

**Jerome Joint School District No. 261
Negotiated Contract
2016 - 2017**

**Article I
Agreement**

This agreement entered into by the Board of Trustees of School District No. 261 (hereinafter referred to as the Board) and the Jerome Education Association (hereinafter referred to as the Association), is pursuant to the laws of the State of Idaho, and the fore-named parties agree to as follows:

**Article II
Grievance Procedure**

A complaint is an assertion by an employee that there has been a violation, misinterpretation, or inequitable application of district policies, regulations and procedures, existing laws, or other actions that adversely and directly affects the employee and/or his/her work.

It is the intent of this procedure that employee complaints will be identified and corrected at the earliest possible time, and at the lowest level of supervision.

Complaint processing should be viewed as a positive and constructive effort which seeks to establish the facts upon which the complaint is based and to come to a fair conclusion. Employees will not be discriminated against nor will reprisal be attempted against an employee because he/she filed a complaint.

Procedures

Complaints will be processed according to the step-by-step procedures outlined below:

1. Working Site Level 1
 - a. A complaint will be presented orally and informally to the immediate supervisor (i.e. Athletic Director, Department Head, Assistant Principal). If the complaint is not promptly resolved, it will be reduced to writing and submitted to the immediate supervisor. A copy of the complaint will also be submitted to the superintendent by the complainant.
 - b. Within five (5) work days of receiving the complaint, the immediate supervisor will render a decision, in writing, to the complainant and the person or persons originally involved in the complaint.
 - c. (If applicable) After receiving the decision at Step b, the complainant may appeal the decision, in writing, to the appropriate director, principal, or administrative assistant.
 - d. The supervisor will, within five (5) workdays of receipt of the appeal, investigate and render a decision, in writing, to the complainant, the immediate supervisor, and to the person or persons originally involved in the complaint.
2. District Level 2
 - a. After receiving the decision at Level 1, the complainant may appeal the decision, in writing, to the superintendent, or official designee.
 - b. The superintendent, or official designee, will, within ten (10) workdays of receipt of the appeal, investigate and render a decision, in writing, to the complainant, the principal, or immediate supervisor, and to the person or persons originally involved in the complaint.
3. Advisory Committee Review Level 3

- a. After receiving the decision at Level 2, the complainant may appeal the decision, in writing, to the superintendent or official designee, requesting a District Grievance Advisory Committee review. (The District Grievance Advisory Committee shall consist of four (4) district employees: 1) the superintendent, 2) one member selected by the aggrieved employee, 3) one member selected by the person the grievance is being filed against, 4) and the fourth member being selected by the original three committee members.) The superintendent will be an ex-officio non-voting member of the committee. If the superintendent is party to the original complaint, a suitable replacement will be determined by committee members.
 - b. The District Grievance Advisory Committee, will, within ten (10) workdays of selection, investigate and render a decision, in writing, to the complainant, and to the person or persons originally involved in the complaint.
4. Governing Board Level 4
- a. After receiving the decision at Level 3, the complainant or the person or persons originally involved in the complaint may appeal the decision, in writing, to the Board.
 - b. The Board will schedule the matter for a hearing within 20 workdays following receipt of the appeal.
 - c. The Board will render a decision within 10 workdays after the hearing and such decision will be deemed final.

Article III Sick Leave

- A. At the beginning of each school year, each professional employee shall be credited with ten (10) days of sick leave allowance.
- B. Professional employees employed on a part time basis or for part of a school year shall receive a prorated portion of the annual sick leave.
- C. The unused portion of such allowance shall accumulate from year to year without limit.
- D. Sick leave is to be used for absences caused by personal illness or emotional upset by accident or illness or circumstances which render the employee incapable of carrying on his/her teaching duties, including child bearing.
- E. Professional employees shall be allowed to use sick leave when such absence is due to illness of a member of the individual's immediate family. The immediate family is considered to be spouse, children, father, mother, brothers, sisters, grandchildren, grandparents, or the same relatives of one's spouse.
- F. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available may be granted, upon written request, a leave of absence without pay for the duration of such illness or disability up to one year, and the leave may be renewed each year by the Board upon written request of the teacher.

