

AGREEMENT

between

BLAINE COUNTY SCHOOL DISTRICT NO. 61

and

BLAINE COUNTY EDUCATION ASSOCIATION

for

2011-2012

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NEGOTIATED CONTRACT

2011-2012

ARTICLE I - AGREEMENT

This Agreement, commonly referred to as the Master Contract, the Contract, and the Master Agreement is made and entered into by and between Blaine County School District No. 61 Board of Trustees, hereinafter called the "Board" and the Blaine County Education Association, hereinafter called the "Association". The Board and Association agree to negotiate for compensation and benefits in accordance with the law. This Agreement shall likewise benefit any certified professional employee of the District, excepting Superintendents, Supervisors, and Principals.

ARTICLE II - SAVINGS CLAUSE

If any specific item of this Agreement shall be ruled invalid by a court of law or governmental agency, representatives of the Board of Education and Association shall meet within fifteen (15) school days or at a time mutually agreed upon by both parties to discuss the item. Subsequently, if either party requests that a successor clause be negotiated, those negotiations will begin within forty-five (45) school days of said meeting or at a time mutually agreed upon by both parties. The balance of this Agreement shall not be affected by such ruling and shall remain in full force.

ARTICLE III - INSURANCE

Health Insurance:

The Board shall provide, without cost to the certified professional employee, health insurance on a continuous twelve-month basis.

Dental Insurance:

The Board shall provide, without cost to the certified professional employee, dental health care protection on a continuous twelve-month basis.

Life Insurance:

The Board shall provide, without cost to the certified professional employee, group life insurance in the amount of \$40,000.00 on a continuous twelve-month basis.

Employee Assistance Plan:

The Board shall provide, without cost to the certified professional employee, an employee assistance plan on a continuous twelve-month basis.

Competitive Proposals:

The Board may submit health and dental plan specifications for competitive proposals annually. Specifications shall be similar to the health and dental plans in existence during the current school year.

ARTICLE IV - SICK LEAVE BANK

INTRODUCTION

All certified professional employees of the District may participate in the Sick Leave Bank. To participate, the certified professional employee shall donate two (2) days of his/her sick leave days. Sick leave days thus donated shall be deducted from the individual's sick leave entitlement for the year. The donated sick leave days shall form a fund of sick leave days that will be available to all eligible participating certified professional employees upon recommendation of the Sick Leave Bank Committee.

APPLICATION

Application for use of the Bank shall be submitted in writing to the Sick Leave Bank Committee for its recommendation. The Committee shall review the request and determine the eligibility of the certified professional 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.

ELIGIBILITY

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

1. Join the Bank within thirty (30) days of initial employment, by signing a contract to donate two (2) sick leave days to the Bank.
2. Have been absent from work due to his/her own catastrophic event involving family and have used:
 - A. All his/her accumulated sick leave days from prior years, and all days earned to date of commencement of the leave. One half (1/2) day of sick leave shall be charged to the employee for any period of less than fifteen (15) days in a month of commencement of leave and one full day for fifteen (15) days and beyond. The balance of leave shall be retained by the employee and made available for use upon return from leave and
 - B. All personal leave days granted for the year, and
 - C. These changes will be revisited on a yearly basis.

If the disability is covered by Workman's Compensation, the certified professional employee shall not be eligible to utilize the Sick Leave Bank. A person choosing elective or cosmetic surgery will not be eligible for Sick Leave Bank benefits.

RULES AND REGULATIONS

The Sick Leave Bank shall be governed by a committee consisting of two (2) members appointed by the Association, and two (2) members appointed by the Board of Trustees. The committee shall be responsible for reporting to the District Office all days granted by the Bank to an employee, and any other information necessary to maintain an adequate accounting of the operation.

The maximum number of days that may be granted to an eligible participant will be thirty (30) days per school year. This limit may be extended an additional thirty (30) days during the same year in the event of extenuating circumstances.

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

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

If the Sick Leave Bank balance reaches fifty (50) days, the committee will assess each member one additional day.

When a certified professional employee is absent on leave, his/her days in the Bank are retained.

If a certified professional employee draws on the Sick Leave Bank and is later compensated for lost wages, the employee will reimburse the Sick Leave Bank in the amount of substitute pay.

