

**PLUMMER-WORLEY SCHOOL JOINT DISTRICT NO. 44**

**NEGOTIATED AGREEMENT**

**AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of June, 2020, by the Board of Trustees of PLUMMER-WORLEY SCHOOL DISTRICT NO. 44, State of Idaho, hereinafter referred to as the “Board”, and THE PLUMMER-WORLEY EDUCATION ASSOCIATION, hereinafter referred to as the “Association”, WITNESSETH:

**WHEREAS**, Title 33, Sections 1271, et. seq., Idaho Code, empowers the Board of Trustees of each school district in the State of Idaho to enter into negotiations agreements, and

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the children of the Plummer-Worley School District No. 44 is their mutual aim, and

**WHEREAS**, the Association having provided evidence to the Board that it has been selected and designated as the local education organization for the professional employees of the district, and the Board therefore being obligated to negotiate with the Association, and

**WHEREAS** nothing contained herein is intended to, nor shall conflict with, nor abrogate the powers or duties and responsibilities vested in the Board of Trustees of Plummer-Worley School District No. 44 by the laws of the State of Idaho:

**NOW THEREFORE**, in order to promote maximum utilization of the ability, experience and judgment of all parties sharing responsibility for the quality of instruction in Plummer-Worley School District No. 44 schools, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

## **TABLE OF CONTENTS**

Article 1 - Definitions	Page 3
Article 2 - General	Page 4
Article 3 - Recognition	Page 4
Article 4 - Negotiations	Page 4
Article 5 - Duration	Page 5
Article 6 – Work Day	Page 5
Article 7 - Leaves	Page 5
Article 8 - Salary	Page 7
Article 9 - Benefits	Page 8
Article 10 – PWEA Representation on Committees	Page 9

## **APPENDICES**

Appendix A – Career Ladder	Page 10
Appendix B - Extra Curricular	Page 11

## ARTICLE 1 - DEFINITIONS

- 1 - 1** District: The terms “District”, “School District”, and “School District No. 44” as used in the agreement shall mean Plummer-Worley School District No. 44, Joint counties of Kootenai and Benewah, State of Idaho.
- 1 - 2** Board: The terms “Board” or “School Board” as used in this agreement shall mean the Board of Trustees of School District No. 44.
- 1 - 3** Association: The term “Association” as used in this agreement shall mean the Plummer-Worley Education Association, provided that the PWEA has met the requirements for establishing that it represents fifty percent plus one of the professional employees for negotiations.
- 1 - 4** Professional Employee: The term “Professional Employee” as used in this agreement means any certificated employee of School District No. 44 except for the Superintendent, Supervisors, and Principals.
- 1 - 5** Doctor: The term “Doctor” as used in this agreement means any licensed medical doctor.
- 1 - 6** Bank: Sick Leave Bank referred to as Sick Leave Bank or “Bank” as referred to in 10-6 and 10-7.
- 1 - 7** Negotiated Agreement: Binding contract between the Association and the Board.
- 1 - 8** Negotiations: The term “Negotiations” as used in this agreement means meeting and conferring in good faith in open session by the Board and authorized local organization for the purpose of reaching an agreement upon matters and conditions subject to negotiations as specified in a negotiation agreement between said parties. “Good faith” means honesty, fairness and lawfulness of purpose with the absence of any intent to defraud, act maliciously or take unfair advantage or the observance of reasonable standards of fair dealing.
- 1-9** Compensation: The term “Compensation” as used in this agreement means salary and benefits for the professional employee.
- 1-10** Benefits: The term “Benefits” as used in this agreement is limited to employee insurance, leave time, and sick leave benefits.
- 1-11** Fringe Benefits: The term “Fringe Benefits” as used in this agreement shall mean compensation in addition to direct wages or salary and may include, but not be limited to, group insurance packages, retirement savings plan(s), or cafeteria plans.
- 1-12** Immediate Family: The term “Immediate Family” shall mean spouse, children, brother, sister, mother, father, step-parent, step-child, mother/father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunt, uncle, or a full-time resident of the same household of said employee.

**1-13 Preparation Time:** The term “preparation time” as used in this agreement shall mean a block of time no less than forty minutes per day, during the instructional day, to be used by the teacher for correcting, planning, making parent contact, and other activities determined by the teacher, administrator, and building leadership team to facilitate instruction aligned with district initiatives and building goals.

