

AGREEMENT

Between

Post Falls Education Association

And

Board of Trustees

Post Falls School District 273

2023-2024

AGREEMENT

THIS AGREEMENT made and entered into this, 26th Day of July, 2023 by and between the BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 273, Kootenai County, State of Idaho, hereinafter referred to as the “Board”, and the POST FALLS EDUCATION ASSOCIATION, hereinafter referred to as the “PFEA”, WITNESS:

WHEREAS, the Board and the PFEA have met, discussed and reached agreement of those matters contained herein; and

WHEREAS, the Board and the PFEA recognize that the Board has certain powers, discretion and duties that, under the constitution and laws of the State of Idaho, may not be delegated, limited or abrogated by agreement with any party, and

WHEREAS, the Board and the PFEA agree that the best interests of public education will be served by the continuation of a spirit of cooperation between the Board and the Teachers.

NOW, THEREFORE, IT IS HEREBY AGREED:

Table of Contents

Article 1 - Personal Business Leave	Page 3
Article 2 - Sick Leave	Page 3
Article 3 - Sick Leave Bank.....	Page 4
Article 4 - Maternity/Paternity and Adoption Leave	Page 5
Article 5 - Bereavement Leave	Page 6
Article 6 - Professional Leave	Page 6
Article 7 - Certified Regular Professional Employees Leave of Absence	Page 8
Article 8 - PFEA Leave	Page 8
Article 9 - Policy Recommendation	Page 8
Article 10 - Dues Deduction	Page 9
Article 11 - Mileage.....	Page 9
Article 12 - Certified Regular Professional Employee Preparation Time	Page 9
Article 13 - Workday	Page 9
Article 14 - Work Load.....	Page 10
Article 15 - Curriculum Development.....	Page 10
Article 16 - Professional Development.....	Page 10
Article 17 - Grievance Procedure	Page 11
Article 18 - Reduction in Force	Page 11
Article 19 - Conflicts	Page 12
Article 20 - Surveys and Staff Input.....	Page 12
Article 21 - Duration.....	Page 12
Article 22 - Vacancies and Transfers.....	Page 12
Article 23 - School District and Building Budgets.....	Page 13
Article 24 - Professional Recommendations	Page 13
Article 25 – Supervision, Evaluation and Discipline of Certified Staff	Page 13
Article 26 – Abuse of Teacher	Page 14
Article 27 - Certificate of Acceptance	Page 14

APPENDICES

Appendix A (1) - Salary Schedule 2023-2024	Page 15
Appendix A (2) - Provisions of Salary Schedule 2023-2024 School Year	Page 16
Appendix B - Insurance Coverage.....	Page 17
Appendix C - Extra Curricular Salaries.....	Page 18
Memorandum of Understanding –5-Day Week.....	Page 18

ARTICLE 1

PERSONAL BUSINESS LEAVE

Each certified regular professional employee will receive one (1) day of personal business leave with full pay on the second day of each new employment year of regular full time employment.

- A. Certified regular professional employees requesting personal business leave will notify their building principal no later than five (5) days prior to the time the leave will be taken, except that, in case of emergency, this provision can be waived by the building principal.
- B. No more than 15% percent of the certified regular professional employees per building per week will be granted personal business leave, subject to the availability of substitute teachers. No building will be limited to less than two (2) personal days per week. Additional certified regular professional employees may be granted days by the building principal, subject to the availability of substitute teachers. Requests will be processed on a “first come, first served” basis.
- C. No personal business leave will be granted to any certified regular professional employee during the first and last two (2) weeks of school, except that this regulation may be waived by the building principal when in his/her judgment a severe emergency or hardship factor exists in the request.
- D. Each certified regular professional employee will accumulate no more than six (6) days of unused personal leave.
- E. Upon written request from the certified regular professional employee, up to two (2) additional personal business leave days may be granted at the discretion of the Superintendent or his/her designee with the cost of 1/169 of the district minimum certified regular professional salary for each day.
- F. Unused personal business leave days may be cashed in per the following guidelines:
 - 1. No more than three (3) days per year may be cashed in.
 - 2. Reimbursement will be made at 1/169 of the district minimum certified regular professional salary for each personal day cashed in. For example, for 2023 – 2024 school year, the reimbursement is set at \$272.19 per day.
 - 3. Written request for payment for unused personal business leave can be made to the District payroll department at any time before June 10. Payment will be made in the June paycheck.
 - 4. In the event that an employee carries more than four (4) personal days into May 25, they will automatically be reimbursed under the provisions of F.2 above.
- G. The District will provide a monthly account of the employee’s personal business leave balances and usages, via employee account access of the District’s business accounting software (Skyward).
- H. One additional personal day will be added in the following year if a certified regular professional employee does not use more than one (1) sick leave day during the school year.

ARTICLE 2

SICK LEAVE

Each certified regular professional employee will be credited with ten (10) days of sick leave on the second day of each new employment year of regular full-time employment. Sick leave is to be used for absences caused by personal or family illness. Each certified regular professional employee is entitled to the number of unused sick days that he/she has accumulated. Sick leave days used will come from those days accumulated prior to July 1, if the certified regular professional employee had accumulated days prior to that date. The District will provide a monthly account of the employee’s personal sick leave balances and usages, via employee account access of the District’s business accounting software (Skyward). The district may request a doctor’s note in cases where there is a reasonable suspicion of malingering or false claims of illness.