ARTICLE V – LEAVES

The following twelve (12) leaves are part of this Agreement, and are also located in the Blaine County School District Policy Manual Section 400.

1. [Sick Leave](#)
2. [Bereavement Leave](#)
3. [Personal Leave With Pay](#)
4. [Family Medical Leave Act \(FMLA\)](#)
5. [Maternity Leave](#)
6. [Leave Without Pay](#)
7. [Jury Duty and Subpoena for Court Appearance](#)
8. [Military Leave](#)
9. [Leave to Become a Candidate for Public Office](#)
10. Association Leave
11. Professional Leave Time
12. Leaves of Absence

TERMS:

1. While on an approved leave, a regular employee shall maintain, but not add to, any sick or personal leave credit accumulated prior to such leave.
2. Regular part-time teachers shall be entitled to sick and personal leave in the ratio that their service bears to full-time service.
3. Termination of employment in the District shall terminate sick and personal leave rights, both current and accumulated except as provided in 408.1 (3).
4. Premiums for insurance benefits shall not be paid during the time the employee is on an unpaid leave of absence except as required by law.

5. Unless otherwise specified, all requests for leave must be submitted to the Board of Trustees for approval or denial by April 1 of each year.
6. Equivalent position shall be defined as equal pay and benefits for purposes of this policy. If possible, the same location, schedule, and authority shall be maintained but there shall be no assurance of such.
7. All employees are entitled to the provisions of the Family Medical Leave Act (FMLA)
 - a. The following leaves may qualify under the FMLA including, but not limited to: Sick Leave, Injuries (on-the-job), Leave without Pay, and Maternity Leave.
 - b. The District shall designate whether or not the leave shall be unpaid or whether the employee shall be required to use other paid leave options concurrently (i.e. sick leave).
 - c. For additional information on FMLA, see the FMLA policy 408.3b.

SICK LEAVE:

At the beginning of each new employment year and thereafter as necessary during the employment year, each certificated and non-certificated employee of the School District shall be entitled to sick leave with full pay of (1) day for each month of service, or major portion thereof as projected for the employment year subject to limitations as provided by 33-1216 Idaho Code. The Board of Trustees shall not provide compensation for unused sick leave. Employees may accumulate an unlimited amount of unused sick leave from year to year as permitted by Idaho Code Section 33-1218.

Sick leave days are defined by the number of hours the employee works each day. If the employee is hired for less than the full year, the number of sick days will be prorated. These days may be taken as full or half days. If, at the time of termination, excess sick leave is used, the excess shall be deducted from the employee's final paycheck. The Board of Trustees may require proof of illness adequate to protect the District against malingering and false claims of illness. In the event of an injury, a work release may be required to return to work. If restrictions apply, the employee shall be responsible to furnish an updated work release as requested.

- (1) Sick leave may be used for:
 - (a) Illness or injury of the employee, including illness related to pregnancy, medical, and dental appointments;
 - (b) illness or injury of a member of the employee's family, including spouse, children, parents, grandparents, grandchildren, spouse's parents, brothers or sisters of the employee or employee's spouse;
 - (c) Bereavement of a member of the employee's family as listed in (b) above when bereavement leave has been exhausted (see 408.2);
 - (d) attending a funeral service of anyone not covered in (c) above. A maximum of four (4) days sick leave may be used for this purpose providing the employee gives advance notification to both the employee's supervisor and the building principal.
- (2) Transfer of Sick Leave: When an employee is employed by another district or another state educational agency during the school year immediately following the year of termination, the accumulated leave up to a maximum of ninety (90) days shall be secured for, and credited to, the employee by the district or state educational agency thereafter employing such employee.

- (3) Sick Leave/Severance Allowance on Retirement: Upon separation from public school employment by retirement, an employee's unused sick leave shall be transferred by the District to the public employee retirement account for use as provided by Idaho Public Employees Retirement System.
- (4) When an employee has exhausted all sick leave days available, personal leave days will be charged. If personal leave has been exhausted, see Leave without Pay, Section 408.4. (Certified staff should consult the Master Agreement)

BEREAVEMENT LEAVE:

Employees shall be granted up to four (4) day's bereavement leave annually for death in the immediate family. There shall be no loss in pay during such leave. Bereavement leave is non-cumulative and immediate family is defined as in Sick Leave Policy 408.1. In the event an employee has exhausted all his/her bereavement leave, see 408.1 Sick Leave and 408.3 Personal Leave with Pay.