**1 – 14 Instructional Staff:** "Instructional staff" means those who hold an Idaho certificate issued under section 33-1201, Idaho Code, and who are either involved in the direct instruction of a student or group of students or who serve in a mentor or teacher leader position for individuals who hold an Idaho certificate issued under section 33-1201, Idaho Code.

**1 – 15 Pupil Service Staff:** “Pupil service staff" means those who provide services to students but are not involved in direct instruction of those students, and hold a pupil personnel services certificate.

## **ARTICLE 2 - GENERAL**

**2 - 1 Nondiscrimination:** The Board and the Association shall not discriminate against any employee on the basis of race, age, religion, national origin, sex, sexual orientation, marital status, handicapping condition or disability, or membership in any professional organization.

**2 - 2 Savings:** 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.

## **ARTICLE 3 - RECOGNITION**

**3 - 1 Bargaining Unit:** The Board recognizes the Association, having presented evidence that it has been selected by a majority of the qualifying professional employees, pursuant to Idaho Code Section 33-1273, as the exclusive representative for negotiations for all certificated employees of School District No. 44 except for the Superintendent, and Principals.

## **ARTICLE 4 - NEGOTIATIONS**

**4 - 1** The Board and Association agree to meet and negotiate, in good faith, on those matters specified in any such negotiation agreement between the local board of trustees and the local education association.

**4 - 2 Procedures Upon Agreement:** When the Board and Association reach agreement, such agreement shall be placed in writing by the persons negotiating and offered for approval and ratification. Joint ratification of all final offers of settlement shall be made in open meetings.

Each party must provide written evidence confirming to the other that majority ratification has occurred. Dispute resolution will be conducted pursuant to Idaho Code 33-1274 and 33-1275.

## **ARTICLE 5 - DURATION**

**5 - 1** Duration: the provisions of this agreement shall have a term of July 1, 2020 through June 30, 2021, and shall thereafter expire.

## **ARTICLE 6 – WORK DAY**

### **6 – 1** Employee Work Day

The work day for professional employees shall be 7:45 a.m. to 3:30 p.m. Included in the workday is a 30 minute continuous, duty-free lunch period. Upon mutual agreement between the building administrator and the teacher, the work times may be adjusted to meet student needs as long as the required work hours are met and teachers are available while students are in attendance. If flexibility is necessary due to a pandemic or other unseen crisis, work hours may be adjusted to meet the needs of students. In the case of a pandemic or other health emergency, the district will need flexibility to respond appropriately to CDC guidelines for schools with guidance and approval from Panhandle Health District.

### **6-2** Preparation Time

Prep time shall be used for correcting, planning, making parent contact, and other activities determined by the teacher, administrator, and building leadership team to facilitate instruction aligned with district initiatives and building goals. No more than one prep period per week shall be used for teaming without consulting the teacher. If flexibility is necessary due to a pandemic or other unseen crisis, preparation periods may be adjusted to meet the needs of students. In the case of a pandemic or other health emergency, the district will need flexibility to respond appropriately to CDC guidelines for schools with guidance and approval from Panhandle Health District.

## **ARTICLE 7 - LEAVES**

### **7 - 1** Personal Illness:

Teachers who have a nine-month contract with the District will receive ten (10) sick leave days per school year. All ten (10) days sick leave will be credited to the employee at the beginning of the school year. For employees who start after the beginning of the school year, days will be calculated as earned for each month of service from August through June. If severance of an employee occurs before the ending of the contracted school year, that employee will not receive compensation for current, unearned, but credited, sick leave days (one credited for each month of

service from August through June). Compensation shall not be paid for unused sick leave. If an employee exhausts sick leave days, and is not granted days from the Sick Leave Bank, deductions from the employee's salary will be made at the daily rate of the employee's salary. From one (1) to four (4) consecutive-days of illness, the building principal may require a doctor's proof of illness. After five (5) consecutive days of illness, a doctor's proof of illness is mandatory.

#### **7 - 2 Immediate Family Illness**

Certificated personnel shall be granted a leave of absence at full pay for serious illness in the immediate family (as defined in definitions) not to exceed ten (10) days per year. These days shall be chargeable to sick leave.

#### **7 - 3 Bereavement**

The Superintendent or his/her designee will grant bereavement leave up to a maximum of two (2) occurrences per year, and not to exceed five (5) days per occurrence to be used for the death of an immediate family member as defined in definitions. One day of bereavement leave will be allowed for the death of a personal friend. In the event that a certificated member has used the maximum (10 days) for one year and needs bereavement leave to attend another immediate family funeral, they may use sick leave or other certificated personnel may voluntarily donate sick leave days to the certificated staff member in need.