ARTICLE 3
SICK LEAVE BANK

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

1. **PURPOSE:** The purpose of the Sick Leave Bank will be to provide certified regular professional employees who are members of the bank with additional sick leave days needed to recover from personal catastrophic* illnesses which cause absence from work and loss of all accumulated personal sick leave. The bank will not be used as a reserve for time lost due to short-term illnesses which would normally be covered by the certified regular professional employee's accumulated sick leave, nor from time lost due to illness in the family, bereavement, or purposes other than personal illness except as stated in Item #8 (Extenuating Circumstances) below.

2. **ADMINISTRATION:** The Sick Leave Bank will be administered by the Sick Leave Council in conformance with the regulations set forth in this agreement. The Sick Leave Council will be composed of two people appointed by the School Board, two PFEA members, and a fifth person chosen by the other four. The council should elect a chairperson. Council terms will run for the length of the school year.

Responsibilities - The committee will have the following authority:

- A. review applications from the members,
- B. make grants from the bank,
- C. determine if the annual membership contribution should be made, and
- D. use its discretionary power to protect both the integrity of the bank and the rights of its members.

3. **ELIGIBILITY FOR MEMBERSHIP:** Membership in the Sick Leave Bank will be extended to any certified regular professional employee of the school District.

4. **MEMBERSHIP:** Each certified regular professional employee of the District covered by this contract may participate in the Sick Leave Bank. To participate, each certified regular professional employee will contribute one of his/her earned sick leave days as determined by the Sick Leave Council. Sick leave days thus contributed will be deducted from the individual's annual sick leave entitlement. The contributed sick leave days will form a fund of sick leave days that will be available to all eligible participating Sick Leave Bank members upon recommendation of the Sick Leave Council.

5. **CAPACITY:** The Sick Leave Bank will accumulate the contributed sick leave bank days from year to year. Upon the determination by the Sick Leave Council that sufficient sick leave days are accumulated to cover foreseen needs, the Sick Leave Council may elect to waive the contribution of one day of sick leave by continuing members. In this case, members from the immediate prior year would continue membership with no additional contribution, while new members will still be required to contribute a sick day.

6. **WITHDRAWAL:** In order to insure that one certified regular professional employee does not deplete the bank at the expense of other certified regular professional employees who may later apply, with equally or more serious circumstances, no certified regular professional employee will be granted more than 90 days at any one time or for any single circumstance. No certified regular professional employee will be granted more than 180 days total in any consecutive four (4) year period.

7. **EMPLOYEE USE OF BANK:** The certified professional employee, or the PFEA President, when the certified regular professional employee is physically incapable, will file FORM 2, APPLICATION FORM FOR SICK LEAVE BANK DAYS, with the District Office so that it can be confirmed that the certified regular professional employee will use all of his/her accumulated personal sick leave making him/her eligible to apply for use of Bank days.

Criteria:

- A. The member must have used all accumulated sick leave.
- B. The member must have used all personal leave.

- C. The member must not be eligible for lost time compensation under Workers' Compensation.
- D. The member must present the committee with an American Medical Association recognized medical physician's statement of illness/injury verifying that an injury or an AMA recognized illness exists which is debilitating and prevents the member from performing the duties of his/her job and other documentation as required by the committee.
- E. A certified member that is in their first year of employment with the Post Falls School District is eligible to access the Sick Leave Bank unless there is a diagnosed preexisting condition prior to employment which directly relates to or impacts the condition for which leave is being applied.

* Webster's Third New International Dictionary defines "Catastrophe" as "a momentous tragic usually sudden event marked by effects ranging from extreme misfortune to utter overthrow or ruin."

The certified regular professional employee, or the PFEA President, when the certified regular professional employee is physically incapable, will be required to file with the District Office FORM 3, DOCTOR FORM, to protect the District against malingering or false claims of illness as provided by Idaho Code §§ 33-1216 and 33-1218. The District Office will forward FORMS 2 and 3 to the chairperson of the Sick Leave Council.

The Sick Leave Council will give full consideration to all requests for use of the bank and will make final approval or disapproval of any request in full or part on FORM 4, APPROVAL AND TRANSFER FORM, within eight (8) working days of receipt of FORMS 2 and 3. (Fill out FORM 4 in duplicate; one copy to certified regular professional employee and one copy to District Office.)

If the certified regular professional employee's request is approved, transfer of the approved number of days from the bank to the certified regular professional employee will be made so that the transfer is reflected in the next available payroll disbursement.

In the event of a disagreement between a member and the Sick Leave Council as to whether or not a specific disability qualifies the member for a bank grant, the committee may require the member to submit to an examination by an AMA approved medical physician chosen and paid for by the District. The results of such an examination will be submitted to the committee for its consideration in making a final determination of the application for a grant. If the committee deems it necessary, it will require proof of illness or injury at the time of application and from time to time after a grant has been made.

If a certified regular professional employee requires additional sick leave time after the certified professional employee's accumulated sick leave, personal days, and days granted by the Sick Leave Bank have been depleted, the Sick Leave Council may grant up to 40 additional days, for which the certified professional employee will be charged substitute wages.

