

MASTER NEGOTIATIONS AGREEMENT

2012-2013 School Year

between

HIGHLAND EDUCATION ASSOCIATION

and

THE BOARD OF TRUSTEES
OF
HIGHLAND JOINT SCHOOL DISTRICT #305

This agreement, having been agreed to by both the Board and the Association, is effective as of the date set forth herein.

6-11-12
Date

Don Johnston
Chairman of the Board

6-11-12
Date

Sanette Horrocks
President of the Association

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NEGOTIATIONS AGREEMENT

This Agreement entered into by the Board of Trustees of the Highland Joint School District #305 (hereinafter referred to as the Board) and the Highland 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 forenamed parties agree as follows:

1. Bargaining Unit: The Board recognizes the Association as the exclusive bargaining representative of all certified members, excluding the superintendent and principals. This recognition is based upon the Association having greater than 50% of the teaching staff designate the Association as their bargaining unit. Failure to have 50% of the teaching staff designate the Association as their bargaining unit would call for a vote for representation.
2. Negotiations: The Board and Association agree to meet and negotiate in good faith all matters relating to salaries and fringe benefits. Other areas of negotiations must be mutually discussed and agreed upon. Written items will specify the subject matter to be considered and include written proposals to be negotiated.
3. No Discrimination: The provisions of the negotiated Agreement shall apply to all employees covered by this Agreement without discrimination because of race, color, national origin, sex, or creed.
4. Exchanging Proposals: Both parties agree to meet in the spring of each year to exchange proposals. It is desired to conclude Negotiations no later than June 15 of the same year unless extension is mutually agreed upon.
5. Sessions: Negotiation sessions will be held on a regular basis at times and places mutually agreed to. Negotiations with the Board will be held in open session at designated board meetings.

6. Ratification: All items agreed to by both negotiating teams are tentative until ratified by the Association and the Board.

7. Definition: (as deemed by the Idaho Statutes, Title 33-1272)

“Professional employee” means any certified employee of a school district, including charter districts; provided, however, that superintendents, supervisors, or principals may be excluded from the professional employee group if negotiation agreement between the board and local education organization so specifies.

“Local education organization” means any local district organization duly chosen and selected by a majority of the professional employees as their representative organization for negotiations under this act.

“Negotiations” means meeting and conferring in good faith by a local board of trustees and the authorized local education organization, or the respective designated representative of both parties for the purpose of reaching an agreement, upon matters and conditions subject to negotiations as specified in a negotiation agreement between said parties.

ARTICLE I LEAVE

A. SICK LEAVE

Each professional employee shall be entitled to sick leave with full pay up to ten (10) school days in each year. When the effective date of appointment of a professional employee is before the beginning of the second semester of any year, he/she will be given credit for the full annual sick leave allowance. When the effective date of appointment of a professional employee is on or after the beginning of the second semester, the professional employee will be given credit for five (5) days sick leave allowance. Professional employees on extended contract will also be allowed an additional one (1) day per month to a maximum of twelve (12) days. Unused sick leave will be accumulated from year to year with an unlimited cap of days.

Professional employees will be allowed to use up to six (6) days of sick leave during any one (1) school year when such absence is due to illness in the individual's immediate family living within the home, subject to the approval of the superintendent.

Up to four (4) days of sick leave may be used during any one (1) school year when such absence is due to serious illness of the individual's family: father, mother, brother, sister, or foster parent. The superintendent may extend this definition upon application for such extension in unusual cases.

In the event of absence of a professional employee for illness or accident in excess of three (3) days, the Board may require an examination by a physician.

B. MISUSE OF SICK LEAVE

If the principal or his/her superiors find that the professional employee has violated or misused this sick leave, the principal may require the employee to provide a signed statement attesting to his/her illness from a licensed physician for any subsequent absences. The employee will be notified in writing of this requirement, along with the reasons for such a decision. A copy of this notification will be sent to the Association. This requirement will remain in effect until the end of the school year or until revoked by the principal, whichever is the shorter period.

In the event that it can be shown that a professional employee violated or misused this sick leave policy or misrepresented any statement or condition under this policy, he/she may be subject to a reprimand and/or forfeiture of pay for the day or days absent.