Article IV Sick Leave Bank

Each full-time certificated employee of the district may participate in the Sick Leave Bank. To participate, each employee shall contribute two (2) of his/her earned sick leave days. 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 the absence from work due to illness or disability which extends beyond the employee's accumulated sick leave.

Application for use of the Bank shall be submitted to the Sick Leave Bank Committee for its recommendation. The Committee shall review the request and determine the eligibility of the employee. If the Committee deems necessary, it may require proof of illness at the time of application and from time to time after a grant has been made.

In order for a professional employee to be eligible for sick leave benefits from the Bank, the employee must first:

1. Be a contributor to the Bank; and
2. Have been absent from work due to illness or disability for:
 - a. All his/her personal accumulated sick leave days; and
 - b. All personal leave days.

A person choosing elective or cosmetic surgery will not be eligible for Sick Leave Bank benefits because the decision of when to have such surgery is the individual's choice.

To be eligible for a Sick Leave Bank grant during any school year, each eligible employee must become a Sick Leave Bank member no later than October 1, or within thirty (30) days following initial employment, as is appropriate.

If the Sick Leave Bank is exhausted during any one school year, it shall be re-established by a 30 day voluntary new contribution as established in Article IV.

The maximum number of days that may be granted to an eligible participant will be fifty (50) days per school year (September-June).

In no instance should the number of Sick Leave Bank days granted exceed the number of days absent from work due to illness or disability.

Bank grants to individual employees will not be carried over from one fiscal year to another. All such grants will terminate at the end of the school year. If a certificated employee does not use all of the days granted by the Bank, the unused sick leave days will be returned to the Bank.

The Sick Leave Bank shall be governed by a committee consisting of five (5) members appointed by the District Administration and approved by the Association. 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 Office the names of contributors and the number of days contributed. The Committee shall be responsible for reporting all days granted to any certificated employee by the Sick Leave Bank and any other information necessary to maintain an adequate accounting of the operation.

Article V Professional Leave

ASSOCIATION LEAVE (Board approved May 10, 1982)

Idaho code 33-513 governs association members' attendance at regularly scheduled official meetings of the State Education Association. The District will grant the president of the J.E.A. or the president's designee(s) fifteen (15) leave days for Association purposes with the Association paying the cost of the substitute to the District. The president of the J.E.A. shall notify the School Administration at least five (5) days prior to the use of this leave.

Article VI Personal Business Leave

Subject to approval of the building principal five, (5) days of personal leave shall be granted annually. Three (3)

of these days shall be with full pay and two (2) additional days will be allowed and the cost of a substitute will be deducted from the teacher's salary. Request for such leave shall be given as far in advance as possible with the five (5) days used in the order requested by the employee at the time of the request. At the conclusion of each year, teachers may receive one day's substitute pay for each personal leave day he/she has not used. This applies only to the three personal leave days for which the teacher is not charged. This payment for unused days will occur in June.

At the employee's option, he/she may accumulate up to ten (10) district paid personal leave days to be available in any given year. This accumulation plus the current year's personal leave may not exceed ten (10) days. The option of accumulating district paid personal leave, or being paid for, unused days must be made prior to June 1 each year.

For purposes of the selling unused personal days and for using employee paid personal days, the rate for certified staff will be \$95 per day. Any currently held personal days or personal days that roll over (by certified staff) may be sold at the \$95 per day beginning June 2016.

**Article VII
Bereavement Leave**

District Employees will be granted three (3) days of paid Bereavement Leave for each immediate family occurrence. The immediate family is considered to be spouse, children, father, mother, brothers, sisters, grandchildren, grandparents, or the same relatives of one's spouse. If additional days are needed by the employee, they must use personal or sick leave days. Bereavement Leave days will not accumulate from year to year.

**Article VIII
Jury Duty**

Any employee who is subpoenaed to appear in court as a witness or for jury duty will be granted leave of absence with pay for the time required. In such cases, the employee will receive his/her regular rate of pay from the Board and will be allowed to retain any reimbursement from their court services for miscellaneous expenses incurred.