8. EXTENUATING CIRCUMSTANCES: Once a certified regular professional employee's personal sick leave is depleted, and a catastrophic illness or injury of immediate family (spouse, children) requires the certified regular professional employee to be at home, the certified regular professional employee will be eligible for up to forty (40) days of sick leave, upon the approval of the Sick Leave Council. After forty (40) days, the regular professional employee will be charged substitute wages if additional time is needed up to forty (40) additional days.

ARTICLE 4

MATERNITY/PATERNITY AND ADOPTION LEAVE

The purpose of maternity/paternity leave is to provide a uniform benefit assisting parents with the care of an infant* baby or *newly* adopted child.

A certified regular professional employee who is pregnant may work as long as permitted by the attending physician prior to delivery.

The certified regular professional employee, upon return, will be placed in the position that they vacated and will be placed on the appropriate step on the salary schedule with no loss of accrued benefits.

If a certified regular professional employee leaves and returns from leave on or during the same school year, then the issue of steps on the salary schedule will be interpreted as the same as if the affected certified regular professional employee has been present all year.

The certified regular professional employee may take leave to stay home with an infant or newly adopted child for a period not to exceed forty-eight (48) consecutive contracted work days** or 12 consecutive contracted weeks (whichever the employee chooses) during the first year after the child's birth or adoption. The certified regular professional employee will use accumulated sick leave or incur a salary deduction at the same rate as the substitute rate for each contracted work day. The employee will lose no rights or benefits while on maternity/paternity leave.

In some cases, it may be beneficial to the certified regular professional employee, District, and students to make an exception to the consecutive contracted work days clause above. Upon District approval, other arrangements might be possible, including the taking of half days of leave, or splitting the leave periods to maintain student contact and relationship. It is understood that in no case shall any amended leave terms be taken outside the window of forty-eight (48) continuous contracted work days or 12 consecutive contracted weeks as defined above.

Maternity/paternity leave may be used by a certified employee after the completion of at least two consecutive contracted years of service in the Post Falls School District.

*Webster's New Third International Dictionary defines an infant as "a child in the first year of life".

**Contracted work days are defined as the total number of contracted days delineated on each certificated employee's employment contract. These contracted days include work days, exchange days, holidays, conference days, in-service days, emergency closure days and days that students are attending school.

ARTICLE 5

BEREAVEMENT LEAVE

Following the death of a family member, employees may, based on personal need and supervisor's approval, be granted five days contiguous leave without loss of pay. Employees will submit a request for leave within two (2) weeks of the death of their immediate family member, with the understanding that the leave will be taken within one (1) calendar year of the death.

Death or bereavement leave is non-cumulative.

The "Employee's Family" is defined as an individual with any of the following relationships to the employee:

1. Spouse, and parents thereof;
2. Children, and spouses thereof;
3. Parents, and spouses thereof;
4. Siblings, and spouses thereof;
5. Grandparents and Grandchildren, and spouses thereof;
6. Relative residents/domestic partner and parents thereof; of the same household.

ARTICLE 6

PROFESSIONAL DEVELOPMENT LEAVE AND LEADERSHIP LEAVE

One hundred twenty (120) days of professional development leave and fifteen (15) days of leadership leave per year with full pay will be granted by the Post Falls School District to the certified regular professional employees of the entire District to attend professional meetings. Professional development leave must be related to the area of the employee assignment of the certified regular professional employee requesting professional leave and to Board adopted goals. These are stated in Board Policy 102. For District Mission and Goals go to www.pfsd.com

- Board Policy 102. Professional development leave is intended for participation in activities that are intended to enhance the capacity of the employee. There is an expectation that practical information will be shared with colleagues with similar job assignments.

Leadership leave must be related to a leadership position held in a professional organization related to the certified regular professional employee's assignment. The District recognizes many employees are leaders in their respective fields, and that leadership contributions have value to the field of education and to their peers. This leave only applies to individuals in leadership positions. Examples include but are not limited to officership in professional organizations, sitting on a Board of Directors, or presenting at a conference.

The provision for one hundred twenty (120) days of professional development leave per year and fifteen (15) days per year of leadership leave is understood to apply to the certified regular professional employees as a whole and not to each certified regular professional employee.

1. A certified regular professional employee requesting professional development or leadership leave will submit his or her request in writing, on the employee absence form prepared by the District, first to the building principal for approval or disapproval and then to the committee designated by the PFEA president for the committee's approval or disapproval. The committee's approval or disapproval will be noted on said form, and then returned to the certified regular professional employee's respective building principal.
2. Said application will be submitted to the committee no later than the 15th day of the previous month for leave the 1st through the 15th of the month that the day is to be used, and the 1st of the month for leave to be used on the 16th through the 31st of the month. Exceptions may be granted at the discretion of the committee.
3. The District may, at the request of the PFEA president, within its discretion, grant additional days of professional development or leadership leave in excess of the total one hundred thirty-five (135) days provided herein. Membership status in the PFEA or any other professional organization is not to be used as a basis for decision making.
4. The District and the PFEA agree professional leave is a money item; therefore, the PFEA's professional leave quota will not be reduced when certified regular professional employees who do not require a substitute attend professional meetings.
5. The term "professional meetings" will not include meetings of the PFEA, Idaho Education Association, National Education Association or affiliate organizations, except in cases where the meeting is a professional development course being delivered by the above-mentioned organizations.
6. The certified regular professional employee will make a brief presentation or report to their building staff at a building staff meeting, department meeting or grade level meeting within a month of attendance at the professional development class or training.
7. In certain circumstances such as substitute teacher shortages, certified regular professional employees will be eligible to be compensated for collaboration or professional development activities outside of the regular work day, following the guidelines above. Compensation will be in the same amount as would have been paid to a substitute, were the activities to be conducted during the regular work day. Upon completion of the said professional development the employee must submit a written summary of the activities to the principal.