PERSONAL LEAVE WITH PAY:

- (1) Personnel shall be granted personal leave at full pay to be taken at the convenience of the District. A principal/supervisor may deny or limit approval of personal leave on any given day based on the needs of the school.
- (2) Personal leave shall not exceed three (3) days per year and is non-cumulative. Personal leave days are accrued at the rate of one for every one-third of the employee's year. If the employee is hired for less than the full year, the number of personal days will be prorated. These days may be taken as full or half days or any combination thereof resulting in a total of not more than three (3) full days. A personal leave day is defined as the number of hours the employee works each day. If, at the time of termination, an employee has used personal leave in excess of that which was earned, it shall be deducted from his/her final paycheck.
- (3) At the end of the school year, a certified employee may determine to be paid for his/her unused annual personal leave at the average rate of a degreed and certified substitute.

A non-certified employee may determine to be paid for his/her unused annual personal leave at the current substitute rate for their position.

Reimbursement of unused personal leave for all eligible staff members will be determined by June 15. Reimbursement payments will be included in the June payroll check. If a staff member is reimbursed for a day that is used after the June 15th deadline, the reimbursement will be deducted from his/her future check.

- (4) Personal leave days within the first and last two (2) weeks of school:
Personal leave days are discouraged from use during the first two (2) weeks and the last two (2) weeks of school. Such leaves shall be for substantial and reasonable cause. Anyone wishing to use personal leave during this time must submit a written request to the building principal with as much advance notice, as possible, for consideration. The request must specifically state why the employee wishes to use his/her personal leave days. Requests denied may be considered for leave without pay.

FAMILY LEAVE:

The intention of the Family Leave Act of 1993 is to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families and to promote national interests in preserving family integrity.

All employees who have worked for the District for at least one full year and at least 1,250 hours over the last twelve months are eligible for Family Leave.

Family leave may be requested for the following circumstances:

1. The birth and care of a newborn;
2. The placement of an adopted or foster child in the employee's home;
3. To care for the employee's spouse, child, or parent with serious health conditions requiring active assistance or supervision; or
4. for a serious health condition rendering the employee unable to perform the functions of his/her job.
5. A chronic serious health condition (even without treatment by a health care provider during the absence (i.e. migraine headaches, asthma attacks, diabetes, etc.)

Any employee wishing to apply for Family Leave must do so, in writing, thirty (30) days in advance of the date the leave is to commence. In addition to a letter requesting Family Leave, the employee may be required to furnish verification to the District of the circumstances requiring leave. In the event of an emergency, the Superintendent may waive the thirty-day notice requirement.

In no case shall leave be extended beyond twelve (12) workweeks in any fiscal year (July 1 - June 30). Should the spouse of an employee work for the District, then the aggregate leave of both shall not exceed twelve weeks. The District shall designate whether or not the leave shall be unpaid or whether the employee shall be required to use other paid leave options concurrently (i.e. Sick Leave). During the period of Family Leave, no benefit reduction shall occur. However, should the employee fail to return to work, the District may recover the costs of the premiums. The employee shall remain responsible for any dependent deductions. Any employee failing to make payment for dependent deductions within thirty (30) days shall be canceled from the dependent coverage and reinstatement shall be at the option of the carrier.

Employees taking Family Leave shall be returned to their former position or equivalent position in the district with the same pay and benefit as when their leave commenced. When a certified employee is on leave for more than twenty (20) percent of the total number of working days in the term, the District may require the employee to take leave in a block or temporarily transfer to an available, equivalent alternate position. If such leave is taken close to the end of an academic term (within three weeks), the District may require the employee to continue taking leave until the end of the term.

If there are any questions regarding definitions, those outlined in the Federal Register Vol. 58, No. 106 shall apply.

MATERNITY LEAVE:

Maternity Leave is an unpaid leave for the purpose of a postpartum rest period commencing on the day a baby is born. Maternity Leave is for a period of six (6) consecutive calendar weeks or shorter. Written application must be submitted to the Board of Trustees no less than thirty (30) days before the expected date of birth.

The application deadline may be waived by the Board under extenuating circumstances, and at the discretion of the Board, the leave may be extended. The certified employee shall be entitled to return to the same location and position as held before the leave.

