

A NEGOTIATED AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES
OF SCHOOL DISTRICT #25
AND
THE POCATELLO EDUCATION ASSOCIATION
2021-2022

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ARTICLE 1

RECOGNITION OF NEGOTIATIONS

1.1 Recognition

The Board recognizes the Association has proved itself for the 2021-2022 Negotiated Agreement to be the exclusive bargaining representative of all professional certificated employees of School District Number Twenty Five except as follows: Superintendent, Directors of Elementary and Secondary Education, Director of Curriculum, Director of Human Resources, Director of Business Operations, Director of Employee Services, Community Relations and Communications Specialist, Director of Special Services, Director of Student Support Services, Title I Coordinator, Technology Coordinator, Head Start Coordinator, Professional Technical Education Coordinator, Curriculum Coordinator for Professional Development and Assessment, Principals, Assistant Principals, and Administrative persons whose positions are funded wholly or in part from specifically allocated federal program money.

This Agreement is negotiated pursuant to the provisions of Sections 33-1271 through 33-1276, Idaho Code.

ARTICLE 2

TEACHER RIGHTS

2.1 State and Federal Rights

Nothing contained herein shall be construed to deny or to restrict any teacher such rights as he/she has under the laws of Idaho and the United States or other applicable laws, decisions, and regulations.

2.2 Employee Safety and Health

Teachers will not be required to perform any duty or act outside their normal responsibilities which threatens the teacher's or student's physical safety or wellbeing.

2.3 Employee Protection

Employees will be protected in the performance of their duties from continued interference, intimidation or harassment from students, from parents, fellow employees, and persons not employed by School District Number 25. This section is not intended to address relationships between employees and supervisors. Any incidence of the aforementioned activities shall be reported to the teacher's immediate supervisor who will take appropriate corrective action.

2.4 Legal Defense

Teachers shall be protected, by the Board, against the costs of defense arising out of any reasonable and prudent acts committed within the scope of employment.

2.5 Appearance Before Legal Proceedings

A teacher called to appear for legal proceedings before any judicial tribunal in the capacity of juror or witness shall not lose compensation for the performance of such obligation.

2.6 Personal Life

The personal life of any teacher is not an appropriate concern of the Board so long as it does not adversely affect his/her teaching responsibilities.

2.7 Appearance Before Employer

No teacher shall be required to appear before the Board or its agents concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, employment or the salary or any increments pertaining thereto, unless he/she has been given prior written notice of the reason for such a meeting or interview and shall be entitled to have present at the request of the teacher a representative of the Association or other witness of his/her choosing to advise him/her during such an interview. If in the event, any preventative or corrective action is taken, the notice will be placed in the employee's personnel file. Nothing in this article is interpreted to preclude the meeting of the teacher and principal or other administrator in routine school affairs or favorable evaluations.

2.8 Employee Rules and Regulations

All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the district.

2.9 Supplemental Benefits

The privileges granted to teachers under this contract shall be deemed in addition to those provided elsewhere.

2.10 Employee Personal Property

2.10.1 The Board will reimburse teachers for any loss, damage or destruction of personal instructional equipment while on duty in the school, on school premises, or on a school sponsored activity if such items meet the following criteria:

2.10.1.1 Must be approved by and registered with the building principal;

2.10.1.2 Loss or damage is not a result of personal negligence;

2.10.1.3 Not covered by insurance;

2.10.1.4 Damage or loss is beyond the normal wear and tear.

2.10.2 Vandalism

The Board shall budget an amount not less than \$5,000 per year, for the purpose of reimbursing any teacher whose personal property is stolen or damaged while the teacher is acting in the course of his or her employment. Reimbursement shall be subject to the following conditions:

2.10.2.1 Damage must be caused by vandalism and not by the employee's own negligence or by the negligent, unintentional acts of third parties or by acts of God.

2.10.2.2 Employee must report the theft or vandalism to the appropriate police officials and also to the PEA office in writing within ten (10) working days of knowledge of the incident.

2.10.2.3 Employee must complete a statement for district records explaining the circumstances surrounding the theft or vandalism and attach any receipts or cost estimates from a reputable repair or insurance company detailing the repair or replacement costs. The statement, together with all supporting documents, must be submitted within ten (10) working days after the teacher learns of the incident.

2.10.2.4 The repair or replacement costs shall be based on the most current and available rates and/or prices.

2.10.2.5 Reimbursement shall be limited to the amount of the teacher's insurance deductible or \$200, whichever is less. Damage claims must show damage in excess of \$10. The teacher must provide a copy of his or her insurance declaration page, identifying the amount of the deductible. If the teacher has no insurance, reimbursement shall be limited to \$200 or the amount of the damage, whichever is less.

2.10.2.6 No claims will be honored after the funds budgeted for this purpose have been exhausted.

2.11 Stolen Property

The District will reimburse teachers for property stolen while properly enforcing written District policy.

2.12 Parental Complaints

Parents who communicate a complaint to a supervisor will be asked to make an appointment with the teacher and supervisor. The appointment will be made at a mutually agreeable time. If the parent does not desire to meet with the teacher and supervisor, the supervisor will within a reasonable time notify the teacher of the nature of the complaint and the name of the parent.

2.13 Just Cause

This section (2.13 - Just Cause) shall not prohibit the board from non-reemploying annual contract teachers with or without cause, as allowed by Idaho law. No employee shall be reduced in compensation, suspended, dismissed, non-renewed or disciplined without just cause. Just cause shall include, but not be limited to unsatisfactory performance, insubordination, violation of rules and regulations of state board of education, violation of code of ethics of teaching profession adopted by the State Board of Education, violation of board policy and/or violation of rules, policies, or orders or directives adopted or promulgated by the employee's supervisor(s), provided the supervisor's policies and/or orders had been previously communicated to the employee. Except as otherwise specifically limited by this negotiated agreement, this section shall not limit the authority of the board or administration, including the employee's supervisor(s) to adopt or promulgate employee policies, rules, directives or orders.

Moreover, this section shall not prohibit the board from reducing salaries or implementing staff reductions in the ordinary course of district administration. Any salary or staff reductions due to budgetary constraints shall be according to policy, properly adopted by the board, for "Reduction In Force." Further, this section shall not limit or restrict the discretion of the board and/or administration, including the employee's supervisor(s) from determining the discipline to be applied to an employee in any given situation, provided that the board or the administration has just cause, as that term is defined in this section.

2.14 Academic Responsibility and Instruction of Potentially Controversial Matters

Teaching and learning involve the opportunity for teachers and students to explore the world of information. Teachers can introduce and discuss sensitive topics related to the District's curriculum, including matters of sex, race, ethnicity, religion, color or national origin, so long as the teacher does not compel students to personally affirm, adopt or adhere to any such tenets. Further, such activity shall be presented and discussed without bias or prejudice and without the teacher advocating personal views. It is understood that this exploration opportunity means choice, choice means responsible judgement and judgement requires wisdom. The educators must use wisdom in selecting information which is relevant to the curriculum and appropriate to the maturation and needs of the student. Thus, it is the expectation of the District that these topics be introduced and discussed with sensitivity and such material must be directly relevant to the current classroom study and course of content. Should any employee have knowledge that they are going to be raising a potentially controversial

issue during an upcoming class, it is recommended that the teacher confer in advance with the building's administration.