Each certified regular professional employee is limited to taking no more than four (4) days of combined professional development and leadership leave per year.

ARTICLE 7

CERTIFIED REGULAR PROFESSIONAL EMPLOYEES LEAVE OF ABSENCE

The Board may grant a leave of absence for one contract year, without pay, for up to five (5) continuing contract certified regular professional employees in the District per year. Such request must have been received in writing by April 10 for any leave to be taken in the following school year. The date of April 10 can be waived by the Superintendent or his/her designee. No more than two (2) certified professional employees will be granted leave of absence from any one building per year unless extenuating circumstances arise which necessitate more than two (2) professional employees being granted leave per building. In such cases, the decision will be left up to the discretion of the Superintendent or his/her designee.

If, by April 10, more than five (5) leave requests have been received, the five requests coming from the certified regular professional employees with the most years of service to Post Falls School District #273 will be honored.

If the leave granted will terminate at the end of a school year, the certified regular professional employee must give written notice to the District of his/her intent to return to the District and the date of the return no later than April 10 immediately preceding the date of termination of the leave. The deadline of April 10 can be waived by the Superintendent or his/her designee. For all other leaves of absence granted pursuant to this article, the certified regular professional employee must give written notice to the District of his/her intent to return to the District and the date of the return at least thirty (30) days prior to the date of return.

The certified regular professional employee will not accrue benefits or seniority. However, if the leave of absence was taken to do educational research or to teach, the staff member upon return will be placed on the sequential step of the salary schedule s/he would have been on had s/he stayed in continuous service to the District.

The certified regular professional employee will be limited to two (2) one-year leaves of absence during his/her service in the Post Falls School District with the above guaranteed reinstatement. Additional leaves of absence will not guarantee reinstatement.

ARTICLE 8

PFEA LEAVE

The Board will provide thirty-six (36) days of PFEA Leave. In addition to the thirty-six (36) days of PFEA Leave, one (1) day per month will be granted to the PFEA President to attend to PFEA business. The PFEA will pay for the cost of substitutes for the leave used.

Leave will be requested by the certified regular professional employees in writing to the Superintendent on the employee absence form a minimum of three (3) working days before the leave is to take effect.

Requests for additional PFEA Leave exceeding the maximum allotment may be made in writing to the Superintendent for approval or disapproval.

ARTICLE 9

POLICY RECOMMENDATION

The president of the PFEA may appear before the Board to make suggested recommendations for policy changes that would be beneficial to the school district after following the procedure outlined in district policy for appearing on the agenda of the Board of Trustees.

Any certified regular professional employee desiring to bring items of business to the Board will submit a Request for Placement on Board of Education Agenda form and present it to the Superintendent of Schools at least one week prior to the Board meeting date.

ARTICLE 10
DUES DEDUCTION

The District Administration Office will process payroll dues deductions for the unified dues of the PFEA, the Idaho Education Association and the National Education Association.

ARTICLE 11
MILEAGE

Each certified regular professional employee who has received written authorization from the Superintendent to use his/her automobile in the performance of his/her official District employment duties will be compensated for each mile driven in compliance with the IRS standard reimbursement rate per mile. Mileage will be claimed and paid monthly.

ARTICLE 12
CERTIFIED REGULAR PROFESSIONAL EMPLOYEE PREPARATION TIME

Each secondary certified regular professional employee will have no less than one (1) class period during the student contact day for a preparation period. The preparation period will be no less than forty-five (45) minutes in length unless there is a shortened school day.

Certified regular professional employees who volunteer to substitute for other teachers who must leave school to escort their extra curricular team/group to a school sponsored extracurricular activity will be paid the teacher hourly rate of pay for each period.

Each elementary certified regular professional employee will have:

- Thirty (30) continuous minutes during each student contact day.
- Thirty (30) minutes before school
 - We recognize there are times when required meetings may interrupt before school preparation time; therefore, additional time is available during elementary recesses when the employee is not performing duty.

The district will make every effort to preserve employee preparation time.

On Fridays when students are not present but certified regular professional employees are working, at least one hour (1 hour) will be granted for a teacher preparation period with the exception of designated parent/teacher conference days.

ARTICLE 13
WORKDAY

The certified regular professional employee's workday will not exceed 8 ¼ hours on student contact days and will not exceed 8 hours on contracted, non-student contact days. Each building administrator will communicate the expected contracted time before and after the instructional day in writing to certified regular professional employees. Exceptions to these times may be necessary due to a conference with parents or administrators or to assist with student needs.

Each certified regular professional employee will have at least thirty (30) uninterrupted minutes for a duty-free lunch period. In the event the certified regular professional employee volunteers for lunch duty, he/she will be paid the teacher hourly rate of pay.