C. TEMPORARY LEAVES OF ABSENCE

Professional employees will be granted the following temporary leaves of absence with pay during each school year upon written application to and with approval of the principal.

1. Personal leave shall be available to all certified employees. Personal leave will be granted to employees at four (4) days per year. Personal leave may be accumulated up to ten (10) days per employee. Once an employee has accumulated up to ten (10) he/she may use those days, at the discretion of the administration in one year. No more than three (3) personal days per year may be turned in for cash refund, at the rate of the current certified substitute teacher pay to the district. At retirement, only three (3) days of the current year may be cashed in. Payment will be made in the June pay check.
2. The employee will receive two (2) days of professional leave for the purpose of attending educational meetings, workshops or conventions, or visiting other schools. More may be allowed at the Superintendent's discretion.
3. Employees who must appear in legal proceedings connected with their employment with the District may be absent without loss of pay for that cause, except that in legal proceedings resulting from teachers being on strike against the District in which case 1/190th of the contract amount shall be forfeited for each day absent.

D. MATERNITY LEAVE

A professional employee who is pregnant will be entitled to leave of absence without pay for up to one (1) year to begin any time after the commencement of her pregnancy. Said employee will notify the appropriate administrator in writing of the intention to take such leave and, except in case of emergency, will give notice at least sixty (60) days prior to the date on which her leave is to begin. An employee who is pregnant or the spouse of the pregnant employee is entitled to three (3) days maternity leave separate from regular sick leave.

E. BEREAVEMENT LEAVE

Professional employees will, with the approval of the superintendent, be granted five (5) days a year with full pay when such absence is due to death in the immediate family.

F. EXTENDED LEAVE OF ABSENCE

Professional employees who have attained renewable contract status may request extended leaves of absence for one (1) year without pay under any one of the circumstances listed in this section. All requests for such extended leave of absence will be applied for and granted or rejected in writing. Such application will be reviewed by the principal and superintendent. If the latter approves, he/she will recommend that the leave be granted by the Board. An employee returning from an extended leave will be assigned to the same position as that which he/she held before assuming the leave, providing that position still exists. By mutual agreement between the employer and the employees, he/she may be given a different assignment.

Extended leaves of absence may be requested under, but not limited to, the following:

1. To serve in a county, state, or national public office.
2. To care for a sick member of the immediate family.
3. To serve as an exchange teacher or an overseas teacher.
4. To accept a sabbatical leave.

G. Other Leave

When professional employees become unforeseeably absent from their duties because of impassable routes to work caused by weather or other natural phenomenon beyond one's control, for one (1) to five (5) days, either consecutively or singly, the board agrees to the following:

A professional employee will be able to apply unused personal days to cover the absence, if one so desires.

A professional employee will be able to apply up to three (3) sick leave days to cover absences beyond those covered by the personal days.

For above described absences in excess of five (5) days, the district may withhold from the professional employee's salary the cost of a substitute teacher engaged on those days. A professional employee will never be assessed any money beyond that figure if aforementioned conditions exist.

H. Definitions

1. Immediate Family - "immediate family" in regards to the Master Contract is an employee's: Spouse, children, parents, siblings, grandchildren, and Mother and Father-in-laws.
2. Other leave for bereavement beyond the definition of immediate family can be approved by the superintendent in a case-by-case manner.

ARTICLE II

**HIGHLAND SCHOOL DISTRICT #305
SCHEDULE A
PROGRESSIVE BASE SCHEDULE
SALARY SCHEDULE**

2012-2013

BASE: \$25,000 Increment: 3.75%

EXP	BA	BA+12	BA+24	MA BA+36	MA+12 BA+48	MA+24 BA+60	MA+36 ES/DR
0	25,000	25,938	26,910	27,919	28,966	30,052	31,179
1	25,938	26,910	27,919	28,966	30,052	31,179	32,349
2	26,910	27,919	28,966	30,052	31,179	32,349	33,562
3	27,919	28,966	30,052	31,179	32,349	33,562	34,820
4	28,966	30,052	31,179	32,349	33,562	34,820	36,126
5	30,052	31,179	32,349	33,562	34,820	36,126	37,481
6	31,179	32,349	33,562	34,820	36,126	37,481	38,886
7	32,349	33,562	34,820	36,126	37,481	38,886	40,345
8	33,562	34,820	36,126	37,481	38,886	40,345	41,858
9	34,820	36,126	37,481	38,886	40,345	41,858	43,427
10		37,481	38,886	40,345	41,858	43,427	45,056
11					43,427	45,056	46,745
12						46,745	48,498
13							50,317

