following insurance protection:

1. The Board of Trustees shall provide a health care plan and carrier mutually agreeable between the Board and the Association. The 2016-2017 costs for employees working a full (100%) contract are as follows:

Traditional Plan

	<u>Board Pays</u>	<u>Employee Pays</u>
Single	\$ 529.94	0
2 Pty	\$1,164.21	\$187.32
2 Pty/NS	\$ 828.66	\$111.92
Fam./NS	\$ 984.10	\$146.83
Family	\$1,393.76	\$252.95

HSA Plan

	<u>Board Pays</u>	<u>Employee Pays</u>	<u>Dist. Contr. to HSA Monthly / Yearly</u>
Single	\$ 427.37	\$0	\$119.48 / \$1,433.76
2 Pty	\$ 938.64	\$187.32	\$262.71 / \$3,152.52
2 Pty/NS	\$ 670.72	\$111.92	\$183.98 / \$2,207.76
Fam./NS	\$ 800.53	\$146.83	\$213.82 / \$2,565.84
Family	\$1,132.30	\$252.95	\$304.50 / \$3,654.00

Teachers who are working a full (100%) contract are qualified for full single insurance coverage including dental, and will also be offered family insurance coverage at the above costs.

Teachers who are working less than a full (99.9% or less) contract but at least a half (50%) contract are entitled to single party coverage without dental.

Teachers who are working less than half (up to 49% or less) of a contract are not entitled to any insurance coverage.

2. The Board will permit those individuals who are members of the certified staff and who retire before they are 65 an opportunity to continue to be insured by the district's policy as long as the individuals pay their own premiums (unless covered by provisions of the early retirement plan) and the practice is permitted under the rules and regulations of the carrier that we are using for insurance at any given time.
3. Dental Insurance - The Board of Trustees shall provide a dental care plan and carrier. This plan shall be for a twelve month period for qualified employees and their eligible dependents. Employees will pay the difference between Willamette Dental and Blue Cross Dental plans if they choose to continue with the Willamette Dental Plan.
4. Life Insurance - \$50,000.00 for each teacher.

5. Employees may choose between enrollment in the Blue Shield Traditional plan or HSA plan.
6. If the employee chooses the Traditional Plan they will be responsible for the first \$500.00 of the \$2,000 deductible and the District will then reimburse the employee 90% of any costs up to the \$2,000 deductible based on the EOBs. Drug costs and office visit copays are not included in figuring the out-of-pocket or deductible expense. Reimbursement will be claimed by the employee with the supporting documentation.

ARTICLE V

EFFECT OF AGREEMENT

A. Duration

The provisions of this agreement will be effective as of July 1, 2016, and will continue and remain in full force and effect until June 30, 2017.

APPENDIX A

BEAR LAKE COUNTY SCHOOL DISTRICT #33 CERTIFIED SALARY SCHEDULE

CAREER LADDER SCHEDULE

	BA	BA+24	MA
Resident 1	\$33,400	\$34,200	\$34,800
Resident 2	\$34,250	\$35,050	\$35,650
Resident 3	\$35,117	\$35,917	\$36,517
Prof 1	\$37,249	\$38,049	\$38,649
Prof 2	\$38,758	\$39,558	\$40,158
Prof 3	\$39,546	\$40,346	\$40,946
Prof 4	\$41,113	\$41,913	\$42,513
Prof 5	\$41,961	\$42,761	\$43,361
Prof 6	\$43,591	\$44,391	\$44,991
Prof 7	\$44,503	\$45,303	\$45,903
Prof 8	\$46,201	\$47,001	\$47,601
Prof 9	\$47,183	\$47,983	\$48,583
Prof 10	\$48,202	\$49,002	\$49,602

****Based on semester hours.**

If the salary amount and the additional amount for BA+24 or MA is less than a \$1,100 increase from the 2015-16 school year to the 2016-17 school year, a one time (paid over 12 months) additional dollar figure would be added so that all teachers who have a satisfactory or better evaluation will receive a minimum of \$1,100 increase.

Everyone who has a satisfactory or better evaluation will move to the next step on the new 2017 State Allocation Schedule. Anyone not receiving a satisfactory evaluation will not be entitled to a step/raise. Retired teachers who are rehired will not be entitled to a step.

Any teacher providing verification of an earned Master's Degree prior to September 1, 2016 will be placed in the Master's column of the Salary Schedule.

All new hires with a BA+24 or MA will start in the appropriate column.

APPENDIX B
SCHEDULE OF EXTRA PAY

<u>ASSIGNMENTS</u>	<u>HIGH SCHOOL</u>	<u>ASSIGNMENTS</u>	<u>MIDDLE SCHOOL</u>
Head Basketball, Boys	12%	8th Boys BB	7.1%
(2) Asst. Basketball, Boys	8%	7th Boys BB	7.1%
Head Football, Boys	12%	8 th Football	7.1%
(4) Asst. Football, Boys	8%	7 th Football	7.1%
		(1) Asst. Football	4.2%
Head Wrestling, Boys	12%	Head Wrestling	6.6%
Assistant Wrestling	8%	Asst. Wrestling	4.1%
Head Track	11%	Boy's Track	6.4%
(3) Assistant Track	3.7%	Girl's Track	6.4%
		(1) Asst. Track	4.2%
Head Golf	6%		
Head Baseball	11%		
Asst. Baseball	6.5%		
Head Softball	11%		
Asst. Softball	6.5%		
Head Basketball, Girls	12%	8th Girls BB	7.1%
(2) Asst. Basketball, Girls	8%	7th Girls BB	7.1%
Head Volleyball, Girls	12%	8th Girls VB	7.1%
(2) Asst. Volleyball, Girls	8%	7th Girls VB	7.1%
Summer Weight Program	5%		
Cross Country	6%	Cross Country	4%
Activity Director	18%	Activity Director	8%
Student Council Advisor	4%	Student Council Adv.	1%
Fundraiser Coordinator	2%		
Scholastic Coach	7%		
Pep Band	10%		
Show Choir	7%		
Drama	9%	Drama (Max. 6% per year)	
		Minor Prod.	3%
Drill Team	10%		
Cheerleaders	10%	Cheerleaders	6%
Assistant Cheerleader	4%		
FFA Advisor	2%		