All certified regular professional employees are expected to carry no more than one extra duty/assignment outside contracted hours as assigned by the building principal. Any further request may be denied by the employee without discipline.

ARTICLE 14

WORK LOAD

The following are recommended maximum class sizes for Post Falls School District:

K-1	23 per class
2	25 per class
3	26 per class
4-5	29 per class
6	30 per class
6-8	50 per class for Music, Choir, Band and P.E. per teacher
7-8	32 per class
7-12	160 per day
7-12	155 per day for core classes Science, English, Math, Social Studies Only
7 – 12	200 per day for Choir and Band Only

No single classroom should exceed the above recommended class sizes for the Post Falls School District. Special considerations for class size will be given regarding student and staff safety, and space issues.

Regular general education elementary (Kindergarten through 5th grade) classrooms that contain two or more grades will not exceed a number that is five less than the maximum enrollment allowed for the lowest grade included in the combination classroom.

In the event the above class size is exceeded for a time period of seven (7) school days, the PFEA faculty representative(s), the teacher(s) involved, and the building administrator will meet within five (5) school days to consider methods of resolving the problems which result.

Methods to be considered by the District may include, but not be limited to, employment of additional teachers, change of attendance center boundaries and/or the shuttling of students between buildings or the hiring of paraprofessional aide time to assist in affected classrooms. If no qualified para-professional is hired after 3 weeks, the certified professional employee will be compensated at the rate of \$100 per month per child over the recommended class size.

Within five (5) school days of the meeting, a report of the results of the discussion and suggested resolution(s) will be forwarded to the Superintendent and president of the PFEA for action within seven (7) school days.

Caseloads for special education teachers, school psychologists, behavior specialists, SLPs, OTs, and PTs will be closely monitored by the District.

ARTICLE 15

CURRICULUM DEVELOPMENT

The parties acknowledge that the Board has the duty and responsibility to adopt and implement the District curriculum. The certified regular professional employees agree to assist the Board and the administration in developing and maintaining a coordinated District-wide curriculum. The Board will continue to administer the curriculum development policy.

ARTICLE 16

PROFESSIONAL DEVELOPMENT

The District will continue to administer Board Policy regarding professional development. To access Board Policy go to www.pfsd.com – Board Policy 402.13.

Staff holding a Residency Certificate shall be provided mentoring as outlined in Idaho Code 33-1201 (A).

Professional development provided shall include but not be limited to District provided professional development, Association offered professional development, mentoring, and collegial support.

All certificated professional employees are expected to participate in the professional development offered on contracted, non-student contact days regardless of part-time or full-time employment status. Part-time employees will be paid at a rate of \$35/hour for time over their contracted FTE for these days.

ARTICLE 17

GRIEVANCE PROCEDURE

The Board recognizes that problems arise from time to time and that constructive and equitable solutions to them are necessary to the welfare of all persons concerned. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise.

DEFINITIONS

1. Grievance: A written allegation of a violation of school district policy Series 400.
2. Grievant: Any certified regular professional employee of the Post Falls School District No. 273.
3. Days: The term "days" will be working days.

PROCEDURE

1. The grievant will present the grievance in writing to the grievant's principal within ten (10) working days after occurrence of the grievance. If circumstances beyond the control of the grievant warrant an extension of time, the principal may extend the time but not to exceed additional ten (10) days. The principal shall present a written decision to the grievant on the grievance within five (5) days after receiving the grievance.
2. If the grievant is not satisfied with the decision of his/her grievance at Step 1, or if no decision has been presented within five (5) days, the grievant may present the grievance in writing to the Superintendent or the Superintendent's designee. Such filing must be made within five (5) days after the decision from Step 1 or expiration of five (5) days from the date the grievance was submitted to the principal at Step 1. The Superintendent or Superintendent's designee shall present a written decision to the grievant on the grievance within seven (7) days after receiving the grievance.
3. If the grievant is not satisfied with the response of the Superintendent or the Superintendent's designee, the grievant may request a review of the grievance by a hearing panel but must do so within ten (10) working days from the date of the Superintendent or Superintendent's designee's decision, or the date such decision was due if not given. The panel will consist of three (3) persons, one (1) designated by the Superintendent, one (1) designated by the grievant, and one (1) agreed upon by the two appointed members for the purpose of reviewing the appeal. There shall be no new testimony or evidence, and the review shall be on the basis of the record at Step 1 and Step 2. Within ten (10) working days following completion of the review, the panel will submit its decision in writing to the grievant, the Superintendent and the Board of Trustees. The panel's decision will be final and conclusive resolution of the grievance unless the Board of Trustees overturns the panel's decision by resolution at the Board of Trustees' next regularly scheduled meeting, which resolution shall then be final with no right of further appeal.
4. There shall be no reprisal of any kind against the grievant for reasons of his/her participation in the grievance process.

ARTICLE 18

REDUCTION IN FORCE

In the event the Board anticipates a reduction in employment in certified regular professional employees due to financial condition, decreased enrollment or other condition, the following procedures will be used. Layoffs will begin with the person with the least qualifications. Qualifications include:

- Certification
- Number of endorsements
- National Board Certification
- Highest degree held
- Additional credits
- Training/In-service provider
- Mentoring
- Seniority

If a certified regular professional employee's position is eliminated, the certified regular professional employee will be considered for retention by the District in a program for which the certified regular professional employee is qualified.