**Article IX
Insurance**

- A. The district shall provide:
 - 1. Health Insurance – the district will provide up to \$560.90 in premium.

| <u>Rates – PPO Plan</u> | <u>**Rates – PPO Economy Plan</u> |
|---------------------------------------|-------------------------------------|
| Employee\$560.90 | Employee \$468.35 |
| Employee & spouse.....\$1,233.40 | Employee & spouse..... \$1,029.70 |
| Family.....\$1,429.50 | Family \$1,193.55 |
| Employee + 1 child.....\$863.55 | Employee + 1 child..... \$721.00 |
| Empl + 2/more children.....\$1,003.55 | Empl + 2/more children.....\$837.95 |

(**The district will offer the option to open a Health Savings Account (HSA) in conjunction with the second option for health insurance (PPO Economy) through Blue Cross of Idaho that includes a low premium with a high deductible. District will contribute \$92.55 to the HSA. The premium difference between the amount provided by the district and the HSA premium cost may be applied to other pre-tax insurance or to the HSA contribution.)

- 2. A group life insurance policy for \$50,000.00.
- 3. An Employee Assistance Plan.
- 4. Optional Dental and Vision Insurance – the employee is responsible for payment of the premium.

Dental Rates – Blue Cross PPO

| | |
|-------------------------------|----------|
| Employee | \$32.00 |
| Employee & spouse..... | \$69.25 |
| Family | \$122.80 |
| Employee + 1 child | \$61.60 |
| Employee+2/more children..... | \$91.70 |

Willamette Dental.....

| | |
|-------------------------------|----------|
| Employee | \$33.80 |
| Employee & Spouse..... | \$73.16 |
| Family | \$129.70 |
| Employee + 1 child | \$65.05 |
| Employee+2/more children..... | \$96.86 |

Vision Rates – Blue Cross VSP

| | |
|--------------------------------|---------|
| Employee..... | \$10.93 |
| Employee & spouse | \$16.81 |
| Family | \$28.81 |
| Employee + 1 child..... | \$16.81 |
| Employee+2/more children | \$28.81 |

- B. Each employee shall have access to the following payroll deductions made available by the district.
 - a. Member plus one or family health insurance;
 - b. Disability insurance;
 - c. Additional group life insurance;
 - d. Tax sheltered annuities;
 - e. Cancer insurance.
- C. Should the employee choose benefits whose premiums exceed the district's contribution, the employee shall authorize payroll deduction to pay the excess amounts either directly or by an HR 125 flexible benefit program.
- D. No individual changes in allocation of benefits or deductions may be made after the anniversary date established by the current HR 125 flexible benefit program.
- E. Carriers and plans for the employee benefit program shall be mutually determined by the district and the Association.
- F. Employees on contract during the 1993-94 school year may be entitled to the cash-in-lieu of health insurance option, at a rate of \$160 per month.

**Article X
Salary**

| Jerome School District Salary Schedule 2016-17 Instructional & Pupil Services Personnel | | | | | |
|---|-----------------|---------------|------------|--|--|
| | Education | Allocation | | | |
| | BA + 24 | \$800 | | | |
| | MA | \$1,400 | | | |
| Cohort | Salary Schedule | BA + 24 \$800 | MA \$1,400 | | |
| Res 1 / Prof 1 | \$33,400 | N/A | N/A | | |
| Res 2 / Prof 2 | \$34,320 | \$35,120 | \$35,720 | | |
| Res 3 / Prof 3 | \$35,606 | \$36,406 | \$37,006 | | |
| Professional 1 | \$37,249 | \$38,049 | \$38,649 | | |
| Professional 2 | \$38,758 | \$39,558 | \$40,158 | | |
| Professional 3 | \$39,762 | \$40,562 | \$41,162 | | |
| Professional 4 | \$41,252 | \$42,052 | \$42,652 | | |
| Professional 5 | \$42,799 | \$43,599 | \$44,199 | | |
| Professional 6 | \$44,404 | \$45,204 | \$45,804 | | |
| Professional 7 | \$46,068 | \$46,868 | \$47,468 | | |
| Professional 8 | \$47,796 | \$48,596 | \$49,196 | | |
| Professional 9 | \$49,588 | \$50,388 | \$50,988 | | |
| Professional 10 | \$51,446 | \$52,246 | \$52,846 | | |

