



**2016-2017
NEGOTIATED
AGREEMENT**

And Procedural Agreement

SODA SPRINGS JT. SCHOOL DISTRICT #150

05/04/2016

**SODA SPRINGS EDUCATION ASSOCIATION
NEGOTIATED AGREEMENT AND PROCEDURAL AGREEMENT 2016-2017**

TABLE OF CONTENTS

Article		Pages
	Procedural Agreement	1
I	Leaves	2-5
	A – Sick Leave	2
	B – Personal Leave	2-4
	C – Conference Leave	4
	D – Emergency Leave	4
	Extended Leave of Absence	4-5
	A – Child Rearing	5
	B – Caring for Sick Member	5
	C – Personal Illness	5
	D – Professional Study	5
II	Sick Leave Bank	5-6
III	Sick Leave Bank Guidelines	6-8
	A – Purpose	6
	B – Policies	6-7
	Application for Additional Sick Leave from Sick Bank	15-16
IV	Certified Employees Cafeteria Plan	8-11
	4.0 – Definition	8
	4.1 – Purpose	8
	4.2 – Identification Information	8
	4.3 – Eligibility	9
	4.4 – Benefits	9-10
	4.5 – Miscellaneous Provisions	10
	4.6 – Medical, Dental, Vision, and Life Insurance	10
V	Salary Schedule	11-14
	5.1 – Salary – Career Ladder	11
	5.2 – Certified Staff (Less Than Full Time)	12
	5.3 – Dual-Enrollment	12
VI	Compensation for Extra Duties	12

VII	Savings Clause	13
VIII	Duration	13
IX	Acceptance	14

PROCEDURAL AGREEMENT

This Agreement entered into by the Board of Trustees of Joint School District Number 150, Caribou and Bonneville Counties, (hereinafter referred to as The Board) and the Soda Springs Education Association (hereinafter referred to as the Association), pursuant to the laws of the State of Idaho, for the mutual benefit of both parties, the a forenamed parties agree to as follows:

1. Bargaining Unit: The Board will recognize the Association as the exclusive bargaining representative of all certificated educators if the association proves 50% +1 representation.
2. Negotiations: The Board and the Association agree to meet and negotiate in good faith those items that pertain to salary and benefits.
3. Sessions: Negotiating sessions will be held in public meeting in accordance to public meeting statute and will be held on a regular basis at times and places mutually agreed by the Board and the Association.
4. Teams: Each negotiating team will consist of no more than two (2) persons at one time. All participants have the right to utilize the services of consultants during the negotiations. Such consultants not to exceed four (4) in number.
5. Signed Agreement: Proposals, which are tentatively agreed to, shall be signed by the Chief Negotiator for both negotiating teams.
6. Ratification: Joint ratification of all final offers of settlement shall be made in open meeting. Each party must provide written evidence confirming to the other that majority ratification has occurred.

ARTICLE I

LEAVES

A. SICK LEAVE

1. Number of Days – Sick leave shall be granted to each teacher at the rate of thirteen (13) days per school year, accumulating without limit.
2. Basis of Sick Leave:
 - a. Illness of teacher
 - b. Illness of members of family living in the same household and dependent upon the employee.
 - c. Bereavement
 - d. Up to five (5) days of sick leave shall be granted to the employee to care for members of the immediate family not living in the same household or directly dependent upon the employee. These days will be counted from basic sick leave.

B. PERSONAL LEAVE

Teachers with less than 13 years experience in the district. Personal leave shall be granted at the rate of four days per year for any reason. Personal leave days #3 and #4 require that the teacher pay for the substitute at the substitute rate of pay per day. Teachers not using days #1 and #2 will receive substitute pay at the end of the school year for those unused day(s). If a teacher uses day #1 and not day #2, that teacher will receive the substitute pay for only day #2.

Leave days must be taken in the numerical order: day #1, day #2, day #3, and day #4.

Teachers with 13 to 17 years experience in the district. (See note in the preceding section that refers to years of experience.) Teachers in this category of experience will receive the same four days of personal leave as those with less than 13 years of experience and will be reimbursed for one and/or two days in the same manner as a teacher with less than 13 years experience.

Teachers in this category will be granted one additional personal leave day, which may not be taken on a “student contact day,” parent-teacher conference day, or on the first day of school. Should this

leave day not be used, it will not be subject to reimbursement by School District #150. Years of experience for this day will be determined by actual years in the district.

Leave days #1 - #4 must be taken in numerical order. However, the non-student day may be taken any day other than a “student contact day,” parent-teacher conference day, or on the first day of school.

Teachers with 18 or more years experience in the district. Teachers in this category of experience will receive one additional personal leave day that may be taken on a “student contact day.” This one additional personal leave day is not subject to reimbursement from School District #150 if it is not used.