#### **7 - 4 Sick Leave Bank Policy Description**

The purpose of the Sick Leave Bank shall be to provide certificated employees who qualify by membership in the Bank with additional sick leave days needed to recover from personal illness which causes absence from work and loss of all accumulated personal sick leave. The Bank shall not be used as a reserve for time lost due to short term illness which would normally be covered by the employee's accumulated sick leave, bereavement, or for purposes other than personal illness.

#### **7 - 5 Sick Leave Bank Administration**

The Sick Leave Bank shall be administered by the Sick Leave Council in conformance with the regulations set forth in this agreement. Upon mutual agreement by the Association and the School Board, the Council may set policy regarding the administration of days. The Sick Leave Council shall be composed of one building Administrator selected by the Superintendent, one Trustee, and two Association members. In the event of a tie vote by the Sick Leave Council, the Association President shall cast the deciding vote.

The provisions of this agreement, notwithstanding, no single individual shall be permitted to use any combination of personally accumulated sick leave and sick leave bank days so as to exceed one hundred ninety (190) days of sick leave within any eighteen (18) month calendar period.

#### **7 - 6 Sick Leave Bank Membership Policy**

Employees may donate a maximum of one (1) day per year of accumulated personal sick leave to the Sick Leave Bank to be eligible for Bank membership benefits. Employees must join the Bank by October 1<sup>st</sup> of each school year. Donated sick leave days will be added to the Sick Leave Bank's reserve with no maximum capacity to the Bank. The Sick Leave Bank's status shall be accessible to members.

#### **7 - 7 Emergency Donation Provision**

In the event of an emergency situation and a teacher has the need to withdraw from the Sick Leave Bank and the Bank decreases to a reserve of ten (10) days, employees may donate a maximum of one day per occurrence as approved by the Sick Leave Council.

#### **7 - 8 Personal**

Personal Leave will be provided to each employee at two (2) days per year without loss of pay. Employees may carry over a maximum of six (6) unused days from the previous year for a maximum of eight (8) days. The employee may sell back unused days accumulated at the end of the school year at the rate of \$140.00 per day.

#### **7 - 9 Professional**

Employees shall be granted a minimum of one (1) professional leave day per school year to attend educational meetings, workshops, and observations of exemplary programs upon District's approval as funds are available, without loss of pay.

#### **7 - 10 Association Business**

Upon request from the Association, the Board will grant a maximum of six (6) leave days total per year to the Association as a whole for Association-related activities. The District shall grant a total of four (4) days of professional leave for Association-related activities. The District shall grant a total of two (2) days personal leave from the members to be used for Association-related business. The Association member attending the activity shall be granted their daily rate of pay for each Association leave day granted. The Association will pay for all six (6) substitutes.

#### **7 - 11 Leave with Reduced Pay**

Certificated employees who have exhausted their personal and sick-leave due to a prolonged illness or accident, may take up to two (2) additional days approved leave with reduced pay, deducted at the rate of the substitute and related costs. Use of this article is excluded if the employee enters the Certificated Sick Leave Bank.

## ARTICLE 8 – SALARY

**8 - 1** New teachers entering the district will be granted all prior K-12 certificated teaching experience (allowable and reimbursable by the State of Idaho) to determine placement on the Career Ladder.

**8 - 2** All credits are semester hours. Credits must be obtained by September 1 of the contracted year and transcripts must be submitted to the district on or before September 10.

**8 - 3** Credits completed before receiving the initial teaching certificate (or equivalent) do not count toward the additional credits required to qualify for the stipend on the Career Ladder. Credits must be accepted by the State of Idaho for movement on the Career Ladder.

**8 - 4** Salary: The 2020-21 Career Ladder is attached as (Appendix “A”). Pursuant to Idaho Code 33-1004B(5)(a)(i) and (ii), certificated instructional and pupil personnel employees holding a professional endorsement and a Bachelor’s Degree plus 24 additional credits will be paid a stipend of \$2,000 and certificated instructional and pupil personnel employees holding a professional endorsement and a Master’s Degree will be paid a stipend of \$3,500. (The stipends are reflected in the respective columns on the proposed Career Ladder).