Board Policy and Procedure 6405 provides a system to review complaints about instructional materials used in the classroom. Although board Policy and Procedure 6405 may be amended at any time and is not part of the Negotiated Agreement, however District Policy and the Idaho Code are adopted into the Standard Teacher Contract, the Board agrees that it will not amend Policy and Procedure 6405 without first giving the Association an opportunity to address the board regarding any proposed amendment. Therefore, the Board will mail or deliver to the Association a copy of any proposed amendment to that particular policy and procedure in advance of the Board meeting at which the proposed amendment will be considered. Nothing in this section shall restrict or limit the Board's authority and discretion for determining the appropriateness and acceptability of any curriculum, instructional materials or teaching methods.

2.15 Peer Assistance

A peer assistance program shall be established to assist teachers to improve their performance. At a minimum, the program shall include the following requirements:

1. Principal involvement in selection of a peer assistant and in the peer assistance process;
2. Teacher discretion to participate in program;
3. Program will operate outside of the formal evaluation process;
4. Program will not interfere with principal's evaluation process;
5. Neither the teacher, nor the District, shall use the peer assistant as an expert witness in any grievance or court proceeding.

2.16 Evaluation of Professional Staff

Evaluation of Professional Staff shall be research-driven and rubric-based.

2.17 Disruptive Maintenance

Maintenance work will be scheduled by the building principal at least a day in advance after conferring with the teacher(s) involved. Exceptions may be made when an emergency exists.

ARTICLE 3

ASSOCIATION RIGHTS

3.1 Right to Organize

The Board agrees that the teachers shall have full freedom of association, self-organization, and the designation or representative of their own choosing.

3.2 Use of Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings.

3.2.1 All meetings must be scheduled and held under the existing "Building Rental Policy" of School District No. 25.

3.2.2 While engaged in professional Association activities there will be no rental fee assessment.

3.2.3 For functions other than Association Professional activities, such as fund raising activities, the Association will be charged according to the rental fee schedule which is part of the "Building Rental Policy".

3.3 School Equipment Use

The Association shall have the privilege to use school equipment to conduct its business provided that the equipment is otherwise not in use. In doing so, the Association shall furnish all materials and supplies incident to such use. This usage shall not be inclusive of long distance charges through use of the telephone or the fax machine. The principal/designee shall be notified prior to such usage.

3.4 Use of E-mail

The Association shall have the privilege to use the District's email system to communicate with the Bargaining Unit. That usage shall be in accordance with the District's procedures for email use, which are delineated in Policy and Procedure. The District's email system shall not be used to promote or support any political activity or to affect the outcome of an election. The District's email system is a public system and emails are subject to public records' rules.

3.5 Posting Notices

The Association shall have the privilege to post notices of activities and matters of Association concern on designated bulletin boards in each school building.

3.6 Use of Mailboxes

The Association shall have the privilege to use the school mail boxes located at the Education Center and the teacher mail boxes located in the schools for the purpose of communication to teachers.

3.7 Announcements at Faculty Meetings

The Association shall have the privilege to make announcements at faculty meetings upon prior request of the principal/designee.

3.8 Presentations at New Teacher Orientation Program
The Association shall have the privilege to be on the new teacher orientation agenda to explain Association activities. The Association representative(s) shall arrange such time with the administration.

3.9 Use of Telephone and Messages
Designated representatives of the Association shall be allowed to receive telephone messages and other communiques concerning Association business at any time during the school day. Such shall not be disruptive to the student day.

3.10 Salary and Released Time of the Association President

3.10.1 The Association President will be granted released time up to a half day with the Association bearing the cost of that part of the salary equivalent to the amount of released time. In the event the Association President takes release time from the school contract day on a part time basis, the school district, at the President's request, shall pay the President an amount equal to what the President would be paid if he/she were a full time teacher and placed on the salary schedule according to his/her current experience and education. However, the Association shall reimburse the school district as follows:

1. The percentage of the President's school contract day from which he/she has been released to work for the Association shall be referred to as the "release time percentage."
2. The Reimbursement Amount is calculated as follows:

First, determine the sum of what the District pays to the President in gross salary and employer contributions, including FICA, PERSI retirement, PERSI retirement sick leave, workers' compensation insurance premiums and employee fringe benefits. That sum shall be referred to as the "PEA President Costs."

Second, multiply the PEA President Costs by the Release Time Percentage. That product shall be referred to as the "Released Time Costs."

Third, add to the Release Time Costs, the substitute teacher costs ("Substitute Teacher Cost"). The teacher who teaches in place of the President during the President's release time shall be referred to as the Substitute Teacher. The Substitute Teacher Cost is the sum of what the school district pays to the Substitute Teacher in gross salary and in employer contributions, including FICA, PERSI retirement, PERSI retirement sick leave, workers' compensation insurance premiums and employee fringe benefits.

Fourth, subtract the "Adjustment Amount from the sum of the Release Time cost and Substitute Teacher Cost. The Adjustment Amount equals the sum of (1) the state support received by the District for the President multiplied by the Release Time Percentage and (2) the state support received by the District for the Substitute Teacher. The difference is the Reimbursement Amount that the Association is required to pay the District.

3. The School District shall semi-annually bill the Association for the reimbursement. The first billing will be submitted on or about November 30th. The second billing will be submitted on or about May 31st. Payment of the invoices shall be due not more than twenty (20) days after the billing date.

This Agreement relating to Association Leave is made solely for the convenience of the President and the Association. Except for each portion of the contract day that the President is actually working as a Teacher for the District, the President is not an employee of the District and the District bears no responsibility or liability associated with the President's actions or inactions.

3.10.2 Association President Released Time

The Association may annually choose one of the following options:

3.10.2.1 The Association President shall be released thirteen (13) days per year, for Association business. Such release time shall be in addition to those days authorized by Idaho Code. The Association will pay the cost of the substitute. In addition, the Superintendent may wish to have the Association President free from classroom duties and available for District business. Preceding these times, the Superintendent shall contact the Association President and they can mutually agree on the necessary arrangements. In this event, the District will bear the cost of the substitute.

OR

3.10.2.2 The Association President will be granted release time for one full year during his/her term as president. The salary and fringe benefits will be maintained by the Association.

OR

3.10.2.3 The Association President will be granted released time up to a half day with the Association bearing the cost of that part of the salary equivalent to the amount of the released time.

3.11 Association Business Days

3.11.1 The Association will be granted up to 30 days of professional leave, with pay, for association business each year. The Association(s) will reimburse the district the cost of a substitute for each day used.

3.11.2 Up to 20 of the days granted in 3.11.1 may be used for Delegate Assembly. The cost of substitutes for the professional leave days used for Delegate Assembly will not be required to be reimbursed by the Association.

3.12 Representation on Committees

The Board of Trustees for the Pocatello/Chubbuck School District No. 25 is committed to providing opportunities for Bargaining Unit members to be involved in various District standing committees. The Association shall have membership on all

committees listed below. Substitute coverage for committee attendance shall not be at the expense of the employee or the Association. For the 2021-2022 school year, the standing committees which shall have Bargaining Unit involvement will include the following:

- District Leadership Committee
- Curriculum Committee
- Instructional Technology Committee
- Textbook Adoption Committee
- Insurance/Wellness Committee
- Calendar Committee
- Budget Committee
- Safety Committee
- Key Communicators
- Other ad hoc committees
 - Student Disciplinary Programs
 - Extra-Curricular Activities Stipend Committee
 - Elementary Schedule / Calendar Concerns and Discussions prior to Calendar Committee Meeting.