The additional day of leave for a “student contact day” will be considered day #3 of leave and is to be taken in order after days #1 and #2. Leave days requiring the teacher to pay for the substitute will be considered days #4 and #5.

Teachers in the 18 or more years of experience category are also entitled to the one “non-student contact day” of leave that teachers with 13-17 years of experience have and are subject to the same guidelines.

Leave days #1 - #5 must be taken in numerical order. However, the non-student day may be taken any day other than a “student contact day,” parent-teacher conference day, or on the first day of school.

PERSONAL LEAVE CHART SODA SPRINGS SCHOOL DISTRICT #150			
<i>Personal Leave Days</i>	<i>0-12 Years of Experience</i>	<i>13-17 Years of Experience</i>	<i>18+ Years of Experience</i>
Day 1	No Restrictions	No Restrictions	No Restrictions
Day 2	No Restrictions	No Restrictions	No Restrictions
Day 3	Pay for Substitute	Pay for Substitute	No Restrictions
Day 4	Pay for Substitute	Pay for Substitute	Pay for Substitute
Day 5	Not Eligible	Non-Student Day	Pay for Substitute
Day 6	Not Eligible	Not Eligible	Non-Student Day

A teacher may choose to carry forward one, student contact, personal leave day (Day #1 or Day #2) in lieu of receiving the reimbursement of the current substitute wage. Furthermore, no teacher would be allowed to accumulate more than this one extra personal leave day per year. Years of experience for this day will be determined by actual years in the district.

C. CONFERENCE LEAVE

Leave shall be granted and expenses paid for educational conference at the discretion of the Superintendent of Schools.

D. EMERGENCY/OTHER LEAVE

Emergency leave shall be granted with prior approval of the Superintendent with the teacher paying for the cost equivalent to one day of teaching contract. Emergency leave must be applied for and approved in writing.

EXTENDED LEAVE OF ABSENCE

Leaves of absence listed below shall be granted, but they must:

- (a) Be applied for in writing.
- (b) Be granted in writing.
- (c) Provide for no loss in accumulated benefits.
- (d) Provided for written guarantee that upon return from leave a teacher shall be assigned to the same position if available, or if not, to at least an equivalent position.
- (e) Allow teachers to participate in group insurance while on leave with teacher paying the premiums.
- (f) Be granted only to teachers who have completed at least three (3) continuous years of service in the Soda Springs Schools.

A. CHILD REARING

Teachers shall be granted a leave for child rearing purposes of up to one (1) year without pay or increment. This includes both adoption and birth.

B. CARING FOR SICK MEMBER

A leave of absence of up to one (1) year, without pay or increment, will be granted for the purpose of caring for a sick member of the teacher's immediate family and such leave may be extended for one (1) year.

C. PERSONAL ILLNESS

Any teacher whose personal illness extends beyond accumulated sick leave shall be granted a leave of absence of up to one (1) year without pay or increment. Request for such leave may be accompanied by a statement from a regularly licensed physician that such a leave is necessary.

D. PROFESSIONAL STUDY

Teachers shall be granted upon request leaves of up to one (1) year without pay or increment for professional study.

ARTICLE II

SICK LEAVE BANK

Each certificated employee of the District may participate in the Sick Leave Bank. To participate, each employee shall contribute a prescribed number of his earned sick leave days as determined by the Sick Leave Bank Committee. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating certificated employees upon recommendation of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring illness extending beyond the employee's accumulated sick leave.

Application for use of the Bank shall be submitted to the Sick Leave Bank Committee for their recommendation. The Committee shall review the request and determine the eligibility of the

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

The committee shall have the authority to establish guidelines, as it deems necessary to implement this program. Guidelines shall have the approval of the Soda Springs Education Association and the Board of Trustees. After a complete review of the application, the Committee shall have authority to make final decisions within guidelines, as to disposition of the case.

The Sick Leave Bank Committee shall consist of two (2) members appointed by the Association and two (2) members appointed by the District. The Committee shall develop and distribute rules and procedures for the orderly administration of the Bank. The Committee shall also be responsible for reporting to the District Business Office the names of the contributors and numbers of days contributed. The Committee shall be responsible for reporting all days granted to any certificated employee by the Sick Leave Bank and all other information necessary to maintain an adequate accounting of the operation. For application see appendices (a) page 15.

ARTICLE III

SICK LEAVE BANK GUIDELINES

The guidelines set forth the criteria and conditions relative to the Districts Sick Leave Bank.

A. PURPOSE

The purpose of the Sick Leave Bank will be to make available to each participating professional employee to a fund of sick leave days to assist in alleviating the hardship caused by absence from work necessitated by extended or recurring illness extending beyond the employee's accumulated sick leave.

