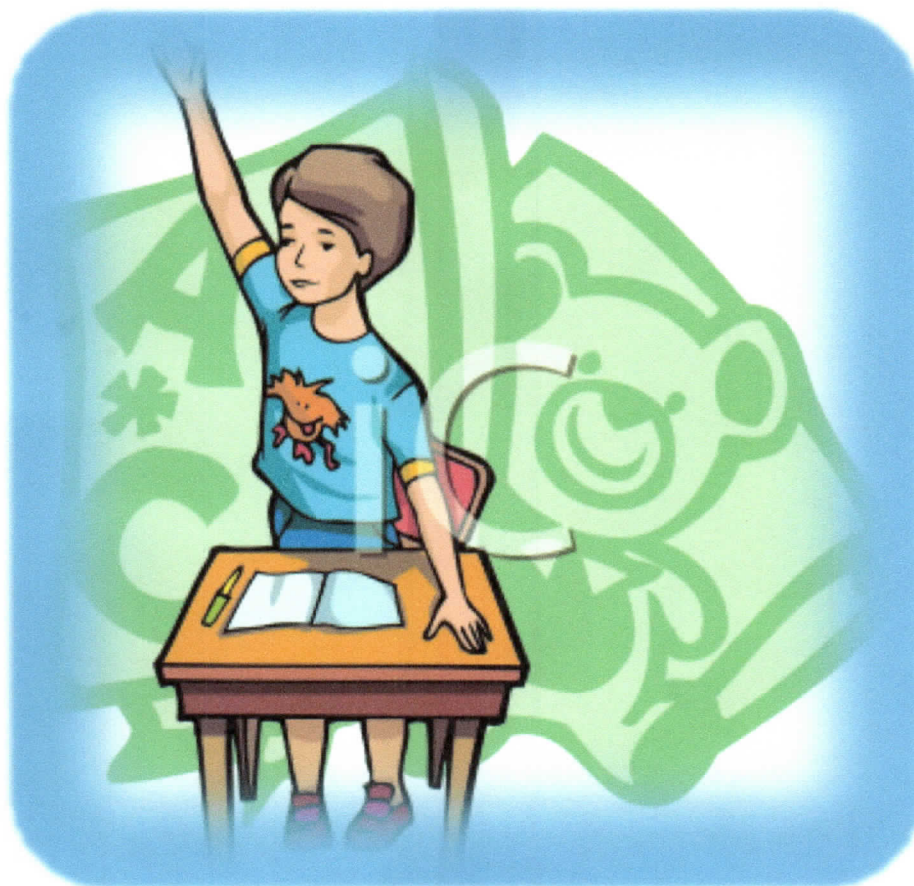


# Professional Agreement

Between

The Sugar Salem School District #322



And

The Sugar Salem Education Association  
For the 2017 – 2018 School Year

Ratified: 5-11-17

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## **1 PREAMBLE**

This agreement is entered into between the Board of Trustees of Sugar Salem School District #322 of Madison County, Sugar City, Idaho (hereinafter called the “Board”), and the Sugar Salem Education Association (hereinafter called the “Association” or “SSEA”), affiliated with the Idaho Education Association and the National Education Association, representing a majority of certificated staff (excluding administrators).

## **2 DEFINITIONS**

**Superintendent:** In this agreement, “Superintendent” shall refer to the Chief Executive Officer of the District.

**School Board, School District:** The terms “School Board and School District” shall mean the Sugar Salem School District #322, its Board of Trustees, or the designated representatives.

**Association:** The term “Association” shall refer to the Sugar Salem Education Association or its designated representatives.

**Teachers:** The term “teachers” refers to both instructional as well as pupil services staff members.

## **3 RECOGNITION**

**Association Recognition:** The Board of Trustees of Sugar Salem School District #322, Madison and Fremont Counties, Idaho, recognizes, for the 2017/2018 school year the Sugar Salem Education Association as the sole and exclusive negotiating agent for all certificated employees, except the Superintendent, principals, and assistant principals.

## **4 NEGOTIATIONS PROCEDURE**

1. It is understood between the parties that the Board has an obligation pursuant to law to negotiate with the exclusive representative of its professional employees with respect to salaries, and fringe benefits. Each party (District and Association) must have at least two (2) members present at any bargaining meeting in order to conduct business.
2. **Commencement of Negotiations:** Negotiations shall begin within ten(10) days of receipt of either a written or a verbal request made by either party to the Superintendent. The Superintendent shall pass such requests on to the Negotiations Committee and shall facilitate the date of the first meeting.
3. **Negotiations Procedure:**
  - 3.1. **Timeline:**
    - 3.1.1. Prior to May 9 either the Board or the SSEA may request negotiations.
    - 3.1.2. May 10 – Written evidence required showing the Association represents more than 50% of the certificated professional employees in the District. Without such evidence negotiations with the association will not occur for the upcoming school year.
  - 3.2. In order to promote a consistent negotiations process, negotiations meetings will be held in regard to the following District/Association values.
    - 3.2.1. **Values:**
      - 3.2.1.1. Every effort will be made to reinforce the district’s financial standing up to and including a 5% carryover.