LEAVE WITHOUT PAY:

- (1) In the event an employee has an extreme emergency and all of his/her personal leave has been used and no other leave applies, he/she may request leave without pay.
- (2) All requests for leave without pay must be for substantial and reasonable cause and not for personal leave or vacation time.
- (3) The employee shall be responsible to contact his/her immediate principal/director for approval.
- (4) The principal/director shall not be obligated to approve leave without pay requests.
- (5) Failure to comply with denial of a leave without pay request may lead to disciplinary action, up to and including dismissal.

JURY DUTY AND SUBPOENA FOR COURT APPEARANCE:

- (1) Leaves of absence may be authorized for personnel called for jury duty or under subpoena as a disinterested witness.
- (2) There will be no deduction in pay for absence as described above.

MILITARY LEAVE:

DEFINITIONS

“Employee” means any person employed by a district, including a person who is a citizen, national, or permanent resident alien.

“Military duty”, also referred to as “service in the uniformed services”, means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty, and a period for which a person is absent from employment for the purpose of performing funeral honors duty.

“Notice” means any written or verbal advance notification by an employee to the District of an obligation or intention to perform service in the uniformed services.

“Veteran”, for the purposes of Idaho law provisions, means any person who has served in the active service of the armed forces of the United States during any period of war recognized by the United States Department of Veterans Affairs for the purpose of awarding federal veterans benefits, and who has been honorably discharged from service.

“Uniformed services” means the Armed Forces (active and reserve components of the United States Army, Navy, Marine Corps, Coast Guard, and Air Force); the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the

commissioned corps of the Public Health Service; and any other category of persons designated by the President of the United States in time of war or national emergency.

MILITARY ORDERS AND DISTRICT BENEFITS:

Any employee who begins military duty pursuant to valid military orders will be placed on leave without pay, except to the extent an employee elects to use accrued vacation or personal leave.

An employee called to military duty may elect to continue group health care coverage for the employee and dependents for the lesser of:

1. The eighteen (18) month period beginning on the date the leave begins; or
2. The day after the date on which the person fails to apply for or return to a position of employment with the District.

The employee may be required to pay not more than one hundred two percent (102%) of the full premium of the plan, except in the case the military duty was less than thirty-one (31) days, in which case the employee shall only be responsible for the employee's share of the coverage.

Any employee called to military duty and reemployed by the District after the military duty ceased may elect to make contributions to any employer pension benefit plan, not to exceed the amount the employee would have been permitted or required to contribute had the employee remained continuously employed by this District throughout the period of military duty. Military duty will not be counted as time away from the District for retirement purposes.

REEMPLOYMENT RIGHTS

Reemployment rights occur whenever an employee:

1. Leaves his or her position, whether voluntarily or involuntarily, to perform military duty;
2. Has given the District prior notice of the military duty, unless prior notice is precluded by military necessity or is otherwise impossible or unreasonable;
3. Is relieved or discharged from such duty under honorable conditions; and,
4. The employee makes application for reemployment as follows:
 - a. For military duty which lasted no more than thirty (30) days, the employee must be available to begin work at the first regularly scheduled work day or eight (8) hours after the end of the military duty, plus reasonable commuting time from the military duty state to home.
 - b. For military duty that lasted between thirty-one (31) and one hundred eighty (180) days, the employee's application for reinstatement must be submitted to the District not later than fourteen (14) days after completion of military duty.
 - c. For military duty that lasted between one hundred eighty-one (181) days and up to five (5) years, the employee's application for reinstatement must be submitted not later than ninety (90) days after he or she is relieved from military duty.

- (1) The timelines set forth above may be extended for up to two (2) years in the event the employee is convalescing due to a disability incurred or aggravated during military service.
- (2) The two-year period shall be extended by the minimum time required to accommodate circumstances beyond the employee's control that make reporting within the ninety (90) days impossible or unreasonable.

An employee who fails to report or apply for employment or reemployment within the appropriate time period specified above shall not automatically forfeit the employee's entitlement to the rights and benefits but shall be subject to the conduct rules, established policy, and general practices of the District pertaining to explanations and discipline with respect to absence from scheduled work.

The cumulative length of the current absence and of all previous absences from employment with the District for military duty may not exceed five (5) years, unless an exception applies.