| As per the FY 11-12 Negotiated Agreement, beginning FY 14-15, no employee may move to, or be place on, the 15th & 20th Steps | | | | | |
|--|---------------|------------|----------------------|---------------|------------|
| Grandfather Cohort A | BA + 24 \$800 | MA \$1,400 | Grandfather Cohort B | BA + 24 \$800 | MA \$1,400 |
| \$44,846 | \$45,646 | \$46,246 | \$45,291 | \$46,091 | \$46,691 |
| \$46,529 | \$47,329 | \$47,929 | \$46,994 | \$47,794 | \$48,394 |
| \$48,274 | \$49,074 | \$49,674 | \$48,753 | \$49,553 | \$50,153 |
| \$50,084 | \$50,884 | \$51,484 | \$50,585 | \$51,385 | \$51,985 |
| \$51,963 | \$52,763 | \$53,363 | \$52,477 | \$53,277 | \$53,877 |

- A. The salary schedule above shall be in effect for the 2016-17 school year only and is based on 190 contract days. Teachers will be scheduled to work 190 contract days.
- B. Non-administrative certified staff will be placed on the Jerome School District Career Ladder using the cohort placement described in Idaho Code IC33-1004B. Future movement on the Jerome School District Career Ladder will be based on the movement as outlined in Idaho Code. The educational allocations will be part of the teacher compensation as described in IC 33-1004B and as outlined in the Jerome School District Career ladder. A teacher must hold a Professional Endorsement as described in Idaho Code to receive the educational allocation.
- C. Certified Pupil Services (non-instructional) as described in Idaho Code IC33-1001 DEFINITIONS will be compensated using the same career ladder as certified instructional staff. Speech Language Pathologist and School Psychologist certified employees will receive the additional 20% above their placement on the career ladder.
- D. A committee will make a recommendation to the Board of Trustees on how the Leadership Award Compensation will be distributed. The Jerome Education Association will have representation on the committee.
- E. Compensation time or reimbursement will be given for duties that are required of teachers outside their regular scheduled days subject to the Building Principal approving all compensatory time and its scheduling. Teachers will be entitled to a 30-minute continuous lunch break.
- F. Steps 15 and 20 - FY 2011/12 Negotiated Agreement: Experience steps 15 and 20 will be grandfathered through the 2013/14 school year. Beginning with the 2014/15 school year, no employees will be moved to those steps. This places a cap on the schedule at step 14 which is in alignment with the state reimbursement schedule. Any new hire to the district will not be placed in the Grandfathered Cohorts. Experience Steps 15 and 20 will now be referred as Grandfathered Cohorts A and B respectfully. No movement will occur between Grandfathered Cohorts A and B.
- G. Extracurricular Stipend Schedule - 2016-17** - Teaching staff will be given priority for extra pay positions. When qualified teaching staff is not available, positions may be filled with non-staff members.
 - 1. If two or more teachers agree to work a position rated for a single individual and this is approved by the administration, the stipend will be split in a manner agreeable to the teachers involved.
 - 2. Guidelines listed in this agreement will manage the placement on the stipend schedule.
 - 3. The steps listed are from the BA column beginning with step one of the Schedule below. Steps for experience will be granted on the following schedule:

| | | | |
|-----------------|----------|------------------|----------|
| Year One | \$26,510 | Year Five/Six | \$29,605 |
| Year Two | \$27,504 | Year Seven/Eight | \$30,716 |
| Year Three/Four | \$28,535 | Year Nine | \$31,867 |
 - 4. Position and allowable experience will be the factors in determining the exact placement on the extracurricular stipend schedule.
 - 5. If an assistant coach moves to a head coach in the same sport, (s)he will be placed on one step less on the head coach schedule than (s)he was on the assistant schedule.
 - 6. If an assistant coach moves to head coach of another sport, entry will be at the beginning of the extracurricular stipend schedule.
 - 7. Experienced coaches entering from another district will not be placed higher than step three on the extracurricular stipend schedule. An appeal to this limit may be made to the Board of Trustees if circumstances warrant.
 - 8. The number of extracurricular positions will be determined by the Board and will not be negotiated.
 - 9. No staff holding the same position will receive a lesser amount in extracurricular stipend than received in

2015-16, due to adjustments to the Extracurricular Stipend Schedule.