Notification in writing of a layoff will be given to each certified regular professional employee in accordance with provisions of Idaho law then in effect.

It is the responsibility of all certified regular professional employees who desire to be reemployed with the district to keep the District Administrative Office informed of their current mailing address, place of residence and telephone number.

The District will make a good faith attempt to utilize personnel whose jobs were lost due to a district financial problem as substitutes on a first priority basis.

If an individual that loses their job due to a district financial problem is called back to work, they will return to the district with the full rights to participate in the retirement program, received accrued sick leave and salary increments held on the date of being laid off.

ARTICLE 19 **CONFLICTS**

Should any article(s) or section(s) of this Agreement be found to be in conflict with either existing Idaho law or any law enacted after the ratification of this Agreement, said article(s) or section(s) will be deemed invalid. Such article(s) or section(s) of the Agreement which do not conflict with such laws will be valid and binding upon the parties to the Agreement for the life of the Agreement.

ARTICLE 20 **SURVEYS AND STAFF INPUT**

The District will survey the certified regular professional employees prior to April 30 of each year to determine their needs and preferences for in-service training. These needs and preferences will form the basis of each year's District-sponsored in-service program.

The District agrees to conduct an annual staff survey regarding the performance of building principals, assistant principals, and others who evaluate teachers. The district will consider input provided by the leadership of PFEA regarding the content of the survey questions.

PFEA representative(s) and building administrator(s) may meet on an ongoing basis to promote communication and collaboration.

ARTICLE 21 **DURATION**

This agreement will be effective for the 2023 – 2024 school year.

ARTICLE 22 **VACANCIES AND TRANSFERS**

All vacancies will be posted in all school buildings using the standard District posting notice.

All qualified, certified regular professional employees will be given the opportunity to apply in accordance with the posting notice and no position will be filled until all properly submitted applications have been considered.

Any certified regular professional employee who desires to transfer to another building will fill out the district transfer request form and submit to the Assistant Superintendent not later than April 10 of each school year. Only Category 3 and continuing contract teachers will be eligible for a transfer. No teacher who has been on professional assistance or probation during the past two years will be eligible to request a transfer. The district will attempt, in good faith, to grant all transfer requests when the qualifications align with the building needs.

Vacancies will be filled on the basis of the qualifications, job performance and experience of the applicant and when these and other relevant factors are equal, length of time in the District will be considered.

Any certified regular professional employee who receives a change in teaching assignment will be notified and will be released by the Board of Trustees from his/her contract if he/she so requests. The certified regular professional employee will, in writing, make such request for release from the contract to the Superintendent within ten (10) working days of receiving the change in assignment notification.

When transfers between buildings are deemed necessary by the District administration resulting from fluctuating enrollment or other factors including the opening of new schools, the District administration will make a good faith effort to notify all qualified, certified professional employees of the opportunity to volunteer for such transfers. When a new school is opened, no more than 50% of certified professional employees shall be able to transfer from any one school to any other school.

When involuntary transfers are necessary, years of experience with the District will be considered when the experience, qualifications of the applicant and all other factors are equal.

ARTICLE 23

SCHOOL DISTRICT AND BUILDING BUDGETS

The PFEA president or the president's designee will be given the opportunity to provide input in the process of determining priorities for the school district budget.

Each school will establish a committee of certified regular professional employees to participate and be responsible for site-based budget prioritizing, preparation and facilitation. The committee will be mutually selected by the principal and the certified regular professional employees. Certified regular professional employees will have the opportunity to make recommendations for supplies for the coming year.

ARTICLE 24

PROFESSIONAL RECOMMENDATIONS

Prior to making any decision which alters the recommendation of a certified regular professional employee regarding grading, retention and/or promotion of students, a building principal or member of the administration will study the records, ascertaining the factors involved, and consult with the professional employee if available.

If the certified regular professional employee does not agree with the principal's decision to alter a certified regular professional employee's recommendation regarding grading, retention and/or promotion of students, the principal will sign a statement indicating the principal changed the certified regular professional employee's recommendation. Such statements will be placed in the student's permanent record with a copy to the certified regular professional employee.

No employee will be reduced in rank or compensation, non-renewed, dismissed or terminated without just cause.

ARTICLE 25

SUPERVISION, EVALUATION AND DISCIPLINE OF CERTIFIED STAFF

Post Falls School District fully complies with Board Policy and Idaho Code related to the supervision, evaluation and discipline of certified regular professional employees. To access Idaho Code go to www.legislature.idaho.gov – Idaho Code 33- 513-515. To access Board Policy go to www.pfsd.com – Board Policy 402.14 and 402.14a.

The Association and District understand the need for collaboration, resources, and best practices to ensure adequate support is provided to all instructional and pupil service staff. In addition to following Idaho Code 33-1004 (A-E), Idaho Code 33-1001, and Idaho Code 33-2101 (A), the Association and District shall collaborate to provide support to staff.

The certified employee may at any time request a performance review with the building administrator.

In the event that the certified employee has performance issues cited on his/her evaluation, the employee shall be entitled to have a representative present during the discussion of the evaluation and may submit a written rebuttal which shall be kept in the employee's personnel file.

For those certified regular professional employees on continuing contracts, any discipline and/or discharge actions shall be made in accordance with school district policy and Idaho Code.