The dates, times and locations of each committee meeting will be provided to the Association

3.13 Association Involvement

The Association President has an open invitation for a monthly meeting with the Superintendent and from time-to-time a non-quorum participation of the Board may attend. If the Association has a matter they would like to present at a Board meeting, discussion about such item shall be held during this meeting, including possible inclusion as an agenda item.

Additionally, the Association President has an open invitation with the district's Human Resources Director.

ARTICLE 4

LEAVES

4.1 Sick Leave

4.1.1 Definition of Sick Leave

Basis for Sick Leave will be the: (a) illness of the employee; (b) illness of a member of the employee's family, including: spouse, employee's (or spouse's) child, parent, brother, or sister; (c) adoption; (d) bereavement.

Sick leave may be allowed at the discretion of the Superintendent, or designee, for illness of other relatives of the employee not mentioned above.

4.1.2 Number of Days – Sick leave shall be granted to each employee at the rate of fourteen (14) days per school year, accumulative to a total of four hundred ninety-two (492) days.

4.1.3 Any bargaining unit employee ("transferor") shall have the option to transfer his or her unused sick leave days to any other bargaining unit employee ("transferee"), provided that the transferee employee has first exhausted all of his or her available sick leave. To make the transfer, the transferor shall submit his request in writing to the District business office on the "Sick Leave Transfer Request" form provided by the Business Office. The form shall be signed by the transferor, shall name the transferor and the transferee and shall state the number of days to be transferred. The transfer shall be effective on the day that the properly completed form is submitted to the Business Office; however, if at the time the form is submitted, the payroll processing cut-off date has already passed, then the transferred days cannot be used to affect the transferee's compensation on the pay day immediately following submission of the form. Rather, if needed, the transferred days will be taken into account in the second pay period following the effective date of the transfer. Transferred sick leave days cannot be used by the transferee retroactively.

4.2 Sick Leave Bank

4.2.1 Purpose

The intent of the Sick Leave Bank is to provide an employee additional paid sick leave days beyond what they have accumulated for themselves. This additional leave is for the purpose of helping an employee when catastrophic situations occur, resulting from serious illness or accidents that require the employee to be absent from work. The Sick Leave Bank is not intended to be used for in-and-out absences, elective medical procedures or other medical care that could be scheduled during non-contracted time. Employees are encouraged to save their sick leave in order to take advantage of retirement sick leave benefits and take care of short-term illness. It is not the intent of the bank to maintain income for employees who have exhausted their sick leave balance and need days to recover from short-term illnesses. Although not required, sick leave bank members are encouraged to purchase a Short Term and Long Term Disability policy for themselves. Non-bargaining unit members, who belonged to the Sick Leave Bank as of September, 1993 remain eligible for this bank. At the Association's discretion, and

as approved by the Board of Trustees, other employee groups may be invited to participate in the Sick Leave Bank.

- 4.2.2 In order to receive Sick Leave Bank benefits, the basis of the sick leave shall be: (a) illness of the employee; (b) illness of a member of the employee's immediate family which includes and is specifically limited to: spouse or domestic partner, employee's (or spouse's / domestic partner's) child, parent, brother, or sister regardless of where they live, or other extended family members who live in the same household as the employee and for whom the employee provides primary care.

Although other sick leave requests may be approved for illnesses of relatives not listed above, such leave would be deducted from the employee's own accumulated sick leave and will not be eligible for sick leave bank benefits.

4.2.3 Bank Membership and Contributions

- 4.2.3.1 In order to qualify for Sick Leave Bank Membership, the employee must be eligible for sick leave as defined by Idaho Code 33-1216.

- 4.2.3.2 To join the bank, an eligible employee must complete the required membership form and contribute 2 days of their sick leave allotment to the bank.

4.2.3.2.1 Eligible employees who join by September 30 of his/her initial contract year or one month after being initially contracted if hired after the school year begins, qualify for benefits the following year.

4.2.3.2.2 If an employee does not join the sick leave bank within one month of initial employment, that employee can only join the bank during the annual open enrollment period of September 1 - September 30. There will be a one year waiting period before that employee would be eligible for Sick Leave Bank benefits.

4.2.3.2.3 Employees who have exhausted all of their sick leave and attempt to join the bank, cannot join until they have sufficient sick days accumulated to make the required bank contribution. Donated sick days (See 4.1.3) cannot be used by an employee to join the Bank. The one year waiting period will commence at the time that the employee's application to join the bank has been accepted.

- 4.2.3.3 If during any year of operation, the number of days contributed shall be insufficient to meet the needs of the Bank, each member of the Bank will be assessed one or more days as determined by the Committee to keep the Bank solvent. In the event that the member has exhausted all of their sick leave, the additional day(s) will be without pay. Additional days will not be taken from employees who have already contributed two days in order to join the bank. If more than two days are required to keep the bank solvent, then those new members will have to contribute additional days from their remaining allotment.

- 4.2.3.4 Bank membership does not automatically qualify an employee to receive days from the bank. Only absences that meet the qualifications for sick bank grants will be awarded.

- 4.2.3.5 The Sick Leave Bank committee will not make an automatic determination if sick leave can be granted by virtue of the number of days that an employee is absent. It will be the responsibility of the member to apply for days from the bank using the application procedures of the bank.

4.2.4 Application for Benefits.

In order for a Sick Leave Bank member to be eligible for sick leave benefits from the bank, the following requirements must be met:

- 4.2.4.1 Members of the Sick Leave Bank shall be eligible to make application to the Bank for sick leave only after having been a member of the Bank for one (1) school year.

4.2.4.2 The member must have been absent from work due to sick leave for ten (10) consecutive work days. Sick bank days will only be granted if the member is absent due to their own illness or injury or if the employee is providing the PRIMARY care for relatives listed in 4.2.2 above. Requests for bank days to assist in caring for family members for which the employee is not providing the primary care will not be approved. The consecutive work day requirement may be waived for ongoing necessary treatment (e.g. dialysis, radiation therapy, etc.), however, the member will still be required to use (10) ten of their own days prior to the Sick Leave Bank granting days as per 4.2.5.1.

4.2.4.3 In the event a member is physically or mentally unable to make an application to the Sick Leave Bank for the use of sick leave days, a family member or agent may file the request. In this case, none of the requirements of the application will be waived except that the employee's signature will not be required.

4.2.4.4 The member must submit an application to the Sick Leave Bank Committee no later than four (4) weeks after the occurrence to be considered. If the application is submitted after the member returns to work, it will be denied. Only approved forms will be accepted. The Committee shall review the request and determine the eligibility of the employee. The Committee shall require proof of illness at the time of application. From time to time after the grant has been made, additional proof of illness may be required. The Sick Leave Bank Committee may request a second opinion from a doctor selected by the Committee. That second opinion must be obtained at the applicant's expense. After review of the application and supporting documents, the Committee shall have the authority to make decisions within the guidelines as to the disposition of the case. Copies of necessary documents will be forwarded by the Committee to the Business Office.