**HIGHLAND SCHOOL DISTRICT #305
SCHEDULE B
ADDITIVE SUPPLEMENTAL SCHEDULE
SECOND PART OF FINAL PAY 2012-2013**

ADDITIVE AMT: \$500 PLUS THE ADDITIONAL ACCUMULATIVE %'S 2%, 2%, 3%, 2.4%, 2%

EXP	BA	BA+12	BA+24	MA BA+36	MA+12 BA+48	MA+24 BA+60	MA+36 ES/DR
0	28,542	29,591	30,680	31,809	32,981	34,197	35,458
1	29,591	30,680	31,809	32,981	34,197	35,458	36,767
2	30,680	31,809	32,981	34,197	35,458	36,767	38,125
3	31,809	32,981	34,197	35,458	36,767	38,125	39,533
4	32,981	34,197	35,458	36,767	38,125	39,533	40,955
5	34,197	35,458	36,767	38,125	39,533	40,955	42,511
6	35,458	36,767	38,125	39,533	40,955	42,511	44,084
7	36,767	38,125	39,533	40,955	42,511	44,084	45,716
8	38,125	39,533	40,955	42,511	44,084	45,716	47,410
9	39,533	40,955	42,511	44,084	45,716	47,410	49,167
10		42,511	44,084	45,716	47,410	49,167	50,989
11					49,167	50,989	52,881
12						52,881	54,843
13							56,878

For certified staff employed at Highland during the 2001-2002 school year, a BA+72 will be recognized in the MA+36/ES DR column. Certified Staff hired after 2001-2002 will be frozen at the BA+60 column unless they have a Master's Degree.

ARTICLE III
Extra Assignment Pay Schedule
2012-2013
Base = \$28,542

<i>ACTIVITY</i>	1st Year % of Base	AMOUNT	2nd Year % of Base	AMOUNT	3rd Year % of Base	AMOUNT	4th Year % of Base	AMOUNT	5th Year % of Base	AMOUNT
Boys Basketball	9.25%	2,640	10.00%	2,854	10.75%	3,068	11.50%	3,282	12.00%	3,425
Girls Basketball	9.25%	2,640	10.00%	2,854	10.75%	3,068	11.50%	3,282	12.00%	3,425
Football	9.25%	2,640	10.00%	2,854	10.75%	3,068	11.50%	3,282	12.00%	3,425
Volleyball	9.25%	2,640	10.00%	2,854	10.75%	3,068	11.50%	3,282	12.00%	3,425
Asst Boys BB	7.00%	1,998	7.50%	2,141	8.00%	2,283	8.50%	2,426	9.00%	2,569
Asst Girls BB	7.00%	1,998	7.50%	2,141	8.00%	2,283	8.50%	2,426	9.00%	2,569
Asst Football	7.00%	1,998	7.50%	2,141	8.00%	2,283	8.50%	2,426	9.00%	2,569
Asst Volleyball	7.00%	1,998	7.50%	2,141	8.00%	2,283	8.50%	2,426	9.00%	2,569
High School Track	7.00%	1,998	7.50%	2,141	8.00%	2,283	8.50%	2,426	9.00%	2,569
Cross Country	7.00%	1,998	7.50%	2,141	8.00%	2,283	8.50%	2,426	9.00%	2,569
Baseball	7.00%	1,998	7.50%	2,141	8.00%	2,283	8.50%	2,426	9.00%	2,569
Softball	7.00%	1,998	7.50%	2,141	8.00%	2,283	8.50%	2,426	9.00%	2,569
Cheerleader Adv	7.00%	1,998	7.50%	2,141	8.00%	2,283	8.50%	2,426	9.00%	2,569
Asst Baseball	5.00%	1,427	5.50%	1,570	6.00%	1,712	6.50%	1,855	7.00%	1,998
Asst Softball	5.00%	1,427	5.50%	1,570	6.00%	1,712	6.50%	1,855	7.00%	1,998
JH Trk (out of cl)	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213
JH Trk (in class)	2.25%	642	2.25%	642	2.25%	642	2.25%	642	2.25%	642
Jr High Boys BB	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213
Jr High Girls BB	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213
Jr High Volleyball	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213
Music	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213
Pep/Jazz Band	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213
Speech	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213
Drama/Fine Arts	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213
Annual	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213
Photography	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213
BPA	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213
FCCLA Advisor	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213
Concessions	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213	4.25%	1,213
Sr Class Advisor	2.25%	642	2.25%	642	2.25%	642	2.25%	642	2.25%	642
Jr Class Advisor	1.25%	357	1.25%	357	1.25%	357	1.25%	357	1.25%	357
Soph Class Adv	0.50%	143	0.50%	143	0.50%	143	0.50%	143	0.50%	143
Fresh Class Adv	0.50%	143	0.50%	143	0.50%	143	0.50%	143	0.50%	143
8th Grade Adv	0.50%	143	0.50%	143	0.50%	143	0.50%	143	0.50%	143
7th Grade Adv	0.50%	143	0.50%	143	0.50%	143	0.50%	143	0.50%	143
6th Grade Adv	0.50%	143	0.50%	143	0.50%	143	0.50%	143	0.50%	143