- 3.2.1.2. Carryover will be defined as the amount of funding left in the General Maintenance and Operations Budget as defined by contracted auditors each year.
  - 3.2.1.3. Five percent will be defined as 5% of the total General Maintenance and Operations Budget not including any federal funding.
  - 3.2.1.4. Keeping the district's salary scale within the guidelines set on the state allocation table will benefit the district and staff.
  - 3.2.1.5. It is not good business practice to use any carryover funds in order to balance the budget each year.
  - 3.2.1.6. It is the goal of the District and Association to reach consensus on each issue in the negotiations process.
  - 3.2.1.7. Positive communication and listening skills are paramount as we go through the negotiations process. We should work with others using tolerance and patience.
4. Negotiations Meeting Schedule: The process of negotiating will include presentations from the Association and District in the following order.
    - 4.1. Presentation by the business manager and/or superintendent. This will include financial and other information pertinent to the state of the district and in accordance with state code.
    - 4.2. Presentation of general goals and values by the Association. This will include their needs and suggestions and may be those things they feel would be appropriate in a best case scenario.
    - 4.3. Presentation by the Board. This will include the district's needs and suggestions as to how they can best support and help staff members.
    - 4.4. The Negotiations Team will brainstorm solutions and follow a problem solving process for each of the suggestions.
    - 4.5. Responsibility of the Board and the Association: It is the responsibility of the Board and the Association to clothe their negotiation representatives with the necessary power and authority to make and consider proposals, counterproposals, and to determine tentative agreements. All agreements shall be considered tentative until ratified by both the Board and the Association.
  5. Negotiations Information: The Board shall make available to the Association, upon reasonable request, public information as is requested by the Association for developing intelligent, feasible, and constructive proposals in behalf of teachers. This information may include complete and accurate financial reports, the proposed budget for the next school year, information on the number and level of teachers on the salary schedule, and other similar information. In addition, the Association agrees to furnish similar information to the Board upon reasonable request.
  6. Good Faith: Both parties agree to negotiate in good faith. Good faith is defined as an honest attempt to resolve issues which arise during the negotiations process.
  7. Teacher Protection: The Board agrees that every certificated classroom teacher of the District shall have the right to freely join and support the Association for the purpose of engaging in negotiations and that it will not discriminate against any employee on the basis of membership, or participation in, or association with, the activities of the Association. The Association agrees that it will, without discrimination, represent all certificated employees, except the Superintendent, principals, and assistant principals, for purposes of negotiations, without regard to membership or participation in the Association.
  8. Agreement: When a tentative agreement is reached on any proposal, it shall then be made in writing and submitted for ratification to the Board and the Association. When approved by both parties, it shall be signed by their respective representatives and shall be entered in its entirety into the official minutes of the Board. It shall also become a part of the Professional Agreement between the Association and the Board. Thereupon the agreement shall constitute district policy and become binding upon both parties.
  9. Duplication and Distribution of the Agreement: Within thirty (30) days of ratification of the agreement, the Board shall cause to have distributed electronically, via e-mail, copies to all certificated instructional/pupil personnel employees in the District. A copy will be posted on the district web site and a current written and signed copy will be maintained at the District Office.

10. **Dispute Resolution:** In the event the parties are not able to come to an agreement upon the items submitted for negotiations under this agreement, one (1) mediator shall be appointed. The issue or issues in dispute shall be submitted to mediation at the request of either party in an effort to induce the representatives of the Board and the Association to resolve the conflict.
11. One (1) mediator shall be appointed by mutual consent. If the parties cannot reach an agreement on a mediator within ten (10) days of the deadlock, mediation under the auspices of the Federal Mediation and Conciliation Service (FMCS) shall be utilized to help resolve the dispute.
12. If mediation is unable to effect settlement of the dispute over unresolved items, either party may, by written notification to the other, request to initiate fact-finding procedures under the auspices of FMCS. FMCS shall within five (5) days, after the review completion, submit a report in writing to the Board and the Association setting forth findings of facts and recommendations on the issues submitted.
13. The expenses and compensation of such mediator and fact finder shall be shared equally by both parties.
14. **Constituted Powers of the Board:** The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon or vested in it by the laws and constitution of the State of Idaho and of the United States. The exercise of those powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the terms of this agreement, and then only in conformance with the constitution and laws of the State of Idaho and the constitution and laws of the United States.
15. **Official Bargaining Agent:** A committee from among the members of the Association will be the official bargaining agent for the teachers of the District. Efforts shall be made to have representation from every school and a variety of organizations within the district.
16. **Proof of Representation:** The Association shall provide, within 10 days of the first request to commence negotiations, proof they represent a majority of certificated staff members in the district. If no such proof is provided negotiations will not commence and the Board of Trustees shall be under no obligation to negotiate and will set compensation and leaves no later June 22<sup>nd</sup>.
17. The Association shall invite all member or non-member staff, who have requested representation, to participate in ratification meetings. This shall be done via email and text messaging with at least three days notice before the meeting.