- 4.2.4.5 The committee will only grant days for each current pay period. If additional days are required by the member in order to recuperate, additional days may be requested by notifying the committee. If the days requested fall within dates contained in the medical provider's statement submitted with the application, the request will be considered as part of the original application. If the days requested fall beyond the dates contained in the original medical provider's statement, an amended application and new doctor's statement will be required.
- 4.2.4.6 Days may be granted retroactively and will be granted using the criteria above. If any salary needs to be deducted because the employee has exceeded his or her sick leave, all deductions will be made in the payroll period being processed.
- 4.2.5 Maximum Days Granted
 - 4.2.5.1 As an incentive to return to work, after the requirements of 4.2.4.2 are met by an employee, the bank will contribute sick leave on an 80% to 20% ratio. This means for every four days received from the sick leave bank, the member must use an additional day from their personal or sick leave balance. In the event that there are less than 5 days in the final week of the grant, the 4:1 ratio must be applied consistently but in no case will the member be required to use less than ½ day or more than 1 day.
 - 4.2.5.2 A member must continue to contribute his or her 20% match noted in 4.2.5.1 even after that member's sick leave balance is exhausted. In the event the employee does exceed their sick leave and accrue a negative sick leave balance, for each day in which they exceed their sick leave balance, the employee will be deducted one day's worth of salary.
 - 4.2.5.3 The maximum number of days that may be granted in any fiscal year will be calculated from the remaining number of days an employee is scheduled to work under the current contract or work schedule. In no case will the granting of leave cause an employee to receive a greater amount of pay than his/her annual salary for that year.
 - 4.2.5.4 Each member has a 180-day lifetime limit of days from the bank.
 - 4.2.5.5 A Sick Leave Bank member may be awarded sick leave bank benefits for a period of 120 calendar days from the onset of the illness.

- 4.2.6 Committee
 - The Sick Leave Bank Committee shall be comprised of three (3) Sick Leave Bank members appointed by the Association and two (2) members appointed by the District. The Chairperson of this committee will be one of the members appointed by the Association. The Committee shall be responsible for reporting to the District Business Office the name of contributors and the number of days contributed. The Committee shall be responsible for reporting all days granted to any member by the Sick Leave Bank and any other information necessary to maintain an adequate accounting of the operation. A majority of members must be present to conduct business and signatures from a majority of Sick Leave Bank Committee members shall be required for approval of all days granted.
- 4.2.7 A member denied benefits by the Sick Leave Bank Committee may appeal that decision.
 - 4.2.7.1 The Sick Leave Bank Committee Chairperson must be notified in writing within five (5) days that the member is appealing a decision of the Sick Leave Bank Committee.
 - 4.2.7.2 The Sick Leave Bank Committee Chairperson will schedule a meeting to which the member may bring an advocate. After the issue has been heard, the Sick Leave Bank Committee will vote again.
 - 4.2.7.3 If the member does not accept the second decision, the Sick Leave Bank Committee Chairperson must be notified in writing within five (5) days.
 - 4.2.7.4 The Sick Leave Bank Committee Chairperson will schedule a meeting with the Pocatello Education Association Executive Board to discuss the details of the grant and the appeal. The Pocatello Education Association Executive Board will hear both sides of the issue and offer its decision. This decision will be final.
- 4.2.8 Donations
 - Bank members (including exiting members) may donate days to the bank each year, the amount not to exceed a total of 20% of the member's sick leave balance on the last day of the fiscal / school year or the last day of their employment. Donated days become an asset of the bank and cannot be used for Retirement Sick Leave benefits.
- 4.2.9 Guidelines
 - 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 Pocatello Education Association Executive Board and School District #25 Board of Trustees. After complete review of the application, the Committee shall have the authority to make final decisions within the guidelines as to disposition of the case. Such guidelines shall be retained in the District's Pay Manual.

4.3 Personal Leave

Personal leave shall be granted at no cost to the employee at the rate of five (5) days per year for each member of the bargaining unit, for any reason deemed necessary. Personal leave days may be taken as full or half days, thus allowing five (5) full days or ten (10) half days or any combination resulting in a total of not more than five (5) full days at the discretion of the teacher. Such leave is to be arranged with the principal and approval will be based on criteria contained in District Policy and / or the district's Pay Manual.

At the end of the school year, up to one (1) unused personal day will be rolled over to the following school year for a maximum of six (6) days. Any personal leave which is not used will be reimbursed at the rate of \$80 per day. Any reimbursement will be made in the June paycheck.

4.4 Bereavement Leave

All bereavement leave days shall be deducted from the employee's sick leave entitlement. Up to five (5) days bereavement leave per incident shall be available to certificated employees for the purpose of attending funerals of members of the same family, i.e., spouse, employee's (or spouse's) child, parent, brother, sister. An extension of this leave may be granted at the discretion of the Superintendent or designee. Time for attending the funeral of a close friend, associate, or relative may be allowed at the discretion of the Superintendent or his designee.

4.5 Extended Leaves of Absence

Upon application, a teacher employed by the District for a period of at least two full consecutive school years shall be granted extended leave for the remainder of the current year as detailed below:

4.5.1 Leaves of absence listed below may be granted. They shall:

4.5.1.1 Be applied for in writing.

4.5.1.2 Be granted in writing.

4.5.1.3 Provide for no loss in accumulated benefits.

4.5.1.4 A continuing contract teacher shall be assigned to the same position if available or if not available to at least an equivalent position, if requested in writing. During the absence of a continuing contract employee who has been granted a leave of absence and who qualifies for returning to the same position and who requests reinstatement to the same position, a temporary employee will be hired, permitting the employee on leave to return to the same position unless the position has been eliminated. Continuing contract employees granted such leave shall notify the personnel office in writing by February 1, if they still desire reinstatement to the original position. This may be extended to include a second year through written application to the Board by February 1.

Qualified employees returning from extended leave who are not a continuing contract teacher, other than in the situation of Military Leave and Family Medical Leave, is not guaranteed to have a position upon return, but will have a position at the District if such a position is available.

4.5.1.5 Allow eligible teachers to participate in group insurance while on leave with the teacher paying the premiums.

4.5.1.6 Leave Types and Leave Application Criteria

4.5.1.6.1 Peace Corps

Peace Corps leave will be granted, without pay or increment. Peace Corps leave is for one (1) year at a time. If a second year is requested, the teacher must renew his leave for the additional year.

4.5.1.6.2 Military Leave

Upon request, a teacher will be granted military leave for up to five (5) years, subject to the following requirements: Military leave will be granted, without pay or increment, to any teacher who voluntarily enlists in active U.S. military or National Guard service.

Although a teacher is entitled to voluntary military leave for up to five (5) years, as provided above, military leave shall be granted in one-year increments; therefore, the District may require a teacher on military leave, or his or her designee, to renew his or her request for continued leave each year.

Any teacher who is inducted into active U.S. military service, or who, as a member of a U.S. military reserve or National Guard unit, is called by appropriate governmental authority to active duty, shall be granted a leave of absence without pay. While that teacher is on active duty, he or she shall continue to accrue increment for as long as he or she is on active duty. Such leave benefits are subject to applicable state and federal laws.

A teacher will be allowed, upon request, unpaid military leave of up to fifteen (15) days without loss of fringe benefits, provided that the teacher is a member of a U.S. military reserve or National Guard unit, and is required to be engaged, during the period of leave, in training with his or her unit as ordered or required by law.

4.5.1.6.3 Parenting Leave

Any teacher who has been employed for two years shall be granted parenting leave for the remainder of the current year without pay or increment. This includes both adoption and birth. In extraordinary situations, the eligible employee can make a request to the Board to extend the leave for an additional year. Such grant of extension is at the sole discretion of the Board and will only be granted in unusual and exceptional situations.