The Career Ladder is based upon a 190 day contract. This information is being provided in this Negotiated Agreement solely for informational purposes. The length of the school year is not a subject matter for negotiations and the District is not consenting or waiving such exclusive right to determine the length of the school year by including this information in the Negotiated Agreement.

**8 - 5** Employees will be contracted for one hundred ninety (190) days to include five (5) paid holidays - Labor Day, Thanksgiving, Christmas, New Year’s Day, and Memorial Day.

**8 - 6** Professional obligation to facilitate evening conferences, open house, and parent nights will count as a part of the employees’ one hundred ninety (190) day contract. The 2020-21 school calendar includes the equivalent of two and one-half (2½) contract days to cover five (5) evenings obligations. Evening obligations for the 2020-21 school year are as follows:

<b>PreK-6</b>	<b>Grades 7-12</b>
Open House	Open House
Winter Program	Student Success Night
Reading Event	Academic Awards
Music and Arts Night	Senior Awards
STEM Event	Graduation

**8 - 7** For the purposes of extra-curricular and co-curricular contracts, the salary shall be calculated using a base salary of \$30,000. (Appendix “A”). The extra-curricular and co-curricular (*supplemental contracts – Idaho Code 33-515(A)*) schedule is attached as Appendix “B”.



**8 - 8** Part-time certificated employees will be paid on an FTE basis. Only the actual FTE and experience generated for the individual will be used to determine their placement on the District salary schedule. Following the state guidelines, .5 FTE or greater will generate one (1) year's experience on the salary schedule.

## **ARTICLE 9 - BENEFITS**

**9 - 1** The District shall establish a fringe benefit pool.

**9 - 2** Eligible employees will be required to participate in the core benefits which consist of the district sponsored point of service medical, dental, and life coverage plans. For the 2020-21 contract year, the District will cover the employee-only portion of district sponsored health benefits. District sponsored health benefits includes employee coverage for medical, dental, vision, and life insurance.

Two options are available for health insurance. Should an employee choose the plan with a lower premium, the district will deposit the premium difference between the two plans into an HSA for the benefit of said employee.

**9 - 3** Each employee shall determine, no later than September 10, 2020, which district sponsored provider will be chosen.

**9 - 4** Employees may choose from the following options for payroll deductions:

1. Single, two party, or family health/vision
2. Single, two party, or family dental
3. Life insurance
4. Annuity

**9 - 5** No changes may be made in the employee's fringe benefit distribution after September 10, 2020.

**9 - 6** Employees hired after the first working day of the school year shall be notified by the district that they have twenty (20) days to determine their benefit pool allocations, when time allows.

**9 - 7** Should the employee choose benefits whose premiums exceed the district's contribution, the employee shall authorize in writing payroll deduction to pay the excess amounts.

**9 - 8** PWEA will vote on changes recommended by any committee evaluating health benefits. This vote will be administered by the PWEA and the results will be reported to the Board by the PWEA. The board is not bound in any manner or form related to the vote by the PWEA.

**9 - 9** Certificated employees shall be paid \$30.00 per hour when covering another class during their prep period.

**ARTICLE 10 – PWEA REPRESENTATION ON COMMITTEES**

**10 – 1** PWEA will be provided the opportunity to include at least one association member on any committee which serves to screen, interview, or hire professional employees or administrators. PWEA will be contacted by the appropriate administrator and PWEA will bear the responsibility of providing said association member. Professional leave shall be provided for the teacher if necessary.

**10-2** A committee comprised of the building principal, at least one applicable certified teacher impacted by the measures, and a PWEA representative will meet annually to come to consensus on grade level or department goals for student growth or achievement for the purpose of Part 2 of teacher evaluations consistent with state statute. Benchmarks will be established by September 15 at the respective schools and goals approved at the district level not later than September 30.

Student achievement criteria for Part 2 of the summative evaluation for Pupil Service Staff will be determined by the administration and applicable pupil personnel staff members.

This agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**IN WITNESS THEREOF:**

**FOR THE ASSOCIATION:**

**FOR PLUMMER-WORLEY SCHOOL  
DISTRICT NO. 44:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk of the Board

APPENDIX “A”

**2020-21 Career Ladder**

2020-21 Career Ladder Placement	Base Salary	BA+24 \$2,000.00	MA \$3,500.00
RP1	\$ 40,000.00		
RP2	\$ 40,500.00		
RP3	\$ 41,000.00		
P1	\$ 43,531.00	\$ 45,531.00	\$ 47,031.00
P2	\$ 45,893.00	\$ 47,893.00	\$ 49,393.00
P3	\$ 48,841.00	\$ 50,841.00	\$ 52,341.00
P4	\$ 50,499.00	\$ 52,499.00	\$ 53,999.00
P5	\$ 52,374.00	\$ 54,374.00	\$ 55,874.00
P6	\$ 54,891.00	\$ 56,891.00	\$ 58,391.00

The Career Ladder above is based upon a 190 day contract year, or equivalent if operating on a four day week. This information is being provided in this Negotiated Agreement solely for informational purposes. The length of the school year is not a subject matter for negotiations and the District is not consenting or waiving such exclusive right to determine the length of the school year by including this information in the Negotiated Agreement.

**APPENDIX B**  
**2020-21 Extra Duty Pay Schedule**  
 Base = \$30,000

**Sports**

District Athletic Director	40% of base
High School Head Coaches	11% of base (.5% increase per year of experience for six years)
Volleyball	
Football	
Basketball	
Track	
Golf	
Middle School coaches (8 <sup>th</sup> )	8% of base (.5% increase per year of experience for four years)
Volleyball	
Football	
Basketball	
Track	
High School Assistant coaches	9% of base (.5% increase per year of experience for four years)
Middle School Assistant coaches (7 <sup>th</sup> )	7% of base

Any sport added by the board would fall into one of these categories (Example: If Cheerleading is added at the middle school it would slot in at the middle school head coach position at 8% of base).

In the event participation on a team rises above 12 students, an additional coach may be added after discussion with and approval by the Superintendent. The final decision will rest with the superintendent after review of the totality of the circumstances.

**Co-curricular pay**

Pep Band director	10% of base
Annual Advisor	6% of base
HS Student Council	3% of base
MS Student Council	3% of base
Elementary Student Council	1% of base
Senior Project Director	3% of base
Club Advisor	
BPA	3% of base
FFA	3% of base
FCCLA	3% of base
Honor Society	3% of base
Knowledge Bowl	2% of base
Art Club	3% of base
Drama and Writing Club	3% of base

**Class Advisor**

Senior	3% of base
Junior	3% of base
Sophomore	4% of base
Freshmen	1% of base
8 <sup>th</sup> Grade	1% of base

**Extra Duties**

Summer School, Study Table, Drivers Ed. Teacher, Teacher  
 \$27.00 per hour performed outside contract hours

Lead teacher \$500

### **Advisor and Other Extra Assignments:**

Requests for advisor and other extra assignments not included in Appendix B of the Negotiated Agreement may be made in writing in the year prior to the employees anticipated leadership in such a position, after May 1. Requests will receive consideration if received prior to September 15 of the year in which the position is to be held.

A committee consisting of the Superintendent or his/her designee and the Plummer/Worley Education Association President or his/her designee will review requests to determine if the positions should be added, and make a recommendation to the Board of Trustees. The review will be completed prior to the beginning of the school year whenever possible. The two member committee shall gather what information they deem necessary from the Principals and teachers and may recommend a stipend not exceeding 3% of the current base salary.

The final approval shall be voted upon by the Board of Trustees at the earliest possible meeting of the school year for which the application is applicable. Approval or denial of requests shall be made in writing to the employee with justification no later than five (5) days following the Board of Trustees decision.

Requests for extra pay under this provision shall be submitted on the form provided herein which details at least the following information A) general description of the activity B) the amount of time expected to carry out the activity C) the number of contests/trips D) the number of students to be supervised E) Any other information that will assist the review committee in compiling a complete and accurate picture of the activity F) Acknowledgement by the school principal G) a description of what enhancement to the well-being and advancement of students, school, and or community, including academic, social or otherwise will be derived.

# Requests for Extra Pay Form

A) Provide a general description of the activity

B) Describe the amount of time expected to carry out the activity (be specific with dates and functions)

C) List and describe the number of contests/trips

D) What number of students to be supervised?

E) Describe any other information that will assist the review committee in compiling a complete and accurate picture of the activity including proposed operating expenses, salary, and funding sources.

F) Acknowledgement and endorsement by the principal

G) Provide a description of how this activity will promote student achievement, student leadership, community relationships, or otherwise enhance the curriculum.

\_\_\_\_\_ Signature \_\_\_\_\_ Date