

NEGOTIATED AGREEMENT

BETWEEN

Board of Trustees of the Buhl Joint School District #412

And

Buhl Education Association

FOR THE 2019-2020 SCHOOL YEAR

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ARTICLE I

AGREEMENT

1.1.0 The agreement is made and entered into by and between the Buhl Joint School District No. 412 Board of Trustees, hereinafter called the "District" and the Buhl Education Association, hereinafter called the "Association". This agreement will be in effect from July 1, 2019 through June 30, 2020.

ARTICLE II

PROOF OF MEMBERSHIP

2.1.0 Within ten (10) days of the date a request for negotiations is initiated by either the local education organization or the Board of Trustees or its designee, the local education organization must provide proof that it has been duly chosen by a majority of the professional employees of the district as their representative organization for negotiations.

2.2.1 Such proof may be (1) a list of certificated professional employees, who would be subject to the agreement, who are members of the local education organization as the date that the request for negotiations is initiated, or (2) other evidence that the professional employees have chosen and selected the local education organization as their representative organization as of the date that the request for negotiations is initiated.

ARTICLE III

SALARY

3.1.0 Non-administrative certified staff will be placed on the Buhl School District Career Ladder using the cohort placement described in Idaho Code IC33-1004B. Future movement on the Buhl School District Career Ladder will be based on the movement as outlined in Idaho Code. The educational allocations will be part of the teacher compensation as described in IC 33-1004B and as outlined in the Buhl School District Career ladder. A teacher must hold a Professional Endorsement as described in Idaho Code to receive the educational allocation.

ARTICLE IV

Leave

4.1.0 Sick Leave

4.1.1 At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave, which includes bereavement leave (see section 4.5.1).

4.1.2 Teachers employed on a part-time basis or for part of a school year shall receive a pro-rated portion of sick leave days.

4.1.3 The unused portion of such allowance shall accumulate from year-to-year with no limit. However, teachers shall use no more than 100 days of accumulated sick leave during any one school year. The days of sick leave acquired first shall be used first in accordance with Idaho Code.

4.1.4 Sick leave is to be used for absences caused by personal illness or accident rendering the employee incapable of carrying on his/her teaching duties.

4.1.5 Sick leave may be used for absences caused by illness or accident of the immediate family (i.e., parent, spouse, or child). A doctor's statement may be required by the District to substantiate the need for care of the employee's immediate family member.

4.1.6 When sick leave is used for the illness or accident of the immediate family, it shall be so noted on the absentee report.

4.2.0 Ability to Perform

4.2.1 It shall be at the discretion of the Board to ask for a statement from a medical physician guaranteeing the ability of a teacher to perform their duties in a manner which is acceptable to the Board.

4.3.0 Sick Leave Bank

4.3.1 All teachers of the Buhl Joint School District #412 who are eligible for health insurance may participate in the sick leave bank. To participate, each teacher shall contribute a prescribed number of sick leave days as determined by the sick leave bank committee. Sick leave days contributed shall be deducted from the teacher's accumulated sick leave days. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating teachers 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 beyond the teacher's accumulated sick leave.

4.3.2 Membership shall be voluntary.

4.3.3 The sick leave bank committee shall consist of the following members:

- A. Two members appointed by the Association.
- B. Two members appointed by the Board.
- C. One committee member appointed by the above four members. If agreement of this member cannot be reached, the superintendent will appoint the fifth member.
- D. All Association sick leave bank committee members must be sick leave bank members.
- E. A majority of the above members will be present in order for the committee to consider applications for grants or conduct other business.

4.3.4 The sick leave bank committee shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent with the following limitations:

- A. Each participant must contribute the same number of days.
- B. All days contributed must be whole days - no fractional days.
- C. The maximum number of days in the sick leave bank shall not exceed 160 days.
- D. Days in excess of 160 shall be held in reserve to be used to build the bank up to 160 days for each consecutive year in existence.
- E. Each additional year of the bank may require, if the sick leave committee so asks, the donation of additional days by members to bring the bank up to 160 days after the reserve days are applied. Donation shall be in accordance with the original donation procedure.
- F. New members may join by donating two days of their sick leave within 30 calendar days of the first contract day of each school year.