4.5.1.6.4 Caring for Sick Member of Family

Any teacher who has been employed for two years shall be granted leave of absence for the remainder of the current year, without pay or increment, for the purpose of caring for a sick member of the employee's immediate family. In extraordinary situations, the eligible employee can make a request to the Board to extend the leave for an additional year. Such grant of extension is at the sole discretion of the Board and will only be granted in unusual and exceptional situations.

4.5.1.6.5 Personal Illness

Any teacher who has been employed for two years, whose personal illness extends beyond accumulated sick leave will be granted a leave for the remainder of the current year without pay or increment, and such leave may be extended for one (1) year. Request for such leave must be accompanied by a statement from a regularly licensed physician that such leave is necessary.

4.5.1.6.6 Candidate for Public Office

An eligible teacher shall be entitled to a leave of absence, without pay, to run for and serve in public office, provided that such service requires less than a full-time commitment. After a teacher is elected to public office, his or her leave of absence shall be limited to those District contract days when the employee is on official public business required by assignment. The daily rate to be deducted from the employee's school district salary, for each day that the employee is on leave of absence, shall be calculated by dividing the employee's salary by the number of days in the employee's contract. While on leave of absence pursuant to the terms of this subsection, the teacher shall retain all fringe benefits, provided that the teacher's fringe benefits shall be subject to modification consistent with any District-wide change in fringe benefits.

4.5.1.6.7 Professional Study

An eligible teacher who has completed at least two (2) continuous years of service in School District No. 25 shall be granted, upon request, leave for up to the remainder of the current year without pay or increment for professional study. In extraordinary situations, the eligible employee can make a request to the Board to extend the leave for an additional year. Such grant of extension is at the sole discretion of the Board and will only be granted in unusual and exceptional situations.

coverage would have been provided if the teacher had continuously remained in employment. Except as otherwise provided by this Section 4.5 or by the specific provisions of the Act, the school district shall not maintain any other group insurance coverage, unless the teacher pays the premiums as required by section 4.5.1.5. Moreover, if the leave is for reasons not covered by the Act, then the teacher shall also be required to pay the premiums for health insurance in order to maintain coverage.

4.6 Family and Medical Leave Act of 1993

4.6.1 Article II of this Negotiated Agreement shall be subject to the requirements of the Family and Medical Leave Act of 1993 (the Act). Thus, when a teacher takes leave for reasons allowed by the Act, the school district shall maintain the teacher's health insurance benefits (including vision and dental) under the school district's group insurance plan for the duration of the teacher's leave up to the twelve week maximum allowed by the Act. The teacher's health insurance coverage while on leave shall be at the level and under the conditions

ARTICLE 5

INSURANCE BENEFITS

- 5.1 The School District will maintain a Section 125 Cafeteria Plan.
This Plan will include at no cost to the District dependent care assistance and medical expense reimbursement. Employees who participate in dependent care assistance and medical expense reimbursement shall be required to pay the Plan Administrator if fees are assessed.
- 5.1.1 The Association agrees that the School District is maintaining the Plan. The Plan Administrator shall be solely responsible, at no cost to the School District, for administering the Plan and for ensuring that the Plan shall always comply with applicable state and federal law. The School District's responsibility shall be limited to payroll deduction administration based on information provided by the Plan Administrator. The School District shall have no responsibility to the Association or to the members of its bargaining unit for any damages they or any of them may suffer if the Plan Administrator should ever not comply with applicable law or as a result of any acts or omissions of the Plan Administrator, its administration and its maintenance of the Plan.
- 5.1.2 The Plan Administrator's relationship with the School District shall be governed by a "Record Keeping Agreement." Should the School District and the Plan Administrator be unable to agree on the terms of the record keeping agreement or, once entered into, should the Record Keeping Agreement terminate, the School District shall have no obligation to assume the Plan Administrator's responsibilities nor to maintain the dependent care assistance and the medical expense reimbursement portions of the Plan. The School District and the Association agree that in such event they will reopen negotiations for the sole purpose of determining what action should be taken. By way of example and not limitation, such action may include adopting a new cafeteria plan or retaining an entity to replace the Plan Administrator as the "Plan Coordinator/Record Keeper."
- 5.2 The District shall provide insurance coverage for employees.
- 5.2.1 Employee hospital, surgical and major medical insurance.
- 5.2.2 Employee Dental Insurance
- 5.2.3 \$50,000 Group Life Insurance Policy
- 5.2.4 Vision Insurance
- 5.2.5 Wellness Program. Such coverage may or may not have employee contribution provisions. During the first year of employment, employees are exempt from paying a premium differential.
- 5.2.6 Employee Assistance Plan

ARTICLE 6

COMPENSATION

- 6.1 Contract Days and Work Day Length
- 6.1.1 The number of days in the school week and/or school year is solely a Board decision. The 2021-2022 school year shall be comprised of 190 work days. A copy of the school calendar is attached to this Agreement as Appendix B and is for informational purposes only. Included within the 190 days for the school year will be:
- 5 Paid holidays
 - 4 Professional Development days with a minimum of 1 day set aside as a non-directed professional workday
 - 3 Record days
 - 1 Staff orientation day
 - 1 Preparation day
 - 1 Check-out day in which staff may be checked out and leave after completion of administrative check-out activities
 - 1 Day's equivalent for evening Back-To-School or parent activities. The hours for this day will be accounted for as follows:
 - 2.0 Hours for Back-To-School Activities
 - 1.5 Hours of flex time
 - 4.0 Hours to be determined by the Building Leadership Team and to be calendared by the last Friday of September.
- 6.1.1.1 The non-student-contact days at the commencement of the school year may be scheduled in ½ day blocks rather than dedicated full-day blocks.
- 6.1.2 The work day shall be seven hours and thirty minutes. The administration shall have the right to set the work day hours.
- 6.1.3 Teachers shall be given a minimum of fifty consecutive minutes of individual preparation time on a daily basis either during the student instructional day or before or after the student instructional day. Arrangements for individual preparation time shall be determined at the building level by the building principal. From time to time due to schedule changes, a teacher may not have his/her individual preparation time on a given day.
- 6.1.4 One (1) elementary early-release day per month will be set aside for undirected preparation / collaboration time among teachers.
- 6.1.5 A part-time teacher shall receive the same percentage of individual preparation time as his or her percentage of the full time contract. The principal at the secondary level shall have the discretion to schedule the part-time teacher's preparation time at any time during the part-time teacher's contract day, whether before the teacher begins his or her student contract time, after the teacher completes his or her instruction time with students, or during the teacher's instructional day.

6.1.6 When specialists are responsible for the classroom instruction at the elementary level, the classroom teacher shall not be required to remain in the classroom for classroom management purposes and may use the time for instructional planning. However, there may be times when teachers are expected to implement part of the curriculum initiated by the specialist and required to be present for that reason. This exception shall be prearranged with the knowledge of the building principal.