## **5 SALARY AND BENEFITS**

1. **Salary and Benefits Schedule:** The District salary schedule and a Fringe Benefit Package shall be negotiated each year between the Association Negotiating Committee and a Negotiating Committee appointed by the Board.
2. **Beginning Degree Teachers:** Compensation of teachers coming into the District with no previous teaching experience shall not be subject to negotiations. They shall be placed on the career ladder allocation table at RP1.
3. **Extra Pay Schedule:** The Extra pay Schedule shall be agreed upon each year by the Negotiating Committee.
4. **Tuition Reimbursement :** The District agrees to pay one half (1/2) of the tuition costs for up to six (6) approved credits per teacher taken during each fiscal year (July 1 to June 30). The district will hold all requests until June 30 and pay an equal amount per credit earned up to a budgeted total of 8000.00. All classes that are to be reimbursed for one half (1/2) tuition will be limited to certificated or endorsed areas, current assignment, or request of administration. To receive reimbursement, a grade report or transcript and proof-of-payment must be submitted to the District Office by June 30<sup>th</sup>.
5. **Teaching During a Preparation Period:** In the event that a high school teacher or a junior high school teacher is required to teach for an entire trimester during the scheduled preparation period, that teacher shall be paid at the rate of 1/12th of the teacher's salary.

6. Should negotiations continue past the end of the contract year (ie. Beyond the August payday) all instructional and pupil personnel staff will be paid a minimum of their current placement on the career ladder for the year being negotiated until settlement is reached. At that time any agreed upon increase beyond the ladder amount will be paid in retro from the beginning of the contract year in one lump sum on the payday following when the agreement is signed.
7. The below negotiated salary schedule is based upon a determination by the District’s Board of Trustees that the school year shall be a 190 day school year. This includes 176 student contact days, 4 staff development days, 2 parent teacher conferences, 2 regular contract days, and 6 paid holidays.
8. All state appointed leadership funds, as allocated by the state, will be dispersed, in the form of stipends, to qualifying employees according to Idaho State law. These stipends will be awarded in June.

## 6 INSTRUCTIONAL CERTIFICATED SALARY SCHEDULE

1. All eligible semester credits must be transcript driven and earned from accredited institutions of higher education. Transcripts are due by September 1 for education stipend eligibility.
2. Only those semester credits earned subsequent to initial certification are to be counted for placement.
3. Certificated instructional staff includes the following positions: elementary and secondary teachers and pupil services staff members.
4. Refer to Idaho Code 33-1004A and 33-1004B for requirements on moving between rungs.
5. The Educational Stipend shall be paid in full to qualified individuals with the May paycheck each year.

<u>Career Ladder Placement</u>	<u>Salary</u>
Resident/Professional 1	\$34,600
Resident/Professional 2	\$35,500
Resident/Professional 3	\$36,411
Professional 1	\$38,999
Professional 2	\$40,630
Professional 3	\$41,155
Professional 4	\$42,825
Professional 5	\$43,391
Professional 6	\$45,102
Professional 7	\$45,711
Professional 8	\$47,467
Professional 9	\$48,122
Professional 10	\$48,802
Professional 11	\$48,802

<u>Educational Stipend</u>	<u>Amount</u>
BA + 24	\$1,200
Master	\$2,100

### **For the 2017-2018 Year Only:**

1. All instructional/pupil services staff members will be paid according to their position on the career ladder rubric.
2. Each cohort (RP1 – P10) will be paid according to the State Career Ladder Allocation.
3. All instructional/pupil service staff members in the P5, P7, P9, P10, and P11 cohorts, will be given a one-year stipend in the amount necessary to realize a 6% increase from the previous year’s career ladder amount. This will be spread out over the 12 paychecks for the year.

## 7 FRINGE BENEFITS

This is a brief summary. For more detail of the benefit explanations please see the Blue Cross Insurance Packet you receive each September. You may also call Rudey Ballard at Ballard Insurance in Rexburg or visit Blue Cross of Idaho's webpage.

### 1. Medical Benefits - Blue Cross of Idaho

Retail pharmacy co-pays:

\$15 for generic prescriptions, \$30 for prescriptions, \$45 for "non-formulary" prescriptions

It is recommended that when a staff member fills a prescription, they check to see what the out of pocket expense is for that particular drug. Some prescriptions could be less than the co-pays in the benefit plan, and would save the employee additional money.

Mail pharmacy:

Co-pays match retail

Deductible:

\$2,000 individual/\$4,000 family

In-network Out of Pocket \$1,500

Doctor office:

\$30 co-pay

### 2. Dental Benefits - Delta Dental

100% on cleanings once every six months

Deductible - \$50 (3 per family)

\$1,250 annual max benefit

Orthodontia for 18 and under

### 3. Vision Benefits - VSP

Once every 12 months

\$10 co-pay for Exam

\$25 co-pay & \$130 max benefit toward materials

### 4. Life Insurance - The District will provide life insurance through Lifemap Assurance Company

\$50,000 for employee/\$10,000 for dependent

Additional life insurance can be purchased at the employee's expense.

### 5. Additional Information:

Insurance Representative: Ballard Insurance will be the district insurance representative. They will provide educational opportunities for all employees which may help keep insurance costs down. They will visit each school as needed. Insurance members may call with questions at any time.