Employees who meet the above criteria for reemployment will be given the reemployment positions as required by the Uniformed Services Employment and Reemployment Rights Act.

Any employee who is restored to a former position will be considered to have been on leave of absence during his or her period of military duty and will not be discharged from that position without cause as follows:

1. Within one (1) year after the date of such reemployment, if the person's period of military duty before the reemployment was more than one hundred eighty (180) days; or
2. Within one hundred eighty (180) days after the date of reemployment, if the person's period of military duty before the reemployment was more than thirty (30) days but less than one hundred eighty-one (181) days.

An employee will not be reinstated if the District is able to show that:

1. The District's circumstances have so changed as to make reemployment impossible or unreasonable;
2. Reemployment would impose an undue hardship (as defined by federal law) on the District;
3. The prior employment with the District was for a brief, non-recurrent period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period;
4. Any reemployment is impossible or unreasonable because of a change in the District's circumstances; or
5. Any accommodation, training, or effort would impose an undue hardship on the District.

IDAHO STATE VETERAN EMPLOYMENT PREFERENCE:

In all employment of any kind (excluding confidential secretarial positions), this District shall give preference of employment of veterans who are residents of the State of Idaho at the time of application for employment, and who served on active duty in the armed forces of the United States as follows:

1. The veteran was in the armed forces for a period of more than one hundred eighty (180) days and was discharged under honorable conditions; or

2. The veteran was discharged or released under honorable conditions due to a disability incurred or aggravated in the line of duty.

LEAVE TO BECOME CANDIDATE FOR PUBLIC OFFICE:

- (1) A teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Regularly appointed teachers who have completed at least four (4) continuous years of service will be granted leaves of absence without pay in order to run for, or serve in public office.
- (2) An extended leave of absence to become a candidate for public office is a leave of absence for political activity and political service. All leaves for political activity are granted with the provision that the employee shall make it clear that all statements and actions are those of the individual.
- (3) A request for leave to become a candidate for public office must be submitted in writing to the Superintendent of Schools with a copy to the principal or immediate supervisor, at least thirty (30) days prior to the effective date of the leave. Such request must include the length of time for which the leave is desired.
- (4) An employee who is appointed to or elected to a full-time political or public office for a period of more than two (2) years is not eligible for a leave to become a candidate for public office.
- (5) An employee who is on an extended leave of absence to serve in public office shall submit a written request to the Superintendent to return to active service. Such request must be on file in the personnel office on or before the first day of February of the prior school year indicating the employee's intent to return. The employee will return to active service in the position served prior to the leave, if it is available. If the same position is not available, the employee will be assigned to a position for which he/she is qualified. Such assignment will commence at the beginning of the school year following receipt of the request to return to active service.
- (6) In no manner will this type of leave be considered as personal leave or professional leave.

ASSOCIATION LEAVE:

The Association shall be granted twenty-five (25) days of non-cumulative release time per school year. Use of these release days shall be at the discretion of the Association Representative Council. An annual report of the days used will be submitted to the Superintendent.

PROFESSIONAL RELEASE TIME:

1. Paid Professional Release Time may be authorized by the supervisor or building principal or designee to certified professional employees for the purpose of attending educational conferences or other purposes related to the employee's assignments. The release time may be granted at the discretion of the supervisor and/or building principal without precedent for reasons, which include:
 - a. Development of curricula.
 - b. Professional visits to other schools.
 - c. State Professional Development Committee.
 - d. State and Regional Curriculum Conference.

2. Any wages received by the certified professional employee during his/her paid release time from the District in excess of \$25.00 per day must be submitted to the Treasurer. If the wage exceeds a certified professional employee's daily rate of pay, the employee may accept that wage and request a day without pay.

In addition to the above stated leaves, certified professional employees covered by this Agreement may request an unpaid leave of absence defined as follows:

UNPAID LEAVES OF ABSENCE

The following terms and conditions shall apply to all of the unpaid leaves referred to within this Agreement.