4.3.5 The sick leave bank committee shall be responsible for reporting to the District Office the names of contributors and the number of days contributed within 30 calendar days of the first contract day of each school year. It shall report all days granted by the bank (within three working days of making a grant) and all other information necessary for the employee's records.

4.3.6 In order for a teacher to be eligible to apply for sick leave benefits from the sick leave bank, the teacher must first:

- A. Be a contributor to the bank;
- B. Have been absent from work due to illness or accident.
- C. Have used all accumulated sick leave and paid personal leave days.
- D. Pay two (2) days of a substitute teacher's salary.

4.3.7 Written application for use of the bank will be submitted to the sick leave bank committee:

- A. By applicant during illness
- B. By immediate family if applicant is incapacitated
- C. By applicant within ten (10) days of returning to work
- D. All applications for grants from the bank should be sent to:

Sick Leave Bank Committee
c/o BEA President
920 Main
Buhl, ID 83316

4.3.8 The committee may, at its discretion, require a doctor's written statement as to the nature of the illness at the time of application or after a grant has been made.

4.3.9 The committee shall review the request and determine the eligibility of the teacher. The sick leave bank committee will respond to each application for a grant in writing and in the event the application is denied, will state the reason(s) for such denial. The committee shall have the authority to make final decisions within the established guidelines as to the disposition of the case.

4.3.10 Verification of days of absence shall be the responsibility of the superintendent. The bank shall get a copy of the employee's attendance record and, upon approval to grant sick leave, shall identify the exact days covered. This shall be submitted in writing to the superintendent's office.

4.3.11 All members returning to work after use of the sick leave bank shall present the sick leave bank committee and the superintendent with a statement from the medical physician in charge that the member is able to perform his or her duties in accordance with district policy.

4.3.12 Limitations. Teachers may be granted a maximum of thirty (30) sick leave bank days during the 184-day contract year. However, due to extenuating circumstances during the 184-day contract year, a teacher may apply for additional sick leave bank days, up to 30 days per application. In no case will a teacher (1) receive in excess of ninety (90) sick leave bank days during the 184-day contract year and (2) be granted more than 180 days from the sick leave bank during his/her employment with the District.

4.3.13 Bank grants to individual teachers will not be carried over from one contract year to another. All such grants will end at the termination of the grantee's contract. If the teacher does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank.

4.3.14 If the sick leave bank is exhausted during a fiscal year, no additional days may be added until the following fiscal year; therefore, all grants would be terminated and all further applications would be denied.

4.3.15 A sick leave bank member may withdraw his membership at any time by submitting a written request to the sick leave bank committee. A member may not withdraw sick leave days deposited.

4.3.16 If Workmen's Compensation pays the teacher's lost salary, the teacher will not be eligible to utilize the sick leave bank.

4.4.0 Personal Leave

4.4.1 Each teacher shall be allowed up to three (3) district-paid days of leave for personal reasons without loss of pay upon administrative approval. If the teacher does not use the three district-paid days of personal leave, these days may accumulate year-to-year to a maximum of five (5) days. No more than five (5) personal leave days may be used in any

one given year.

4.4.2 Each teacher shall also be allowed (2) additional teacher paid days of personal leave upon administrative approval for which the district will deduct the substitute's salary from the teacher's pay for any such personal leave days taken. For additional personal leave days, 1/184 of the teacher's salary shall be deducted from said teacher's salary for each day absent. Each teacher may choose to use either the district-paid leave days or the teacher-paid leave days first.

4.4.3 No more than five (5) personal leave days may be used in any one given year. Personal leave days may not be taken during teacher pre-service and training days, the first five (5) student instruction days and the final five (5) student instruction days, or during parent-teacher conference days. The superintendent may waive this policy for special, once-in-a-lifetime family events (e.g., college graduation, weddings).

4.4.4 The District will pay each teacher the substitute rate of pay per day for each district paid day of personal leave unused by the teacher during the contract year unless the teacher notified the payroll clerk in writing by May 15 that they wish to carry any unused District Paid Days of personal leave to the following year. If the payroll clerk is so notified the unused District Paid Days of personal leave will accumulate as specified in 4.4.1. Teachers may cash out District Paid Days of personal leave accumulated from previous years under 4.4.1 at their option. Payment for any unused District Paid Days of personal leave shall be made in the June pay period.