- H. The district will deduct professional employee dues if the employee signs an authorization to do so (National Education Association, Idaho Education Association, Jerome Education Association). The district will, as a service to the local Association, deduct from an employee's paycheck the "Fair Share" payment of \$15.00 and remit to the state association the amount withheld.
- I. The Jerome Joint School District No. 261 Board of Trustees agrees to work toward an Idaho School District median salary and fringe benefit package in subsequent years and is committed to bringing this school district into line with state school districts of like size, regarding such benefits, as quickly as practicable and as recurring revenue sources are available. The district is anxious to work with and through existing education coalition organizations in an effort to convince state legislators of the importance of this effort. It must be recognized, too, that the welfare of classified employees, and the need for property maintained, well supplied schools is an important issue.
- J. Furthermore, in compliance with Article XI, Duration of the Negotiated Agreement, paragraph two, if windfall revenue is received by the district by actions of the state legislature, the district will agree to reopen negotiations for discussion of teachers' salaries.
- K. The district agrees to reimburse out-of-pocket expenses for costs to take exams required to become certified in the State of Idaho for all new and veteran teachers hired from out of state, such as the PRAXIS and the Idaho Literacy Exam. This would not include any cost for courses required to prepare for such exams.

Article XI

Duration

The provisions of this agreement will be effective as of July 1, 2016, and will continue and remain in full force and effect until June 30, 2017.

During its term this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. Any individual teaching contract between the Board 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 an individual teaching contract contains language or terms inconsistent with this Agreement, then this Agreement shall be controlling.

Jerome Joint School District No. 261

Jerome, Idaho

MASTER CONTRACT ADJUSTMENTS FOR 2016-17

The district will maintain the master negotiated contract as per currently written with the following exceptions:

ITEM 1: Article IX Insurance:

- a. Health Insurance – Jerome School District will continue to provide Blue Cross Health Insurance PPE for the employee, which will include the 5.8% increase in contribution rate. If an employee chooses the HSA plan, the district will contribute \$92.55 to the HSA account.

ITEM 2: Article X Salary:

- a. Updated Salary Schedule 2016-17 for Instructional & Pupil Services Personnel
- b. Steps 15 and 20 - FY 2011/12 Negotiated Agreement: Experience steps 15 and 20 will be grandfathered through the 2013/14 school year. Beginning with the 2014/15 school year, no employees will be moved to those steps. This places a cap on the schedule at step 14 which is in alignment with the state reimbursement schedule. Any new hire to the district will not be placed in the Grandfathered Cohorts. Experience Steps 15 and 20 will now be referred as Grandfathered Cohorts A and B respectfully. No movement will occur between Grandfathered Cohorts A and B.
- c. **Extracurricular Stipend Schedule - 2016-17** - No staff holding the same position will receive a lesser amount in extracurricular stipend than received in 2015-16, due to adjustments to the Extracurricular Stipend Schedule.

ITEM 3: Article XI Duration:

- a) The provisions of this agreement will be effective as of July 1, 2016, and will continue and remain in full force until June 30, 2017.

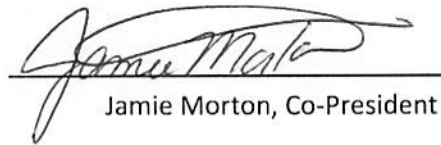
Jerome Joint School District No. 261
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Signature Page

5-24-16

Date

Jerome Education Association


Jolene Dockstader, Ed.D, Chief Negotiator
And Co-President

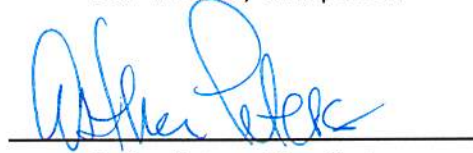

Jamie Morton, Co-President

5-25-2016

Date

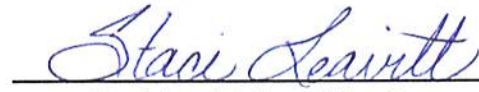
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