## 8 FRINGE BENEFIT COSTS

Medical	\$2000 Deductible	Total	Employee	District
	Employee	506.75	90.01	416.74
	Employee + Spouse	1,109.00	403.41	705.59
	Employee + Child	777.80	289.98	487.82
	Employee + Children	903.25	332.94	570.31
	Employee + Family	1,284.65	463.62	821.03
Dental	\$50 Ded, Ortho, \$1250 annual			
	Employee	34.38	2.29	32.09
	Emp + Spouse	68.76	11.19	57.57
	Employee + Child	74.05	21.92	52.13
	Employee + Children	113.57	35.95	77.62
	Employee + Family	145.93	42.24	103.69
Vision	\$10 Exam, \$25 Material Co-Pay			
	Employee	7.39	0.10	7.29
	Employee + Spouse	14.79	5.72	9.07
	Employee + Child	15.81	6.69	9.12
	Employee - Children	15.81	0.14	15.67
	Employee + Family	25.29	9.15	16.14
Life	\$50,000 emp, \$10,000 dep			
	Employee	9.95	0.00	9.95
	Employee + Spouse	9.95	0.00	9.95
	Employee + Child	9.95	0.00	9.95
	Employee - Children	9.95	0.00	9.95
	Employee + Family	9.95	0.00	9.95
Sub-Total	Employee	548.52	92.40	456.12
	Employee + Spouse	1,192.55	420.32	772.23
	Employee + Child	867.66	318.59	549.07
	Employee - Children	1,032.63	369.03	663.60
	Employee + Family	1,455.87	515.01	940.86
Grand Total	<b>Employee</b>	<b>558.47</b>	<b>92.40</b>	<b>466.07</b>
(Monthly)	<b>Employee + Spouse</b>	<b>1,202.50</b>	<b>420.32</b>	<b>782.18</b>
	<b>Employee + Child</b>	<b>877.61</b>	<b>318.59</b>	<b>559.02</b>
	<b>Employee + Children</b>	<b>1,042.58</b>	<b>369.03</b>	<b>673.55</b>
	<b>Employee + Family</b>	<b>1,465.82</b>	<b>515.01</b>	<b>950.81</b>



## 9 EXTRA-CURRICULAR SALARY SCHEDULE

### 2017 - 2018 Extra-Curricular Salary Schedule

STEP	COL 1	COL 2	COL 3	COL 4	COL 5	COL 6	COL 7
1	859	998	1393	1625	1904	2227	2879
2	894	1037	1449	1689	1979	2319	2994
3	926	1077	1502	1754	2055	2406	3109
4	962	1118	1560	1819	2132	2497	3224
5	997	1156	1615	1883	2207	2585	3339
6	1030	1197	1672	1950	2284	2674	3455
7	1066	1240	1727	2015	2360	2763	3569
8	1098	1279	1783	2082	2437	2854	3685

**NOTE:**

1. Head coaching experience from outside the school district will be accepted for head coaching in the same sport.
2. Coaching at the college level will count for experience concerning placement as a head coach.
3. Head coaching and assistant coaching experience from outside the school district will be accepted for assistant coaching in the same sport.
4. Coaching experience in one sport does not qualify as experience in a different sport.
5. Only high school or college coaching experience will be counted for placement in a high school position.
6. When moving from one column to another (as in assistant coaching to head coaching), the individual begins over at the top of the new column.

<p><b>Column 1</b>                  Summer Band Leader                  Marching Band Leader                  8th Grade Volleyball Coach                  8th Grade Track Coach                  Golf Coach                  Middle School X-Country Coach                  INEL Scholastic Advisor                  Speech Advisor                  Debate Advisor</p> <p><b>Column 2</b>                  8th Grade Cheerleader Advisor                  8th Grade Girls Basketball Coach                  8th Grade Boys Basketball Coach                  8th Grade Wrestling Coach                  9th Grade Wrestling Coach                  9th Grade Football Coach                  Assistant Track Coach                  Journalism Advisor                  Yearbook Advisor                  Assistant Cross-Country Coach                  Assistant Drill Team Advisor</p>
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<p><b>Column 3</b>                  9th Grade Girls - Basketball Coach                  9th Grade Boys - Basketball Coach                  High School Cheerleader Advisor                  Pep Band Leader                  Swing Choir/Madrigals Leader                  Assistant Baseball Coach                  Assistant Softball Coach                  Rodeo Advisor                  Academic Decathlon Advisor                  Musical Production - Musical Director                  Tennis Coach                  Drill Team Advisor                  Orchestra Leader</p> <p><b>Column 4</b>                  None</p>
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<p><b>Column 5</b>                  Assistant Football Coach                  Assistant Boys Basketball Coach                  Assistant Volleyball Coach                  Assistant Girls Basketball Coach                  Assistant Wrestling Coach                  Track Coach                  Baseball Coach                  Softball Coach                  Cross-Country Coach                  Girls - Soccer Coach                  Boys - Soccer Coach                  Weight Training Coach</p> <p><b>Column 6</b>                  Drama Advisor</p> <p><b>Column 7</b>                  Head Boys Basketball Coach                  Head Football Coach                  Head Girls Basketball Coach                  Head Volleyball Coach                  Head Wrestling Coach</p>
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## 10 TEACHING CONDITIONS