6.1.7 Teachers shall have a 30 minute duty free lunch which shall not be included in the work day.

6.1.8 Teachers shall not be required to report to school on emergency closure days.

6.2 School District Number 25 Salary Schedule

	Step	BA Only	BA24+	MA+
Residency	1	41,700	43,700	45,200
	2	42,340	45,680	47,295
	3	42,980	47,660	49,390
	0A	—	—	47,295
	0B	—	47,660	49,390
Professional	1	43,620	49,640	51,485
	2	44,260	51,620	53,580
	3	44,900	53,600	55,675
	4	45,540	55,580	57,770
	5	46,180	57,560	59,865
	6	46,820	59,540	61,960
	7	47,460	61,520	64,055
	8	48,100	63,500	66,150
	9	48,740	65,480	68,245
	10	49,380	67,460	70,340

6.2.1 All eligible certified employees, including those considered by the State of Idaho to be Pupil Service Personnel, will be placed on this schedule.

6.2.2 Employees who are not eligible to be placed on the Professional Rung of the State Reimbursement Schedule will be placed on the Residency Rung for salary placement. Placement on the Professional Rung will be done when the

employee has reached “Professional” status either through certification or by definition in Idaho Code.

6.2.3 Other Stipends

Psychologists and Speech Language Pathologists will receive a stipend equivalent to 5% of their cell placement. This stipend will be paid over the same 12-month period as the employee’s regular contract.

6.3 Criteria for Vertical Placement on the Salary Schedule

6.3.1 Transitioning to the 2021-2022 Salary Schedule

For employees who had a certified contract with School District Number 25 for the 2020-2021 school year, placement on the 2021-2022 salary schedule will be done based on the following table. All placements will be restricted to the same column and horizontal movement will be considered after initial placement on the schedule. The transitions below will be based on the employee’s final placement on the 2020-2021 schedule.

	Step	BA Only	BA24+	MA+
Residency (R)	1	(R) Step 2	(R) Step 2	(R) Step 1
	2	(R) Step 3	(R) Step 3	(R) Step 2
	3	(P) Step 1	(P) Step 0B	(P) Step 0A
Professional (P)	1	(P) Step 3	(P) Step 1	(P) Step 0B
	2	(P) Step 4	(P) Step 1	(P) Step 0B
	3	(P) Step 4	(P) Step 1	(P) Step 1
	4	(P) Step 5	(P) Step 2	(P) Step 1
	5	(P) Step 6	(P) Step 2	(P) Step 2
	6	(P) Step 7	(P) Step 3	(P) Step 3
	7	(P) Step 8	(P) Step 4	(P) Step 4
	8	(P) Step 9	(P) Step 5	(P) Step 6
	9	(P) Step 9	(P) Step 7	(P) Step 7
	10 (a)	(P) Step 10	(P) Step 7	(P) Step 8
10 (b)	—	(P) Step 9	(P) Step 9	
10 (c)	—	(P) Step 10	(P) Step 10	

(R): Residency Rung (P): Professional Rung
 Step 10 (a): Step 10 without a Longevity Stipend
 Step 10 (b): Step 10 with Longevity Stipend #1
 Step 10 (c): Step 10 with Longevity Stipend #2

- 6.3.2 **Transition Stipends**
A one-time \$750 stipend will be paid to employees in the MA+ column whose placement through the table in 6.3.1 offered a salary that was less than those employees in the BA24+ column with the same number of years of experience. Existing employees who during the 2020-2021 school year were placed or new employees who would have been placed in the following steps on the 2020-2021 schedule will receive this stipend: Residency steps 1, 2 and 3; Professional steps 1, 2 and 4. This stipend will be paid over the same 12-month period as the employee's regular contract.
- 6.3.3 New employees who at the beginning of the 2021-2022 school year have 0 years of experience will be placed on Residency Rung / Step 1 of the salary schedule. They will be placed on the appropriate column based on the education they have/had at the time their certificate was issued.
- 6.3.4 New employees with 1 or more years of experience will be placed on the 2021-2022 salary schedule by first determining where they would have been placed on the 2020-2021 schedule had they been employees of School District Number 25. That placement will be determined by years of experience at the beginning of the 2020-2021 school year and any additional education and credits. Their final placement on the 2021-2022 schedule will then be determined using the table in 6.3.1.
- 6.3.5 If qualified to do so, employees who have successfully completed their third year of teaching will be granted their Professional Endorsement. Employees who have three or more years of teaching experience and who have not been granted a Professional Endorsement by the State Department of Education will continue to be placed on Step 3 of the residency Rung.
- 6.3.6 Employees who have three years of experience or more and are new to the district will be placed on the salary schedule using the same criteria and process used to place individuals on the 2015-2016 schedule. However, six additional years of experience will be added when making the placement.
- Vertical placement on the 2021-2022 schedule will be determined by following the same process used by the State Department of Education to estimate salary apportionment. There will not be a direct correlation of prior teaching experience and steps on the 2021-2022 salary schedule. Employees with 10 or more years of experience may be placed on mid-level cells of the salary schedule.
- 6.3.7 Current legislation allows instructional staff to move one cell on the career ladder for each year they are employed and meet the applicable performance criteria for that compensation rung. That same criteria will be followed for movement on the district's salary schedule.
- 6.3.8 To determine the appropriate cohort placement for teachers new to the district, the actual years of teaching or administrative service in an accredited public school, in an accredited private or parochial school or in an accredited college or university shall be counted.

- 6.4 **Criteria for Horizontal Placements on the Salary Schedule**
- 6.4.1 Only credits earned after initial certification will be counted for horizontal placement on the salary schedule.
- 6.4.2 Effective July 1, 2015, movement between columns on the professional rung of the career ladder will follow the state requirements: "Only credits and degrees, earned at an institution of higher education accredited by a body recognized by the state board of education or credits earned through an internship or other work experience approved by the state board of education, shall be credited."
- 6.4.3 Subject to the conditions above for recognition, reimbursement and payment, successful completion of college or university courses and/or participation in in-service workshops authorized by the Director of Human Resources will be recognized to fulfill the credit requirement for placement on the salary schedule. However, in-service credit earned after August 31, 1994 shall not be counted for placement on the salary schedule.
- 6.4.4 All university and college credit hours must be verified by official transcripts. The Director of Curriculum shall certify satisfactory completion of in-service workshops and verify the number of credit hours earned following completion of the workshop.
- 6.4.5 Those employees who have a Bachelor's degree, but less than 24 additional credits will be placed on the BA column of the salary schedule. Those employees who have a Bachelor's degree and who have at least 24 additional credits, will be placed on the BA24+ column of the salary schedule. Those employees with a Master's, Educational Specialist or Doctorate degree will be placed on the MA column of the salary schedule.
- 6.4.6 In order to maintain the integrity of the original placement cohorts of the career ladder, employees will be repositioned on the career ladder in a cell on the appropriate column that provides an increase in salary.
- 6.4.7 Employees who have been approved for horizontal movement will first be placed on the same step in the appropriate column of the 2020-2021 salary schedule. Then using the table in 6.3.1, placement will be made using the appropriate new column and step combination
- 6.5 **Change of Contracts**
- 6.5.1 Teachers must notify the Human Resources Department by September 1 that they qualify for change of placement. An official transcript supporting the allowable movement is required to be submitted to the Human Resources Department by September 15 documenting earned credits. If there are extenuating circumstances at the college or university regarding the timing for transcribed credit, those extenuating circumstances shall be documented in writing by the institution of higher education. The employee is responsible to obtain this documentation for submission to the Human Resources Department. Retroactive placement shall become effective at the time of verification of credits.