B. POLICIES

1. Each participant must authorize the district to contribute two days of earned sick leave to the Bank during its first year of operation. Sick leave days thus contributed will be deducted from the employee's sick leave entitlement. Each subsequent year the Sick Leave Bank Committee shall determine the number of sick leave days each participant must contribute to maintain Bank

membership and to keep the bank operational. Employees who enter the Bank after the first year of its operation will donate two days as an initial contribution.

2. Enrollment for subsequent years must be made by October 1 of each school year.
3. Application for use of the Bank shall be submitted to the Sick Leave Bank Committee on the application form available from each building principal. The Committee will review the request and determine the eligibility for benefits of the applicant. The Committee may require proof of illness at the time of the application and from time to time after a grant has been authorized.
4. To be eligible to apply for sick leave benefits, the applicant must:
 - A. Be a Bank contributor
 - B. Have used all of his accumulated sick leave benefits by being absent from work due to illness or accident.
 - C. Have been absent due to sickness or accident for two (2) days beyond his accumulated sick leave where the employee has been deducted full salary.
 - D. Sick Leave Bank shall not be used for maternity leave.
5. The number of sick leave days granted may not exceed the number of days absent from work due to illness or accident. Grants made to members will not be carried over from one school year to another. All such leave days granted by the Bank will be returned at the end of the year. No member shall be granted more than a total of thirty (30) days from the Bank on any application.
6. The Sick Leave Bank Committee shall be composed of two (2) members chosen by the School Board plus two (2) members chosen by the Soda Springs Education Association. The S.S.E.A. members will hold membership in the Sick Leave Bank. Appointment of the committee members will be made each year.
7. A certified employee who has accumulated sick leave days may, at their option, donate up to five (5) of those days to the Sick Leave Bank when they leave the employment of the District.

ARTICLE IV

CERTIFIED EMPLOYEES CAFETERIA PLAN

4.0 DEFINITION

School District #150, hereinafter referred to as the “District,” hereby adopts and established the following Cafeteria Plan pursuant to the contract negotiations with the Soda Springs Education Association, to enable its certificated employees to choose among several taxable and nontaxable benefits.

4.01 The District will contribute \$712.20 per month (\$8,546.40 per year) per certified employee to the Cafeteria Plan from which each certified employee will be eligible to select insurance coverage. If the cost of the insurance coverage selected by a certified employee does not total \$8,546.40 per year, any excess over the cost of the selected coverage will be paid to that employee on a prorated monthly basis. (Any employee that chooses not to complete the school year will not be eligible for a refund of these excess monies.)

4.1 PURPOSE

The purpose of this Cafeteria Plan is to establish a plan that gives the employees a choice among one or more nontaxable benefits, which qualifies as a Cafeteria Plan under Section 125 of the Internal Revenue Code of 1954, as amended.

4.2 IDENTIFICATION INFORMATION

4.2.1 The name of the Cafeteria Plan is School District #150 Cafeteria Plan for Certified Employees.

4.2.2 The name and address of the District are:

Soda Springs Jt. School District #150
250 East 2nd South
Soda Springs, ID 83276

- 4.2.3 The employer identification number assigned by the Internal Revenue Service to the sponsor of the plan is 82-6000731.
- 4.2.4 All benefits are paid directly by the District and no other organizations or entities are used for the accumulations of assets through which benefits are provided.
- 4.2.5 The ending date of the Plan's fiscal year is August 31st.
- 4.2.6 The ending date of the District's fiscal year is June 30th.

4.3 ELIGIBILITY

- 4.3.1 Each certificated employee of the District shall be eligible to participate in the Cafeteria Plan on the date such employee is employed by and commences services with the District.

4.4 BENEFITS

- 4.4.1 The Cafeteria Plan shall have an effective date of September 1st.
- 4.4.2 The Cafeteria Plan shall offer:
 - 1. Hospital, surgical, major medical insurance.
 - 2. Dental insurance.
 - 3. Individual group life insurance.
 - 4. Vision insurance.
- 4.4.3 Each eligible employee shall be entitled to an amount (not to exceed 15% of their gross salary) of tax sheltered benefits for each calendar month in which such employee is working for the District, which sum shall be funded as provided in paragraph 4.01 above.
- 4.4.4 Each employee must select at a minimum:
 - A. Individual hospital, surgical and major medical insurance.
 - B. Dental insurance for individual.