1. Unpaid leave means that a certified professional employee shall not be entitled to receive wages, benefits, or other compensation during said leave, except those required by law, i.e. the Family Medical Leave Act, see Policy Manual Section 400.
2. An unpaid leave of absence may not exceed a period of one (1) year and shall be without increment. Under extenuating circumstances and at the discretion of the Board, the leave may be extended.
3. Applications for full-year leaves of absence must be submitted in writing to the Board prior to April 1.
4. Any certified professional employee on an unpaid leave shall have the option of continuing his/her benefits upon the assumption of the monthly cost of the premiums as allowed by the insurance carrier.
5. Any certified professional employee returning from a leave must notify the Board in writing on or before March 1 of his/her intent to return.
6. A Category A contract will be issued to certified professional employees filling positions of certified professional employees on leave.
7. Any certified professional employee returning from leave should be placed in his/her former position or comparable assignment. The District will reassign a staff member only after significant consideration of the current assignment and location of the employee. Any reassignment shall be made with the approval of the Superintendent based upon the needs of the District.

SABBATICAL LEAVE OF ABSENCE:

Certified professional employees who have completed four (4) consecutive contract years and achieved continuing contract status, may apply for a one-year unpaid leave of absence.

The Board shall authorize unpaid leaves of absence when it deems such leaves of absence to be reasonable and for good cause. Unpaid leaves of absence shall be granted for the purpose of allowing those certified professional employees to continue professional education and advancement through employment, research, travel, rest, formal education, or other reasons acceptable to the Board.

An employee who has received a full-year leave of absence shall not be eligible for a Sabbatical leave until s/he has worked for the District for an additional seven (7) years.

For all other conditions, see terms and conditions above.

CHILD-REARING LEAVE OF ABSENCE:

Child-rearing leave is an unpaid leave of absence, which may be granted to a certified professional employee for the primary purpose of caring for or rearing an employee's child, whether the child was born to the employee, legally adopted by, or a legal dependent of the employee.

Any staff member in their fourth consecutive contract year may apply for a Child-rearing leave of absence for a period not to exceed either,

- a) The remainder of the current school year, or;
- b) An entire school calendar year.

An employee who has received a full-year leave of absence shall not be eligible for a Child-rearing leave until s/he has worked for the District for an additional four (4) years.

For all other conditions, see terms and conditions above.

ARTICLE VI - EXTRA CURRICULAR SALARIES

The assignment of personnel and the determination of duties for extracurricular activities are the responsibilities of the Board, and will be considered based on the request of the Principal and consistent with Idaho State law. Before making any changes to the structure of the extra-curricular salary schedule, the Board will confer with the Association. The schedule will be updated annually and available at the District Office.

ARTICLE VII- SALARY

- A. The following salary schedule has been adopted for the 2011-2012 school year. All certified professional employees shall receive an increment step as provided by the salary schedule.

2011-2012 CERTIFIED SALARY SCHEDULE

	BA+0	BA+9	BA+18	BA+27	BA+36	MA+0 BA+45	MA+9
1	\$ 39,518	\$ 41,493	\$ 43,470	\$ 45,446	\$ 47,421	\$ 49,398	\$ 51,373
2	\$ 40,703	\$ 42,738	\$ 44,774	\$ 46,809	\$ 48,884	\$ 50,878	\$ 52,914
3	\$ 41,924	\$ 44,021	\$ 46,117	\$ 48,213	\$ 50,309	\$ 52,406	\$ 54,502
4	\$ 43,182	\$ 45,342	\$ 47,501	\$ 49,659	\$ 51,819	\$ 53,978	\$ 56,136
5	<u>\$ 44,479</u>	\$ 46,701	\$ 48,926	\$ 51,149	\$ 53,373	\$ 55,598	\$ 57,821
6	\$ 45,812	<u>\$ 48,103</u>	<u>\$ 50,393</u>	\$ 52,684	\$ 54,974	\$ 57,265	\$ 59,556
7	\$ 47,186	\$ 49,546	\$ 51,905	\$ 54,265	\$ 56,624	\$ 58,982	\$ 61,343
8		\$ 51,033	\$ 53,462	<u>\$ 55,892</u>	<u>\$ 58,323</u>	\$ 60,753	\$ 63,185
9		\$ 52,563	\$ 55,066	\$ 57,568	\$ 60,072	\$ 62,576	\$ 65,078
10			\$ 56,717	\$ 59,297	\$ 61,874	<u>\$ 64,452</u>	<u>\$ 67,031</u>
11				\$ 61,076	\$ 63,730	\$ 66,386	\$ 69,041
12				\$ 62,908	\$ 65,642	\$ 68,377	\$ 71,113
13				\$ 64,794	\$ 67,612	\$ 70,429	\$ 73,245