*The District may alter or split percentages as needs change as long as the total overall percentages are not affected. The District also reserves the right to not fill positions as it deems necessary.

APPENDIX B

Cont'd

Extra pay is based on years of coaching, or supervising, experience in the District. However, upon formal action of the Board, the District may grant actual years of experience outside the District. In either case a maximum of seven years' experience will be allowed. A change of assignment within the same general area (coaching for example) will not require a teacher to drop back to step one. An assignment in a new area (yearbook to cross country for example) will require the teacher to begin on step one.

If a position is shared by two or more teachers, the pay will be determined by their average years of experience and placement on Lane One. The total pay will then be divided between them on the basis of responsibility each shares for the position.

All contracts for extra pay assignments will be in accordance with Idaho Code 33-515A.

Extra pay for the current school year will be based on the following salary schedule:

Year	Salary
1	\$25,362
2	\$26,313
3	\$27,299
4	\$28,323
5	\$29,385
6	\$30,487
7	\$31,631

APPENDIX C

SICK LEAVE BANK REQUESTS: GUIDELINES AND PROCEDURES

The sick leave committee is authorized to accept applications and extend benefits based on the following guidelines:

1. If an individual has accumulated less than 30 days of leave, he/she will be required to use all accumulated days plus sustain two (2) days of leave without pay before becoming eligible for any days from the bank.
 - a. Definition - "Accumulated days" - the number of days in the individual's sick leave account as of the first day of absence due to the injury/illness that is the basis for application to the sick leave bank.
2. If an individual has accumulated 30 or more days but less than 60 days, he/she must use all accumulated days before becoming eligible for any days from the bank. Individuals in this category will not be required to sustain leave without pay.
3. If an individual has accumulated 60 or more days but less than 90 days, he/she must use 75% of his/her accumulated days before he/she is eligible for any days from the bank. Days may be granted in an amount equal to the number of days from the individual's account that have been used with regards to the injury and/or illness in question. If additional days are then required, they may be authorized on a 1 to 1 basis with the number being used from the individual's account.
4. If an individual has accumulated 90 or more days he/she must use 50% of his/her accumulated days before becoming eligible for any days from the bank. Days may be granted in an amount equal to the number of days from the individual's account that have been used with regards to the injury and/or illness in question. If additional days are then required, they may be authorized on a 1 to 1 basis with the number being used from the individual's account.
5. In order to be eligible for consideration by the Sick Leave Bank Committee, the following guidelines must be met:
 - a. The staff member must be under a regular teaching contract for the year in which the request for consideration is coming.
 - b. The illness and/or accident that is the basis of the request must be of a catastrophic nature and directly involving the employee. Request based on the employee's need to aid a spouse or other family member is not appropriate grounds for use of the district's sick leave bank.
 - c. Operations or other situations requiring leave must be of a nature that cannot be postponed until a vacation period without endangering the health of the employee.
 - d. The committee may require a written statement from a doctor certifying the necessity of leave. The statement should attest that the employee is unable to continue on the job without endangering his/her health.

- e. All requests for consideration must be in writing to the Sick Leave Bank Committee. The committee may accept, deny or fund a portion of any request based on the stated reasons in the request, the nature of the problem, the physician's report, implementation of the established guidelines and/or the availability of time in the bank.
 - f. The maximum "life time" benefit available to any one individual employee is 180 days regardless of the number and/or nature of the illness and/or accident. Accumulation will begin as of September 1, 1992, or initial hire date thereafter.
 - g. Absences that are the result of a work related injury will not be considered as being appropriate for coverage through the Sick Leave Bank.
 - h. The committee shall have the sole responsibility for making all decisions regarding the administration of the sick leave bank. Appeals to the Board of Trustees are only available when there is a claim of inconsistency and/or discrimination in the administration of the policy and/or guidelines.
6. At the beginning of each school year the committee shall appoint one member to keep a record of the number of Sick Bank days awarded.

For each individual request for the sick bank, a member of the committee shall be designated to respond to the applicant and the district office in writing.

All requests for consideration by the Sick Bank Leave Committee must be in writing. A written statement from the physician may be required. The letter of application shall be attached to the Leave Request Form and submitted to the superintendent's office. If a leave request form has already been submitted, a letter requesting consideration from the Sick Bank should be sent to the Superintendent's office.

The District secretary shall be responsible for arranging the initial meeting of the Sick Bank Committee on each individual case.

The Sick Bank Committee will render the decision in writing to the applicant and to the District office.

APPENDIX D

SIGNATURES

This Agreement is signed this 14th day of June, 2016, and shall be binding upon the parties.

IN WITNESS THEREOF:

For the Association:

President

Secretary

For the Board:

Chairperson

Clerk