POSSIBLE SUSPENSION

If an alleged violation of Idaho Code 33 513-515 or Board Policy could result in suspension, the certified employee will be given the opportunity to review the alleged violation, discuss it with his/her direct supervisor and provide a verbal and/or written narrative response.

Upon completion of the investigation of the alleged violation the certified employee will be provided the findings and the recommendations. The employee shall be entitled to have a representative present and may submit a written rebuttal which shall be kept in the employee's personnel file.

Dismissal and discipline of employees shall be pursuant to Board Policy and Idaho Code, and shall follow due process.

ARTICLE 26

ABUSE OF TEACHER

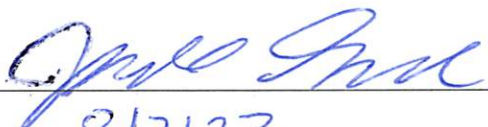
Post Falls School District fully complies with Idaho Code (including but not limited to 18-916) and Post Falls School District Policy 206.3 related to the abuse of a teacher. To access Board Policy go to www.pfsd.com – Board Policy 206.3.

ARTICLE 27

CERTIFICATE OF ACCEPTANCE

The signatures of this instrument indicate the ratification by the membership of the PFEA and the Board of Trustees of School District No. 273.

PFEA

By: 

Date: 8/7/23

Board of Trustees

School District No. 273

By: 

Date: 7/26/23

APPENDIX A (1)

Post Falls School District #273 Certified Teacher Salary Schedule 2023 – 2024 School Year

STEP	BA	BA+12	BA+24	BA+36	BA+48	BA+60	MA	MA+12	MA+24
1	46,000	46,000	46,000	46,000	46,000	47,425	49,500	49,500	50,925
2	46,000	46,000	46,000	46,000	46,709	48,947	49,500	50,209	52,447
3	46,000	46,000	46,000	46,000	48,231	50,468	49,500	51,731	53,968
4	46,000	46,000	46,000	47,515	49,752	51,989	51,015	53,252	55,489
5	46,000	46,000	46,353	49,036	51,273	53,511	52,536	54,773	57,011
6	46,000	46,000	47,874	50,558	52,795	55,031	54,058	56,295	58,531
7	46,000	47,159	49,396	52,079	54,316	56,552	55,579	57,816	60,052
8	46,443	48,680	50,917	53,600	55,837	58,073	57,100	59,337	61,573
9	47,964	50,201	52,438	55,121	57,359	59,595	58,621	60,859	63,095
10	49,485	51,722	53,960	56,643	58,880	61,116	60,143	62,380	64,616
11	51,007	53,244	55,481	58,106	60,386	62,646	61,606	63,886	66,146
12	52,528	54,765	57,002	60,504	62,856	65,215	64,004	66,356	68,715
13				63,000	65,437	67,871	66,500	68,937	71,371
14				65,606	68,125	70,645	69,106	71,625	74,145
15				67,431	70,301	73,304	70,931	73,801	76,804
20				68,146	71,016	74,020	71,646	74,516	77,520
25				68,862	71,733	74,736	72,362	75,233	78,236

The salary schedule is calculated on a base salary of \$35,794 for the 2023-2024 school year with a minimum salary of \$46,000. The duration of the 2023-2024 school year shall consist of 169 days. Only State-approved SBA credit will apply to the salary schedule. Masters Degree Stipend: \$3,500 | Doctoral with Masters Degree Stipend: \$3,500 | Doctoral without Masters Degree Stipend: \$7,000.

Note: This proposal includes \$1,075,001 unbudgeted ongoing costs, to be covered from the fund balance in FY24. These costs shall be deducted from any newly allocated revenues in FY25 to prepare a balanced budget.

SLP/OT/PT/BCBA/School Psychs: \$5,000 additional stipend

For school year 2023-2024 only, in the regular November 2023 paycheck, certified instructional and pupil service staff will receive a \$1,000 stipend. This stipend will be distributed to staff based on their FTE. This stipend will be subject to the employee's personal taxes and deductions.

APPENDIX A (2)

PROVISION OF SALARY SCHEDULE 2023-2024 SCHOOL YEAR

1. The salary category is determined by the number of years of service and training of the certified regular professional employee before the opening day of school. The status will be determined by the official transcripts on file in the central office. Grade reports, credit slips, unofficial transcripts, etc. are not acceptable for evaluation. The status of a certified regular professional employee will not be changed after September 15.
2. Criteria:
 - A. To advance one or more training increments, acceptable educationally related 400 level or graduate level credits must be earned subsequent to the BA/BS degree/certification. Evaluation of transcript is required for advancement.
 - B. Lower division courses may be accepted for credit only if prior approval is given by the Superintendent or his/her designee. A rationale must accompany this request indicating the value it will be to the teacher's content area. No more than nine (9) semester hours can be lower division. Approval or disapproval of this request will be given within ten (10) days of receipt of request.
 - C. Any exceptions to the above may be brought to the Superintendent or his/her designee for consideration.
 - D. Credits required to meet the initial requirements for a teaching certificate are not acceptable for an increment step pursuant to Idaho Code 33-1004.
3. A certified regular professional employee will be given experience for up to ten (10) years on the salary schedule for each full year of teaching experience in school districts accredited by an accrediting agency recognized by the State Department of Education. Those teachers who have obtained a Master's degree will be given experience for up to fifteen (15) years on the salary schedule for each full year of teaching experience in school districts accredited by an accrediting agency recognized by the State Department of Education. Teachers returning to the Post Falls School District will be given the experience they earned while in the district.
4. Contracts are not binding on the District until the teacher furnishes a valid teaching certificate.
5. Seven months of continuous contracted teaching in any single year is required to count as a year of experience. Substitute teaching will not count as experience.
6. The District will provide a full increment for those eligible certified regular professional employees who qualify for education advancements.