1. School Year: Teachers shall be contracted for 190 days. Six (6) of those days shall include the following paid holidays: Labor Day, Thanksgiving, Christmas, New Year's Day, Memorial Day, Civil Rights Day
2. Two (2) of the teacher contract days shall be prior to students arriving at school.
3. Contract Time: Teachers shall be in their respective buildings thirty (30) minutes prior to the start of their school day and thirty (30) minutes after the dismissal of students each day. On Early Dismissal Fridays teachers shall remain at school until the Monday – Thursday contracted time.
4. Teachers may leave school shortly after their students on the school day preceding the following holidays: Labor Day, Thanksgiving, Christmas, Civil Rights Day, Presidents Day, Spring Break and Memorial Day.
5. Substitute Teachers: A regular teacher who has need for a substitute shall, when such need is evident, notify the principal (or designee) who will employ the substitute. Whenever a teacher is absent, the teacher must complete and provide detailed written instructions.
6. Supervision of Students and Buildings:
  - 6.1. Without assignment, teachers shall be active and positive in their supervision responsibilities, offering leadership and direction.
  - 6.2. Teachers' supervisory duties shall include hallways, playgrounds, lunchroom, bus loading, parties, dances, etc.
  - 6.3. Under no circumstances shall students be left unsupervised in school buildings, on the playground, or at any school sponsored activity. This pertains to all district buildings.
7. Assignments: Teachers shall accept reasonable assignments for special responsibility in the buildings or at activities as the principal may determine.
8. Schooled children of teachers under contract with the Sugar Salem School District shall be defined as resident students.
9. Preparation Time: Preparation time shall be set aside exclusively for teachers use and shall not be used for faculty meetings, IEP meetings or in-service programs.
  - 9.1. Secondary: Teachers at the high school and junior high school shall have a preparation period each day during which they will not be assigned to any other duties except for emergencies or unusual scheduling problems. (See Article IV 4-7) This preparation time shall be equal to a daily class period in length and be within the normal student day. This preparation time shall be in addition to the teacher's lunch period.
  - 9.2. Elementary: An actual 180 minutes per week of specialist provided (PE, Music, Library) preparation time shall be provided to each full time elementary teacher (Pre K-6). An actual 90 minutes per week of specialist provided preparation time shall be provided to each Kindergarten teacher contracted for half day. This preparation time shall be in addition to the recess and lunch periods. When specialists are absent due to illness/personal leave/practices for special events, etc., substitutes shall be hired to cover their responsibilities.

## 11 GRIEVANCE

### 1. Definitions:

- 1.1. Grievance: A claim based upon an employee's belief that there has been a violation, a misinterpretation, or a misapplication of the law, state regulation having the affect of law, a written contract, board policy, district procedure/practice, or administrative directive or unfair treatment.
- 1.2. Grievant: Any employee who asserts a grievance.
- 1.3. Statement of Grievance: A written statement filed by the district which includes the following:
  - 1.3.1. Specific dates and persons involved.
  - 1.3.2. A synopsis of the facts giving rise to the violation or misinterpretation.
  - 1.3.3. A statement of requested relief.
  - 1.3.4. Statement defining previous attempts at resolution of the grievance and results of such attempts.
  - 1.3.5. Signature of the grievant and date of submission.
- 1.4. Party of Interest: Any employee who may be required to take action, or against whom action might be taken, in resolution of the grievance.
- 1.5. Day: Any day school is in session. If the grievance extends beyond the regular school year a day means any day, Monday through Friday, exclusive of holidays.

### 2. Grievance Procedure

- 2.1. The District will maintain a complete written record of each complaint, the manner in which it was investigated, and the manner in which it was resolved. Such records will be maintained pursuant to the District's record retention policy unless circumstances dictate that the file should be retained for a longer period of time. Written records, to the extent appropriate, will be maintained in a confidential manner in any affected employee's personnel file.
- 2.2. The District will endeavor to respond to and resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably within the specified number of days stipulated at each level.
- 2.3. The right of a person to prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies, and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.
- 2.4. The grievant may request a representative of the Association to be present at all proceedings required to process the grievance after the statement of grievance has been filed.
- 2.5. When administration schedules grievance hearings during regular school hours, the grievant and representative of the association shall be released from their regular assignment without loss of pay or payroll benefits.
- 2.6. In all cases where a statement of grievance has been filed with the district, the district shall forward the Association President and/or designee a copy of the statement of grievance within five (5) days after receiving it.
- 2.7. The district shall notify the Association President and/or designee of all resolutions or dispositions of grievances filed with the district.
- 2.8. For grievances where the association is not a party to the proceedings at the request of a grievant, the Association retains the right to file a grievance on the same issue at level three.
- 2.9. Level 1: Informal
  - 2.9.1. A staff member with a complaint is encouraged to first discuss it with the teacher, counselor, or building administrator involved, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be discussed with the first line administrator that is not involved in the alleged harassment.
  - 2.9.2. If the complaint is not solved satisfactorily the grievant shall present the grievance, orally or in writing, to his or her administrator within ten (10) days, with the objective of resolving the matter informally. This shall be done when he or she is not responsible for student supervision.
  - 2.9.3. The administrator shall give his or her answer orally or in writing within ten (10) days.