4.5.0 Bereavement Leave

4.5.1 Teachers will use accumulated sick leave days for bereavement leave purposes. Limit: two days in-state; three days out-of-state. If more days are needed, request is subject to approval by the building principal.

4.6.0 Maternity Leave

4.6.1 Maternity and Adoption Leave. Days missed due to pregnancy, childbirth, and/or the adoption of a child shall be treated like any other illness or accident which creates a temporary disability for the job related purpose which qualified for the use of sick leave.

4.7.0 Jury Duty

4.7.1 If a teacher is required to be absent from his/her contracted duties because of a bonafide call to jury duty, the teacher may choose to (1) have the amount of the jury duty stipend deducted from their next district payroll check or (2) submit the jury duty stipend check to the district's treasurer for deposit with no reduction in pay.

4.8.0 Association Business Leave

4.8.1 The Association shall be granted a total of fifteen (15) days of release time with which the officers of the Association may conduct Association business. The Association shall reimburse the District for the cost of substitute teachers for any instructional days used for Association leave. This leave shall be administered by the president of the Association after notifying the superintendent in writing.

4.9.0 Other Leaves

4.9.1 Professional leave may be granted by the superintendent upon recommendation from the building principal(s).

4.9.2 All absences required by the Board for school activities shall be considered as activity leave and part of assigned duties. No loss of pay shall be suffered.

4.9.3 All leaves not falling under the above categories shall be considered personal leave and will be subject to the restraints set forth under personal leave.

ARTICLE V

Benefits

5.1.0 Insurance

The Buhl Joint School District will provide up to \$575 per month for each teacher for the group medical, dental, vision, and life insurance programs formulated by the Insurance Committee, such amount to be paid in equal monthly installments through August 31 of each Agreement year. Each teacher will contribute a payroll deduction of \$30 per month towards total benefit costs. Should the premium exceed the balance of the district provided \$575 and the teacher contribution of \$30; the excess would be an additional payroll deduction.

5.2.0 Payroll Deductions

Each employee shall be allowed the following optional payroll deductions:

- Group Term and Disability Insurance
- BEA, IEA, and NEA Dues
- Cancer Insurance
- Life Insurance
- IRA, stock, and investment deposits
- Direct deposit

ARTICLE VI

Signatures

ATTEST:

President, Buhl Education Association

Date

Chairman, Board of Trustees

Date

ARTICLE VII

APPENDIX A

BUHL JOINT SCHOOL DISTRICT # 412
 CERTIFICATED CAREER LADDER
 184 DAY CONTRACT
 2019-2020

| | | | |
|------------|----------|----------|----------|
| State Rung | R1 | R2 | R3 |
| Buhl Rung | R1 | R2 | R3 |
| Resident | \$38,500 | \$38,500 | \$38,750 |

| State Rung | P1 | P2 | | P3 | | P4 | | P5 | | | | |
|---------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Buhl Rung | P1 | P2 | P3 | P4 | P5 | P6 | P7 | P8 | P9 | P10 | GF 17 | GF 15 |
| Professional | \$42,500 | \$43,000 | \$44,500 | \$45,000 | \$46,500 | \$47,000 | \$48,600 | \$49,000 | \$50,700 | \$51,300 | \$53,100 | \$56,400 |
| w/BA + 24 - Add \$2000 | \$44,500 | \$45,000 | \$46,500 | \$47,000 | \$48,500 | \$49,000 | \$50,600 | \$51,000 | \$52,700 | \$53,300 | \$55,100 | \$58,400 |
| w/MA - Add \$3500 | \$46,000 | \$46,500 | \$48,000 | \$48,500 | \$50,000 | \$50,500 | \$52,100 | \$52,500 | \$54,200 | \$54,800 | \$56,600 | \$59,900 |

APPENDIX B

1. The district agrees to pay no more than a \$1300 stipend for each district assigned mentors. The mentors will work with building administration to satisfactorily meet the needs of teachers new to the profession that otherwise do not have a mentor. The District will provide a signed individual written plan to each mentor teacher before September 6 outlining responsibilities and expectations to ensure successful completion of mentoring program.
2. Teachers who attend the 2 days of the P20 conference or 3 days of i-STEM project based learning conference will be allowed to take off the October 4 school improvement days as an exchange. Teachers will show proof of credit or written report on sessions attended to the superintendent by September 6, 2019.