ARTICLE IV INSURANCE

The District will pay the subscriber's cost of medical, vision and dental insurance for the professional employee as specified under the Blue Cross PPO plan(\$1000 deductible, 80% coinsurance, \$1,500 out of pocket, \$20 office co-pay, accidental coverage, 10/25/40 drug benefit, vision and dental). The District and the Association will mutually determine the carriers and plan for the pool. All employees will be on the PPO plan as the traditional plan is no longer an option. Employees will also have the option of choosing a high deductible plan. If an employee chooses the high deductible plan, the difference between the costs of the plans will be deposited into a medical savings account in the employee's name.

To ensure continuity of coverage, in the event insurance premiums for coverage under this article exceed the maximum allowed by the District for the prior contract year, the professional employee through payroll deduction will pay the difference in cost. However, if the difference paid by the professional employee is greater than the additional premium of the new negotiated policy, the District will reimburse to the employee the additional premium he/she has paid above the new policy premium for the months that the automatic extension of this continuity clause has been in effect.

ARTICLE V DUTY FREE LUNCH

The District will provide a thirty (30) minute duty free lunch period.

ARTICLE VI SICK LEAVE BANK

The Board of Trustees hereby establishes a District Sick Leave Bank controlled by the following philosophy and regulations.

- A. Purpose: The purpose of the Sick Leave Bank shall be to provide professional employees who qualify by membership in the Bank with additional sick leave days needed to recover from a temporary illness. The Bank shall not be used as a reserve for time lost due to short term illnesses which would normally be covered by the employee's accumulated sick leave, nor for time lost due to illness in the family, bereavement, or for purpose other than personal illness.
- B. Administration: The Sick Leave Bank shall be administered by the Sick Leave Council in conformance with the regulations set forth in this agreement. The Sick Leave Council shall be composed of three (3) association members.
- C. Eligibility for Membership: Membership in the Sick Leave Bank shall be extended to any professional employee of the School District who has accumulated one (1) day of personal sick leave as defined by Idaho Code 33-1216 and 33-1217.
- D. Membership: Employees who donate one (1) day of accumulated personal sick leave to the Sick Leave Bank prior to April 1 of any year shall be members of the Bank and eligible for its services. A list of current Bank members shall be published by the Council and posted in the school every September.
- E. Donation:

Donations to the Sick Leave Bank shall conform to the following regulations:

- 1. A professional employee donating one (1) day of accumulated personal sick leave at any time during the school year prior to April 1 shall be a current member and shall continue as a current member until a special assessment is called for;
- 2. In the event that an active member of the sick leave bank retires or leaves the district, donated sick day (s) shall be subtracted from the bank and returned to the leaving professional employee(s), enabling new employee(s) to donate to the bank.

3. Employees not members of the Bank shall have the opportunity to become members prior to any current member donating additional days. The Council shall devise a method of determining how Bank non-members will be asked to contribute to the Bank.

- F. Maximum Capacity: The Sick Leave Bank shall accumulate unused Bank days from year to year to a maximum capacity which shall not exceed double the number of eligible employees, as defined in the above Section C, Eligibility for Membership, or 45 days.