C. Vision insurance.

D. Group life insurance.

- 4.4.5 Designation of benefits for any given fiscal year shall be made on forms to be provided by the District to the beginning of that plan year. The written form must be completed and signed by the participant and submitted to the District on or before the first day of October or, if the employee becomes eligible to participate during the Plan year, on or before the date the employee becomes eligible to participate in the Plan. Once the form is submitted and signed by the employee, the benefits designated may not be changed until the beginning of the next fiscal year unless the change is consistent with the change in family status (e.g. marriage, divorce, death of a spouse or child, birth or adoption of a child, and termination of employment of a spouse) and relates only to the remainder of the Plan year after the election is changed and advance written approval is obtained from the District.
- 4.4.6 Should the employee choose benefits whose premiums exceed the 15% limit, the employee shall authorize payroll deduction to pay the excess amount. It is understood that this amount may be subject to federal and state taxes, Social Security, and retirement withholding.
- 4.4.7 Coverage under the Cafeteria Plan shall begin on the effective date of this contract and be continuous for a period of 12 months.
- 4.4.8 Any change in insurance carriers shall be mutually agreed to by the Board of Trustees and Representative Organization with recommendation from the Insurance Committee.

4.5 MISCELLANEOUS PROVISIONS

- 4.5.1 Modification of the Cafeteria Plan shall be subject to the negotiation process.

4.6 MEDICAL, DENTAL, VISION, AND LIFE INSURANCE

The Board of Trustees and SSEA Representatives, with recommendation from the Insurance Committee, opts to select the preceding Cafeteria Plan for the 2016-2017 school year.

5.2 CERTIFICATED STAFF (LESS THAN FULL TIME)

All certificated staff members hired on at least half time basis but less than a full time basis will be eligible for those benefits available to full time personnel on a pro-rated basis. The District will pay the same percentage of premium that corresponds to the individual's workday.

(Example: Half time contract = Half of District paid benefits) The employee will be responsible for the remaining portion. Any employee working less than full time on or before August 26, 1997 will receive FULL District paid benefits so long as they remain on less than full time status.

5.3 DUAL-ENROLLMENT

Should a teacher agree to teach a class for which college credit is given to students of School District #150 and the university, from which credit is granted provides compensation for the teaching of that class, the employee shall not receive less in total compensation than the amount stated on their current contract with School District #150. Should compensation above the salary contracted with School District #150 be warranted, School District #150 agrees to negotiate in good faith, individually with the teacher for that additional compensation.

ARTICLE VI

COMPENSATIONS FOR EXTRA DUTIES

1. Compensation for Duties: Duties assigned beyond the regular school day shall be compensated at a rate of \$20.00 per event.
2. Compensation for Extra Duties: Those duties required by a supervisor that do not involve direct classroom involvement or parent contact are extra assigned duties. These will be compensated at a rate of \$20.00 per event. An example of a compensated duty would be chaperoning a dance or performing crowd control at a ball game. Parent/teacher conferences are not extra duties. All compensations are subject to prior approval.

ARTICLE VII

SAVINGS CLAUSE

All items in this Agreement are presumed to be legal and valid. If any specific items of 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.

ARTICLE VII

DURATION

- A. The provision of this Agreement shall become effective July 1st, 2016 and will continue and remain in full force and effect until June 30th, 2017.

ARTICLE IX

ACCEPTANCE

This Agreement was approved by the Board of Trustees and by the Soda Springs Education Association Membership for implementation as of the beginning of the 2016-2017 school year. This Agreement shall be binding on the parties hereto.

FOR THE BOARD OF TRUSTEES
SCHOOL DISTRICT #150

BOARD CHAIR

FOR THE SODA SPRINGS
EDUCATION ASSOCIATION

SSEA PRESIDENT

DATE: _____

**APPLICATION FOR ADDITIONAL SICK LEAVE
FROM SICK LEAVE BANK**

DATE _____ DATE OF SICK LEAVE BANK MEMBERSHIP _____

NAME _____ ESTIMATED NUMBER OF CONSECUTIVE DAYS
NEEDED FOR RECOVERY _____

POSITION _____

BUILDING _____ STARTING _____

SOCIAL SECURITY NO. _____

PHYSICIAN STATEMENT

Nature of Illness _____

Estimate of date that patient may return to work _____

Date

Physician's Signature

APPLICANTS STATEMENT FOR ILLNESS

I understand that if the physician deems necessary, I may apply for additional days. I also realize that if I am released by the physician earlier than expected, all unused sick leave days automatically remit back to the Sick Leave Bank. I authorize the Sick Leave Bank Committee to confer with my physician in regard to the number of days required for my recuperation.

Date

Applicant's Signature

Days granted by Sick Leave Committee

Days Used

Unused Days

NOT APPROVED

Reason _____

Sick Leave Committee Chairman

The Sick Leave Bank Committee met _____ and at that time your request for Sick Leave Bank days was approved. You are granted _____ Sick Leave Bank Days, which will cover the period of _____ through _____.

I wish you a speedy recovery.

Sincerely yours,

Sick Leave Bank Chairman