## 2.10. Level 2:

2.10.1. If the complaint is not resolved at Level 1, the grievant may file a written grievance. The Level 2 written grievance must be filed with the principal within ten (10) days of the event or incident, or from the date the grievant could reasonably become aware of such occurrence.

2.10.2. If the complaint alleges a violation of Board policy or procedure, the principal shall investigate and attempt to resolve the complaint. If either party is not satisfied with the principal's decision, the grievance may be advanced to Level 3 by requesting in writing that the Superintendent review the principal's decision. This request must be submitted to the Superintendent within ten (10) days of the principal's decision.

## 2.11. Level 3:

2.11.1. Upon receipt of the request for review, the Superintendent shall schedule a meeting between the parties and the principal. The parties shall be afforded the opportunity to either dispute or concur with the principal's report. The Superintendent shall have fifteen (15) days in which to provide a written decision, together with the reasons for such decision, to the grievant.

## 2.12. Level 4:

2.12.1. If either party is not satisfied with the decision of the Superintendent, the Board is the next avenue for appeal. A written appeal must be submitted to the Board within fifteen (15) days of receiving the Superintendent's decision. The Board is the policy-making body of the school, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Superintendent to the Board bears the burden of proving a failure to follow Board policy.

2.12.2. Upon receipt of a written appeal of the decision of the Superintendent, and assuming the individual alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting.

## 2.13. Level 5:

2.13.1. If the decision of the Board is unsatisfactory the grievant may make an appeal to the Association within fifteen (15) days. Within ten (10) days the Association shall arrange for a hearing with the grievant and a hearing committee appointed by the Executive Board of the Association of no less than three members. Within ten (10) days of conclusion of the hearing, the president of the Association shall provide a written decision to the grievant and the district as to whether or not the grievance shall be referred for arbitration.

2.13.2. Within ten (10) days of its decision that the complaint should continue to arbitration, a representative of the Association shall meet with the Superintendent for the purpose of selecting a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain a commitment within the ten day period, a request for a list of five arbitrators shall be made to the Federal Mediation and Conciliation Service. Each party shall strike two names. The remaining name on the list shall serve as arbitrator.

2.14. During arbitration neither party shall be permitted to submit any issues which were not submitted previously during the grievance process.

2.15. The arbitrator will set the proceedings for the arbitration process. He or she will submit findings in writing to the grievant and the Board. He or she shall have no power or authority to enforce his or her suggestions. The Board will consider all suggestions made by the arbiter but will no be under no obligation to accept or utilize any such suggestions.

2.16. The decision by the Board shall be final and binding.

2.17. The costs of the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, if any, and the cost of the hearing room, will be borne equally by the District and the Association. All other expenses will be borne by the party incurring the expense.

## 3. Supplemental Provisions:

- 3.1. No reprisals of any kind will be taken by the Board or any member of administration against any party in interest, any association representative, any member of the grievance committee, or any other participant in the grievance procedure by reason of such participation.
- 3.2. The failure of a grievant to proceed from one level of the procedure to the next within the time limits as set forth herein shall be deemed to be an acceptance of the decision previously rendered and concerning the particular grievance.
- 3.3. The failure of an administrator to communicate his/her decision to the grievant within the specified time limit shall permit the party to proceed to the next level in the grievance procedure.
- 3.4. Any party in interest agrees to furnish all parties in interest the information necessary to process any grievance.
- 3.5. All documents shall be filed in the personnel file of the grievant and the aggrieved.
- 3.6. Utilization of the grievance procedure is not intended to deprive an individual of seeking redress through the court system, should they so desire.
- 3.7. The provisions of the Uniform Arbitration Act (Chapter 9, Title 7, Idaho code) apply to this agreement.

## **12 INSERVICE**

1. Authorization: Commencing the first Friday of each school year, school will be dismissed early for the purpose of inservice meetings, improvement of instruction, and other authorized personnel activities.
2. In addition to Friday afternoons, four (4) days during the year will be set aside as inservice days for instructional and pupil personnel staff.
3. Mandatory Attendance: Teachers shall be required to participate in these programs unless excused by the administration. Teachers are asked to stay to the end of District inservice meetings (which could occasionally go beyond their regular dismissal time) unless prior arrangements have been made with the administration.
4. Conflicting Activities: No conflicting school activities or practices with the exception of regularly scheduled competition shall be held.