14	\$ 69,640	\$ 72,542	\$ 75,444
15	\$ 71,728	\$ 74,718	\$ 77,706
16	\$ 73,881	\$ 76,959	\$ 80,038
17		\$ 77,729	\$ 80,838
18		\$ 78,506	\$ 81,647
19		\$ 79,291	\$ 82,463
20		\$ 80,084	\$ 83,288

As noted in the MOU for 2011-2012, employees reaching step 20 will receive a one (1) year, one-time, 1% increase for the 2011-2012 school year. The amount shall be as follows:

MA+0/BA+45=\$801

MA+9=\$833

These funds were made available through the Education Jobs Fund Program (Public Law No. 111-226, August 10, 2010).

Lines drawn on salary schedule indicate the amount of experience, which can be transferred into the District. Lines 1-16 are 3% step increases. Lines 17-20 are 1% longevity increases.

- B. Hours above the Bachelor's degree will be recognized for credit on the salary schedule if they meet one or more of the following criteria:
 - 1. All upper division and/or graduate level hours submitted on a transcript from an accredited college or university.
 - 2. Lower division courses will be considered on an exceptional basis only by the prior approval of the Superintendent.

- C. For the purpose of initial placement of certified professional employees on the salary schedule 120 or more days during one (1) school year of full-time experience or two (2) years (120 days each year) of half-time experience in schools accredited by any of the acknowledged public school accreditation associations will be interpreted as one (1) year of certified teaching experience. Original transcripts verifying education and letters verifying experience must be on file in the District Office prior to October 15 of the current contract year in order to be considered for placement.

For the purpose of advancement on the salary schedule, one (1) year of teaching experience will be interpreted as 120 or more of the 190 contract days of employment in the District. Original transcripts and a letter requesting review for lateral movement must be on file in the District Office prior to October 15 of the current contract year to be considered.

PERSI Contribution: The District, pursuant to the provisions of [Section 414 \(h\) \(2\) of the Internal Revenue Code](#) of 1954, as amended, shall pay 6.23% of the certified professional employee's contributions which would be payable by the certified professional employee as members of the Public Employee Retirement System under Section [59-1302](#), Idaho Code. Said payments shall be reported as employee contributions to the PERSI and shall be considered to belong to the certified professional employee in case of retirement or separation from the District.

Paragraph C in this Article will not be retroactive.

Hourly pay for certified professional employees: In the event a certified professional employee is requested or required by the Principal to use their prep period to substitute in a classroom when a substitute cannot be found, they will be paid at the rate of \$25.00 per hour.

District level meetings: Any member asked to serve on a district level committee who's after school total meeting time exceeds eighteen (18) hours in any given school year may submit a time card request for compensation at the rate of \$25.00 per hour for further meetings as approved by the District Office.

*Only hours on college or university transcripts shall be accepted.

| Professional Development Individual Account

1. The Board shall provide each certified professional employee a Professional Development Account in the cumulative amount of \$500 per year (not to exceed \$1,000) to be used for pre-approved professional development expenses.
2. Such expenses shall be limited to workshop registrations, college or university credits (required textbooks/supplies for such classes will also be reimbursed), subscriptions to professional journals and memberships, certification fees, mileage reimbursement, meals, and lodging. The Professional Development Account may not be used to purchase classroom/student supplies or Association dues.
3. Professional Development activities should be related to District goals and objectives and/or the certified professional employee's professional activities. These activities must have a direct benefit to the District as well as the employee, and be approved by the building principal and Superintendent. For any professional development request above and beyond the current balance of the individual professional development account, the employee must be willing to share what they learned with other related staff members in a professional setting.
4. Reimbursements and/or payments made by the District shall be made when such certified professional employee verifies expenses. All claims for reimbursement must be submitted to the District Office prior to June 30. The Treasurer shall make reimbursement for claims within thirty (30) working days of receipt.

Workday

All certified professional employees shall report no later than thirty (30) minutes prior to the beginning of the individual's instructional workday (includes prep periods) and thirty (30) minutes after the conclusion of the individual's instructional workday (includes prep periods). Certified professional employees are expected to be in their classroom areas at all times, except during lunch or as school business requires.