To comply with the By-Laws regarding maximum capacity of accumulated days, the District will return sick days to those professional employees who donated extra days, as agreed upon in April of 2003.

- G. Special Assessment: If, at any time during a school year, the Bank's accumulated unused days drops to one-half ($\frac{1}{2}$) the Bank's maximum capacity, the Council will notify the HEA that a special assessment of one (1) day per current member needs to be made. The HEA will distribute and collect donation forms which shall then be transmitted to the Council. The Council will give a list of donors to the District's business office so they can deduct the appropriate number of accumulated sick leave days from each donor's personal account. A professional employee may donate one (1) day, and the special assessment shall be only one (1) day. Any current member not donating a day under the special assessment shall be dropped from the Sick Leave Bank. Current members who have no accumulated personal sick leave days at the time of the special assessment shall continue as current members without penalty.

- H. Maximum Withdrawal: The maximum number of days that shall be available for withdrawal for professional employee use in any one year shall not exceed the Bank's maximum capacity as defined in the above Section F, Maximum Capacity.

- I. Professional Employee Use of Sick Leave Bank: Members of the Sick Leave Bank shall conform to the following regulations when requesting use of the Bank days:

1. the employee, or the President of the HEA when the employee is physically incapable, shall secure written evidence from the School District's business office that: (a) he/she has used all of his/her accumulated personal sick leave; and, (b) that he/she has purchased five (5) days of substitute teacher salary making him/her eligible to apply for use of Sick Leave Bank days;

2. the employee, or the President of the HEA when the employee is physically incapable, shall secure written proof of illness adequate to protect the District against malingering and false claims of illness as provided by Idaho Code 33-1216 and 33-1218;
3. the employee, or the President of the HEA when the employee is physically incapable, shall request in writing for the use of Sick Leave Bank days accompanied by the above two (2) statements to the Sick Leave Council indicating with each request the number of days desired;
4. The President of HEA shall forward the above three (3) statements with a personal recommendation for approval or disapproval to the Sick Leave Council in writing within three (3) days receipt of items number 1, 2, and 3 above;
5. the Sick Leave Council shall give full consideration to the HEA President's recommendation and to the accompanying statements and shall make a final approval or disapproval of the request in full or in part in writing to the professional employee within three (3) days of receipt of items number 1 - 4 above;
6. if the professional employee's request is approved, immediate transfer of the approved number of days from the Sick Leave Bank to the employee shall be made;
7. a teacher with zero (0) remaining sick leave will forfeit 1/190 of his/her salary for each day missed up to five (5) days. Once an employee has reached the five (5) day limit and the sick leave bank allows additional days, the employee will be reimbursed his/her cost above the sub rate of pay for those five (5) days already paid.

**ARTICLE VII
SUMMER SCHOOL PAY AND EXTRA DAY PAY**

District will pay summer school professional employees who are regular district professional employees at their regular hour wage (as divided out from contract to hourly rate).

Professional employees asked to work over their 190 day contract will be paid a wage equal to 1/190th of their regular contract for those extra days.

**ARTICLE VIII
PAYMENT FOR CREDITS**

Certified staff members will be awarded three (3) credits per annum per year with a reimbursement of \$200.00 per credit for the 2012-2013 school year. The reimbursement for credits earned will be on an annual basis and saving credit reimbursement for future years payment will not be reimbursed. Any credits that are to be earned must first receive approval by the Superintendent of Schools no later than May 15 of the year in consideration. Reimbursement to any staff member will occur only after the District has received evidence that the credit(s) agreed upon has/have been properly transcribed from the accredited college or university.

**ARTICLE IX
MILEAGE REIMBURSEMENT**

Mileage reimbursement for approved travel will be paid at rate set by the State Board of Examiners.

Article X
HEAD TEACHER

The Board shall establish a "Head Teacher" position to serve in the absence of the principal and superintendent. The Head Teacher will be reimbursed at the rate of \$50.00 and the District will employ a substitute to serve in the absence of the assigned Head Teacher when administrative services are required due to the absence of the principal and the superintendent. When the principal and the superintendent are absent less than half (1/2) day, the payment to the Head Teacher shall be at a rate of \$25.00. This provision of the contract will sunset after the 2012-2013 school year.