## **13 LEAVES**

1. Sick Leave: Each full time certificated employee shall receive ten (10) sick leave days per full year of employment. Part time employees, or those who work full time for a portion of the year, will receive sick leave days on a prorated basis. Unlimited unused sick leave shall be accumulated as long as the employee remains continuously in the service of the District. Sick leave may be used for maternity leave for the employee or for the illness, accident, or death of the employee's spouse, children, or parents. A doctor's verification of illness may be required for any sick leave claims. Unused sick leave will be transferred to/from other districts in Idaho according to Idaho Code and severance allowance will be in accordance with Idaho Code.
2. Sick Leave Bank:
  - 2.1. The purpose of the sick leave bank is to alleviate the hardship caused by extended illness or injury to the employee beyond the employee's accumulated sick leave days.
  - 2.2. Each employee of the District, who is hired in a certificated position and covered by this contract, may participate in the sick leave bank. Additionally, any certificated administrator or classified supervisor may participate in the sick leave bank. To join, each employee shall contribute two (2) days of his/her earned sick leave days to the sick leave bank. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating professional employees upon recommendation of the Sick Leave Bank Committee.

- 2.3. Employees must join within thirty (30) calendar days following the renewal or commencement of their contract.
- 2.4. The employee must join before being diagnosed with any illness for which he/she will request leave.
- 2.5. In order for an employee to be eligible to apply for sick leave benefits from the Sick Leave Bank, the employee must first be a contributor to the bank and have been absent from work due to incapacitation from illness or accident for all of his/her accumulated sick and personal leave days and been absent five (5) additional days without pay.
- 2.6. The employee must apply for benefits within thirty (30) days after the first day he/she would be eligible for benefits. (including loss of all sick leave and personal days and forfeiting 5 days salary.)
- 2.7. Sick Leave Bank benefits may be granted only to Sick Leave Bank members and not for illness of any other person including family.
- 2.8. Benefits may not be granted for causes incident to childbirth unless such birth has complications which result in the inability of the mother to return to work. Benefits will not be granted for routine Caesarean births.
- 2.9. Twenty (20) will be the maximum number of sick leave bank days granted in any school year per individual. In no case may an employee receive more days than the remaining number of days he/she is scheduled to work under his/her current contract. Twenty (20) additional days may be granted for extenuating circumstances, if approved by the Sick Leave Bank Committee. Employees receiving workman's compensation will not be eligible to draw from the sick leave bank. In no case will the granting of leave cause an employee to receive more than their annual salary for that year.
- 2.10. Failure to disclose any information pertinent to the award of sick leave days will be grounds for possible ejection from the Sick Leave Bank and/or repayment of all Sick Leave Bank days used.
- 2.11. Following the use of any days from the Sick Leave Bank, the employee will be required to repay the bank at the rate of three (3) day per year until the individual repays the days in full or leaves the district.
- 2.12. If a teacher should resign or retire, the sick leave days donated to the sick leave bank remain in the bank and are forfeited by the teacher.
- 2.13. Bank grants to individual employees will not be carried over from one (1) fiscal year to another, and all such grants will end at the termination of the school year. Members who wish to continue the use of Sick Leave Bank benefits for the same illness may reapply at the commencement of the next year.
- 2.14. Application for use of the bank shall be submitted to the Sick Leave Bank Committee for its recommendation. If the committee deems it necessary, proof of illness may be required at the time of application. The committee may request an updated physician's verification of illness before an extension is granted. With approval of the Superintendent, the Committee may request a second opinion from another physician to be paid by the employee.
- 2.15. The Committee shall review the request and determine the eligibility of the employee. The Committee shall operate within established guidelines, and after a complete review, the committee shall make a final decision.
- 2.16. The Sick Leave Bank Committee shall have the authority to recommend such guidelines as it deems necessary to implement this program. Guidelines shall be subject to approval by the Board of Trustees and the Sugar Salem Education Association through the negotiations process.
- 2.17. The Sick Leave Bank Committee shall consist of five (5) contributing members serving a two year term. At the conclusion of the second year of service, the Sick Leave Bank Committee shall nominate and vote on a successor to serve the following term. The Committee will strive to exhaust the membership roll before any committee member is appointed to serve a second term.
- 2.18. The Committee shall be responsible for reporting to the District's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the bank and all other information necessary for the employees' records. The Sick Leave Bank

Committee shall compile an annual report on the current status of the bank. The report shall be distributed to each enrollee within ten (10) days of the commencement of the following school year. Other reports may be distributed as necessary at any time. The status report shall include members, days donated, days used, and days remaining in the bank.