Certified professional employees should be available for such conferences, meetings, individual student help, or other assignments as may be reasonably scheduled. Certified professional employees may be required to attend additional professional activities, which involve the entire building staff in excess of the regular instructional workday. The District will make every effort to keep these activities to a reasonable minimum.

During the regular instructional workday, each certified professional employee will be guaranteed a thirty (30) consecutive minute duty free lunch period. In case of an emergency, principals or their designees may require the certified professional employee to interrupt his/her lunch period.

Recognizing the value of planning time, the District will make every effort to schedule regular and adequate planning time for each certified professional employee.

Work Year

The contract shall be 190 days consisting of 185 days designated as work days, and five (5) days designated as paid holidays (Labor Day, Thanksgiving, Christmas Day, New Year's Day and Memorial Day).

ARTICLE VIII - DURATION OF NEGOTIATED CONTRACT

The provisions of this Agreement (Negotiated Contract) shall be in effect July 1, 2011 through June 30, 2012.

The Association must qualify itself as the negotiating partner according to Idaho Code 33-1272, section 17 and notify the Board of its intent to negotiate no later than May 10th. The Association must ratify this agreement no later than June 15th. The Board must ratify this agreement no later than June 22nd. Failure to ratify by set dates could result in the nullification of the agreement.

During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary mutual consent of the parties in written and signed amendment to this Agreement.

Any individual contract between the Board and an individual certified professional 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 contract contains language or terms inconsistent with this Agreement, then this Agreement shall be controlling.

SIGNATURES:



Chairman, Board of Trustees



Blaine County Education Association President

6/1/11

Date Signed

6/1/11

Date Signed

MEMORANDUM OF UNDERSTANDING

BETWEEN BLAINE COUNTY SCHOOL DISTRICT #61 BOARD OF TRUSTEES AND THE BLAINE COUNTY EDUCATION ASSOCIATION

SUBJECT: An agreement on the contract for the 2011-2012 school year was reached between the Blaine County Education Association and the Blaine County School District.

1. Purpose: To outline an agreement made by the Blaine County School District and the teachers of Blaine County School District regarding any major changes in what legally may be negotiated, and to amend the salary schedule for step 20 employees for a one (1) year period.
2. Reference: Blaine County School District Master Contract Agreement Article VII – Salaries.
3. Scope: This MOU will address the agreements between Blaine County Education Associations and the school district #61 Board of Trustees.
4. The Blaine County School District and the Blaine County Education Association agree as follows:
 - a. If by court order, legislative action or some other determination as to the validity of current legislation affecting the contents of a negotiated agreement, during the span of this negotiated agreement the parties will reconvene to negotiate the return of articles moved to board policy from the prior master agreement into an amended master agreement for 2011-2012.
 - b. Employees reaching step 20 will receive a one (1) year, one-time, 1% increase for the 2011-2012 school year. The amount shall be as follows:
MA+0/BA+45=\$801
MA+9=\$833
These funds were made available through the Education Jobs Fund Program (Public Law No. 111-226, August 10, 2010).
 - c. PERSI Choice Plan Contribution ARRA Funds
The district will make a contribution to a PERSI Choice Plan 401(k) account for each classified and certified employee eligible in accordance with provisions of the ARRA (Federal Jobs Ed Bill). Each eligible employee (approximately 477) will receive an equal share of \$388,928 (2/3 of the ARRA funds available) minus the sum of money noted in the MOU (approximately \$94,000) used to fund the one-time 1% addition to the year 20 step on the certified salary schedule. The distributions shall be made in December 2011 based on the 2010-2011 salary schedule, step 20, lanes MA0/BA45 and MA9 only. The Board shall retain the remaining 1/3 of the ARRA funds (\$149,169) to offset the funding of full day kindergarten and pre-school programs. These funds were made available through the Education Jobs Fund Program (Public Law No. 111-226, August 10, 2010).

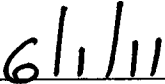
5. MOU will be effective upon signing and will continue until negotiations on the 2012-2013 Master Agreement have been completed.



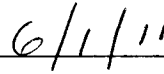
Tryntje Van Slyke, BCEA President



Julie Dahlgren, Board Chair



Date



Date