6.6 Salary Payments

- 6.6.1 Salary from a “Teacher Contract” and any existing “Supplemental Contract” shall be paid in twelve (12) equal payments and be paid on or before the first day of each month. Any new “Supplemental Contract” payments will be paid during the month(s) that those wages are earned.
- 6.6.2 Upon request by the teacher and approval of the Director of Business Operations, the District will make the provisions to pay teachers in emergency situations.

6.7 Compensation for Service as a Substitute

- 6.7.1 A building administrator may require a teacher to substitute in a class he or she is not regularly scheduled to teach. Certified staff performing duties concurrently, that is, performing two responsibilities at the same time, shall be compensated at the certified, short-term bachelor’s level compensation rate. Certified staff supervising a combination of classes or providing substitute services during preparation time qualify for the additional compensation.
- 6.7.2 Payment may be requested after the teacher has accumulated no less than one-half (½) day of substitute service. The teacher must submit a substitute teacher voucher to the payroll office. It is required that the voucher be signed by the teacher and the applicable building principal or assistant principal, certifying the dates and number of hours of substitute service. Upon receipt, the payroll office will include the additional payment in the teacher’s regular paycheck received in the month following the month of voucher submission.
- 6.7.3 If by the approach of the school year’s end, it is not foreseeable that a teacher will accumulate the minimum amount of substitute time required for submission to payroll, the teacher shall be entitled to receive in lieu of compensation, compensatory time, calculated at the rate of one hour of compensatory time for each hour of substitute service for which the teacher has not and will not be paid. Compensatory time shall be arranged with the building principal to be taken before the end of the school year. Compensatory time, however, must be taken outside of the instructional portion of the workday. In no case shall substitute compensatory time be carried over into the next school year.

6.8 Extra-Curricular Salary Schedule

Extra-curricular salaries for each position listed in the schedule below shall be calculated at one of three experience levels, depending on the experience of the coach or advisor in the sport or activity for which he/she is to be paid. Each level shall have its own “calculation base” and each position listed below shall have its own “percentage multiplier.” The level one calculation base for a coach or advisor with one to five years of experience in his/her assignment shall be \$30,000. The level two calculation base for a coach or advisor with six to ten years of experience in his/her assignment shall equal the compensation base for level 1 plus \$5,000. The level three calculation base for a coach or advisor with eleven or more years of experience in his/her assignment shall equal the calculation base for level one plus \$10,000. To determine the compensation for each extra-curricular coach or advisor, multiply the coach’s calculation base by the percentage multiplier listed for that coach’s or advisor’s position in the schedule below. Any teacher who is hired for an extra-curricular position shall be given experience credit for each full year he/she has previously worked in that same sport or activity and in the same position for which compensation is currently being calculated, whether that experience was with School District No. 25 or with another school district. The calculation base for each of the three extra-curricular experience levels is as follows:

	<u>Level One (1-5 years)</u>	<u>Level Two (6-10 years)</u>	<u>Level Three (11 years +)</u>	
	\$30,000	\$35,000	\$40,000	
	<u>High School</u>	<u>Percent</u>	<u>Middle School</u>	<u>Percent</u>
Annual Advisor		8.8	Band	6.4
Band		11.9	Basketball 8 th Boys	5.5
Head Baseball		9.0	Basketball 8 th Girls	5.5
Asst Baseball		6.0	Cheerleader Advisor	7.0
Head Boys Basketball		14.0	Cross Country	5.5
Asst Boys Basketball		9.0	Intramural Fall	2.0
Head Girls Basketball		14.0	Intramural Winter	2.0
Asst Girls Basketball		9.0	Intramural Spring	2.0
Cheerleader Advisor		13.8	Math Counts	4.0
Assistant Cheerleader Advisor		6.2	Orchestra	6.4
Cross Country		9.0	Robotics	6.0
Asst Cross Country		6.0	Student Leadership	4.0
Head Debate		13.8	Head Track	7.0
Asst Debate		6.0	Asst Track	5.0
Drama		13.3	Vocal	5.8
Assistant Drama		6.0	Volleyball 8 th	5.5
Drill Team (With Class Period)		8.4	Volleyball 7 th	5.5
Drill Team (Outside Class)		13.8	Head Wrestling	6.0
Assistant Drill Team		6.0	Asst Wrestling	4.0
Flag Team - Band		6.7	Yearbook Advisor	4.0
Head Varsity Football		14.0		
Head Junior Varsity Football		10.0		
Head Freshman Football		10.0		

<u>High School</u>	<u>Percent</u>	<u>Web Master</u>	
Asst Football	9.0	High School	8.6
Head Golf	9.0	Middle School	4.0
Asst Golf	6.0	Elementary School	2.0
Intramural Winter	3.0		
Orchestra	7.0		
Robotics	9.0		
Head Boys Soccer	9.0		
Asst Boys Soccer	6.0		
Head Girls Soccer	9.0		
Asst Girls Soccer	6.0		
Head Softball	9.0		
Asst Softball	6.0		
Student Government Advisor	9.0		
Head Tennis	9.0		
Asst Tennis	6.0		
Head Track	10.5		
Asst Track	6.5		
Vocal	8.9		
Head Volleyball	14.0		
Asst Volleyball	9.0		
Head Wrestling	14.0		
Asst Wrestling	9.0		

6.9 Driver's Education

6.9.1 Compensation

The Board and Association agree that all driver education instructional personnel shall be paid at the rate of at least \$30.00 per hour for each working hour assigned.

6.9.2 Holidays

Driver education personnel employed during the summer months will be entitled to all legal holidays off duty without pay. Driver education personnel will not work on Sundays.

6.9.3 Additional Time

Driver education driving instructors will be granted a maximum of three (3) hours of time at the regular rate of pay to complete the necessary written reports. The extra time to complete written reports will be granted after the total instructional program has been completed. Driver education classroom instructors will be granted one (1) hour per day at the regular daily rate of pay for instructional preparation.

6.9.4 Schedule

All driver education employees will be expected to work according to prearranged daily schedule. Any change or alteration of the schedule must have the written approval of the Transportation Coordinator.

6.10 Summer School and Night School

Summer and Night School professional staff shall be paid at the rate of at least \$30.00 per hour.

6.11 Time Required of Teachers Beyond the Regular Contract Day

A 1:1 ratio of flexible time will be given to the employee for time required beyond the normal work day. Arrangements for flexible time will be made between the employee and the principal.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 Definitions

- 7.1.2 A "Grievance" is an alleged violation or a misinterpretation/ misapplication of any provision of the Negotiated Agreement between the Pocatello Education Association and the Pocatello/Chubbuck School District No. 25 Board of Trustees.
- 7.1.3 A grievant is a certificated employee.
- 7.1.4 "Days" means working business days. "Days" may be extended if both parties to the grievance mutually agree.

7.2 Process

7.2.1 Level 1

Before filing a formal, written grievance, the grievant shall attempt to resolve the problem by identifying the problem and meeting informally with the grievant's direct supervisor/designee. The supervisor/designee shall document that meeting.

7.2.2 Level 2

If the grievance is not resolved at Level 1, then within fifteen (15) days after the event leading up to the grievance a written "Statement of Grievance" shall be filed on the appropriate form and submitted to the grievant's direct supervisor/designee, who shall arrange for a meeting to take place within five (5) days after receipt of the "Statement of Grievance". The supervisor/designee shall also provide written notice to the grievant designating the time and place of the meeting and shall inform the grievant of the right to have a representative present at the meeting. The "Statement of Grievance" shall name the party involved, state the facts giving rise to the grievance, identify the elements of the Negotiated Agreement that have alleged to have been violated, indicate the relief requested, and shall be signed by the grievant. The grievant and the supervisor/designee shall be present for the meeting. Following the meeting, the supervisor/designee shall have five (5) days in which to provide a written decision with reasons to the grievant.