- 2.19. In order to conduct business a majority of the members of the Sick Leave Bank Committee must be present.
  - 2.20. The district secretary shall be responsible for keeping accurate Sick Leave Bank records including members, date of enrollment, date of unenrollment, days donated, days used, and days remaining in the Sick Leave Bank.
  - 2.21. In the event that the number of available days in the sick leave bank fall below 50, each member will be assessed one (1) additional day to maintain membership in the Sick Leave Bank. This assessment will occur as needed only once per year. If the number of bank days falls below 50 more than once per year, members will not be assessed another until the following year.
  - 2.22. In the event that there are less than 40 sick leave days donated at the inception of the Sick Leave Bank, the bank shall not commence and the days shall be returned to those who have donated. Although the Sick Leave Bank will not operate during that current school year, an effort will be made at the commencement of the following school year to again operate the Sick Leave Bank.
3. Bereavement and Serious Illness Leave: For the death, or life threatening illness, of an employee's immediate family members, or his/her spouse's immediate family members, the teacher will be granted three (3) days leave per contract year without deduction. If all contracted bereavement leave has been used, an employee will be permitted to use up to two sick leave days during any one contract year.
  4. Funeral Leave: Leave may also be granted, with pay, for participation on the program of a funeral. It is understood that this privilege should not be abused, that clearance be obtained from the building principal as far in advance as possible, and that groups of teachers not be excused for such purpose except in case of school related funerals. A teacher shall be excused to attend the funeral services of any student in his/her classes. For funerals other than defined above, the teacher shall be allowed one (1) day per school year without salary deduction to attend a funeral.
  5. Personal Leave: A teacher shall be allowed three (3) days of personal leave each year with no deduction in salary. Personal leave may be accumulated to eight (8) days. At the conclusion of each school year, a teacher shall be allowed to (a) carry over unused personal leave to the next year, with the maximum accumulation of eight (8) days and (b) be reimbursed by the school district at the certificated substitute rate of pay for unused personal leave days beyond the eight (8) accumulated that would otherwise be lost by the employee. The employee should receive this amount no later than the July paycheck. Personal leave should not be taken on the day immediately preceding or the day following a holiday except by previous permission of the building principal.
  6. Emergency Leave: In the event of an emergency, a certified employee shall be allowed three (3) days of emergency leave with substitute pay deduction only, whether or not a substitute is hired. If a substitute is not hired, deduction will be calculated at the non-certified substitute rate of pay. All personal leave must be exhausted before emergency leave may be used. An emergency shall be defined as a serious, unexpected occurrence which requires the certified employee to be absent from work.
  7. Professional Leave:
    - 7.1. Visiting Other Schools: Each teacher may, with the authorization of the principal, spend two (2) days during each school year visiting other schools for the purpose of professional growth and stimulation.
    - 7.2. Workshops and Conventions: Teachers may, with the authorization of the principal, or superintendent, attend special workshops, conventions, and/or training that may enhance instruction or coaching. The District shall employ a substitute teacher, provide transportation and pay actual expense of lodging. Per diem rates will follow board policy. Group travel is recommended when possible.

- 7.3. Members of the SSEA leadership team may use professional leave to attend Delegate Assembly each year.
8. Official Leave of Absence:
  - 8.1. In the event it becomes necessary for certificated staff members to obtain additional time off from classroom duties, a leave of absence without pay may be granted to continuing contract staff for not more than one (1) school year. Where possible, the application for a leave of absence should be submitted to the Superintendent by April 1 of the year prior to the leave of absence.
  - 8.2. After a leave of absence, the Board of Trustees will reemploy the staff member, if the member so desires. The teacher desiring reemployment must notify the Board by April 1 to receive consideration for employment for the coming school year.
  - 8.3. A leave of absence without pay, at a reduction equivalent to the teacher's regular daily rate of pay, may be granted by the school district.
9. Sabbatical Leave:
  - 9.1. It is the desire of the professional organization and the Board to provide a quality education for all students in the School District. To help encourage the teaching staff toward improvement of techniques and the acquisition of new knowledge, the District may provide one (1) year of sabbatical leave without pay for certificated staff to study or travel after completion of six (6) years of teaching in the School District.
  - 9.2. Application for sabbatical leave must be submitted to the Superintendent on or before April 1 of the year prior to the leave and is subject to approval by the Board. The teacher must notify the Board by April 1 to resume employment for the ensuing year. The teacher will be reinstated in the position that was vacated at the time leave was granted if he/she so desires.
10. Jury Duty Leave: When a certificated employee is summoned for jury duty, the employee will be excused from District service without penalty. The District shall employ a substitute teacher at District expense. The employee will keep the per diem stipend given by the court for travel and expenses. If the certificated employee is released from duty in a local court before noon, they shall return to work.
11. Maternity Leave: Employees are granted up to six (6) weeks of leave without pay at the birth or adoption of a child. Employees who are granted this leave are guaranteed a job upon return but are not guaranteed the same position.

## **14 CERTIFICATED STAFF EVALUATION**

Parent, patron, or staff comments must be in writing, substantiated and validated before placing in the personnel file or referenced on the official certificated staff evaluation.

## **15 DISTRICT CALENDAR**

The Superintendent of Schools will form a calendar committee consisting of representatives from classified, certificated, administrative staff, and patrons. Efforts will be made to have representation from each school. The Calendar Committee will recommend to the superintendent, who will recommend to the board, a calendar on or before the December board meeting of the year prior to the calendar year in question.



## 16 EFFECT OF AGREEMENT

1. Duration: The provisions of this agreement will be in effect from July 1, 2017 to June 30, 2018.
2. Changes in Agreement: During its term, this agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this agreement.

## 17 SIGNATURES

This agreement signed this 6-2-17, and shall be binding upon the parties.

In Witness Whereof:

  
\_\_\_\_\_  
Sugar Salem Education Association Representative

6/2/17  
Date

  
\_\_\_\_\_  
Sugar Salem School District Board of Trustees Representative

6-7-17  
Date