APPENDIX B

INSURANCE COVERAGE 2023-2024 SCHOOL YEAR

A. Medical Insurance: The insurance carrier for medical benefits will be Blue Cross. Any change in plans or carriers will be subject to the negotiation process. The following is a summary of the District Blue Cross medical insurance plan for the 2023-2024 school year.

Benefit Description		
Plan Type	Blue Cross IBST Driver Plan	Blue Cross IBST Buy Down plan
Deductible	\$750	\$2000
Co-Insurance	80/20	80/20
OOP Max	\$5250 (x2 family)	\$5000 (x2 family)
ER	\$100 then Ded+Coins	\$100 then Ded+Coins
Lab/X-Ray	20% after Ded	20% after Ded
Prescription Benefit		
Preferred Generic	\$10	\$10
Non-Preferred Generic	\$20	\$20
Preferred Brand	\$250 Ded then \$30	\$250 Ded then \$30
Non-Preferred Brand	\$250 Ded then \$50	\$250 Ded then \$50
Preferred Specialty	\$250 Ded then 20%	\$250 Ded then 20%
Non-Preferred Specialty	\$250 Ded then 30%	\$250 Ded then 30%

The District will provide the full cost of a single employee and 70% of the two-party, single plus children and single plus one medical and family medical for the 2023-2024 school year for the driver plan.

The insurance reserve will be held in an account to defray the costs of future insurance increases/options.

B. The District will provide the full cost of a \$50,000 life insurance policy through a vendor of the District's choosing for every employee who works 20 hours a week or more. The District will provide the full cost of an Employee Assistance Program through a vendor of the District's choosing. The costs of these additional benefits will be paid for using the insurance reserve.

C. Dental Insurance: The insurance carrier for dental will be Delta Dental PPO plan. Dental insurance benefits will be paid for the regular professional employee only. Willamette Dental will be offered as an option to Post Falls School District Employees.

D. Part-time Employees: Any certified regular professional employee working less than full-time but working half-time or more will be paid one-half the benefits paid a full-time certified regular professional employee.

APPENDIX C

EXTRA CURRICULAR SALARIES

The district agrees to maintain a record of the constituent job categories in Extra Curricular Employment Categories A-G, to be available upon request in accordance with Post Falls School District Policy 402.6.

CATEGORY A 18.0%	CATEGORY B 15.0%	CATEGORY C 13%	CATEGORY D 11.5%	CATEGORY E 9.0%	CATEGORY F 7.0%	CATEGORY G 4.25%
Head Girls Basketball Head Boys Basketball PFHS Instrumental Head Football PFHS Vocal Head Track Head Wrestling Head Volleyball Head Cheer	Head Baseball Head Tennis Head Golf Head Boys Soccer Head Girls Soccer Head Swim Head Softball Head Cross Country	PFHS Drama JV Baseball JV Boys Basketball JV Girls Basketball JV Cheerleading JV Boys Soccer JV Girls Soccer JV Volleyball JV Softball Dance Coach JV Football JV Tennis JV Wrestling Asst Golf	Asst Track Asst Football Asst Volleyball Asst Wrestling Asst Girls Soccer Asst Boys Soccer Asst Girls Softball Asst Tennis Asst Cross Country Asst Girls Basketball Asst Boys Basketball	Freshman Boys Basketball PFHS Student Council PFHS Yearbook Freshman Volleyball Freshman Girls Basketball Freshman Softball PFHS Student Store	7 th Volleyball 7/8 Wrestling 7/8 Track INEEL Quiz Bowl 8 th Boys Basketball Middle School Cross Country Middle School Asst Wrestling 7 th Girls Basketball 8 th Volleyball 7 th Boys Basketball 8 th Girls Basketball 8 th B Volleyball 7 th B Volleyball	Middle School Band Middle School Vocal PFHS Speech MS Robotics Improve/Comedy

1. Extra-curricular pay will be based on a percentage of the base salary and from one to twelve years' experience.
2. \$70 per year of experience will be paid.
3. Contract base salary reflects the base salary found in Appendix A of the salary schedule. In accordance with Post Falls School District Policy 402.6 (www.pfsd.com), employees rendering extra curricular service shall receive a separate contract outlining compensation. The contract will state extra curricular job titles categories, year of experience, % of base paid, and dollar amounts paid.

MEMORANDUM OF UNDERSTANDING

If the Board chooses to return to a five day a week school schedule for the 2024-2025 school year, the previously agreed upon language from the 2022-2023 negotiated agreement shall be readopted prior to collective bargaining negotiations for the 2024-2025 school year. This clause does not prevent either party from proposing changes in the normal fashion in the negotiations process. This clause only applies to Articles 1, 4, 6, 8, 12, 13, and 16.