7.2.3 Level 3

If the grievant is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within five (5) days after the meeting with the direct supervisor/designee, the grievant may within three (3) additional days refer the "Statement of Grievance" and the Level 2 response to the Superintendent/designee, who shall arrange for a meeting to take place within five (5) days after receipt of the grievance. The Superintendent/designee shall also provide written notice to the grievant designating the time and place of the meeting and shall inform the grievant of the right to have a representative present at the meeting. Following the meeting, the Superintendent/designee shall have five (5) days in which to provide a written decision with reasons to the grievant.

7.2.4 Level 4

If the grievant is not satisfied with the disposition of his/her grievance at Level 3, or if no decision has been rendered within five (5) days after the meeting with the Superintendent/designee, the grievant may within three (3) additional days refer the "Statement of Grievance" and the Levels 2 and 3 responses to the Superintendent for referral to the Board of Trustees, which shall arrange for a hearing to take place within five (5) days to ten (10) days after receipt of the grievance. The Superintendent shall provide written notice to the grievant designating the time and place of the hearing and shall inform the grievant of the right to have a representative present at the hearing. Following the hearing, the Board of Trustees shall have five (5) days in which to provide a written decision with reasons to the grievant.

- 7.3 The decision of the Board of Trustees shall be the final decision on the grievance.

ARTICLE 8

EFFECT OF AGREEMENT

- 8.1 Savings Clause
If any specific items in this Agreement shall be ruled invalid by a court of law or governmental agency, the Board and Association shall enter into negotiations within fifteen (15) days to agree on a successor clause for the invalidated article. The balance of this Agreement shall not be affected by any such ruling and shall remain in full force.
- 8.2 Agreement Modification
This agreement may be modified during its term only by written mutual agreement duly agreed to and executed by both parties, or by court ordered or governmental action.
- 8.3 Duration
 - 8.3.1 This agreement shall be effective July 1, 2021 through June 30, 2022.
 - 8.3.2 Any individual contract between the Board of Trustees and an individual employee in the bargaining unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains language or terms inconsistent with this Agreement, then this Agreement shall be controlling.

SIGNATURES



 FOR THE BOARD OF TRUSTEES
 7/6/2021

 DATE



 FOR THE ASSOCIATION
 7/11/2021

 DATE

Appendix A

The following Sick Leave Bank Guidelines are being included in this agreement as a service to the members of the bank. They are to be included in the district's Pay Manual and are not subject to negotiation.

Additions or Changes to these Guidelines

Changes to these guidelines must be approved by the Pocatello Education Association Executive Board and the Administration of School District #25. The Board of Trustees will adopt any Pay Manual changes at a board meeting.

Meetings

- 1. The sick leave bank shall meet twice a month, at least 2 days prior to each payroll run date. (See payroll for schedule.)
- 2. A majority of the committee must be present to conduct business. If a majority of committee members cannot be present, substitutes can be called from the general membership of the bank.
- 3. The committee shall meet in a mutually agreed upon location at a time when a majority of members can be present.

Confidentiality

All documents related to an application, including physician statements, are to be shared and reviewed by the committee. All Sick Leave Bank documents are to be considered Protected Health Information (PHI), are not public record, and are to remain confidential.

Granting Days to Committee Members

The committee created by 4.2.6 of the Negotiated Agreement may not grant days to any member of that committee. If a committee member requires days from the sick leave bank, the member must comply with all of the requirements of an application. It will then be reviewed for approval or denial by the Sick Leave Bank Appeals Committee.

Communications with the Payroll Office

- 1. The Payroll Office will have the authority to deny processing of any sick leave bank grant that does not include at least 3 committee member signatures. In the case that the grant is for a committee member, at least 3 signatures from the Appeals Committee must be present. The committee chair will be notified of the deficiency and the grant will be held until a majority of the committee is able to provide its approval. If the lack of signatures cannot be resolved by the committee chair through additional signors or e-mail approval, it will be the committee chair's responsibility to inform the requesting member that a majority of the committee would not approve the application and the reason(s) why.
- 2. When requested, the Payroll Office may inform the Sick Leave Bank Committee if an employee applying for a bank grant is paying for a disability policy.

Forms

- All committee and applicant forms must be official forms approved by the Pocatello Education Association Executive Board and the Administration of School District #25.
- All forms will be available on the district's web site.

Reasons for Denial of Bank Grants

The Sick Leave Bank Committee will deny benefits for any of the following reasons:

- A lifetime usage limit of 180 sick leave bank days has been met.
- Required forms are not completed or turned in during the pay period the injury/illness occurred.
- More information is needed to clarify the type or degree of illness.
- A member fails to provide a second opinion when requested.
- A member has been covered for 120 calendar days from the onset of the illness.
- A member is receiving payments from a disability insurance program.
- In the case of a long term illness of a family member, if only custodial care is needed. (½ days could be granted).
- A member is on a leave of absence and not receiving salary payments.
- It is determined that a member has been fulfilling other duties or jobs and is capable of working.
- Short-term illnesses of less than 10 work days.
- The request is for an elective medical procedures or other medical care that could be scheduled during non-contract time.
- For a maternity request, days requested beyond six calendar weeks from the birth, regardless of delivery method.
- The employee is on Workers Compensation. However, if an employee is on Workers Compensation and is utilizing sick leave to augment Workers Compensation payments and has used all of his/her sick leave, the bank can grant partial days to the employee in the same ratio as allowed in the Negotiated Agreement. The purpose would be to allow the employee to augment a Workers Compensation payment and receive a check that would be equivalent to what the employee would have received if they were not on Workers Compensation. Days granted would not allow the employee to exceed the salary they would have been receiving if the employee was not on Workers Compensation and days granted will not go beyond the employee's contract.
- Grants for less than 10 days, even if those days may be related to a previous illness or accident for which sick leave bank days were granted.
- For days requested beyond typical recuperation periods.
- Inadequate documentation was submitted.
- Application was turned in after the pay period or end of the sick leave.

Annual Report to Members

The committee must submit an annual bank reconciliation to all bank members. This may be done through payroll's check distribution. The data must include, at a minimum: number of bank members, number of days contributed from new members, number of days assessed for all members and the total number of days generated by that assessment, number of days used, reasons for use, and bank balance. The names of members who receive grants will not be reported.

Appendix B

Pocatello/Chubbuck School District #25

2021-2022 School Calendar

Adopted 12/15/2020

August '21						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September '21						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October '21						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November '21						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December '21						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January '22						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February '22						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March '22						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April '22						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May '22						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June '22						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July '22						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

* All Mondays are 1-HR Early Release

	Holidays/Breaks – No School		Teacher PD Days/Check Out Day – No School
	PT Conferences – No School		First and Last Day of School
	Graduation Day		End of Trimester/Record Days – No School
	Midterms		

Items that were updated / changed in the 2021-2022 agreement:

2.14
3.12
3.13 (new)
6.1.1
6.1.1.1 (new)
6.1.4
6.2
6.2.3
6.3
6.4.6
6.4.7 (new)
6.8
6.9.1
6.10

