

2020-2021 NEGOTIATIONS AGREEMENT

**Weiser School District No. 431
And**

**WEISER EDUCATION ASSOCIATION .
Representative Organization**

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PROCEDURAL AGREEMENT

THIS NEGOTIATIONS AGREEMENT, Made and entered into on this the 26th day of May, 2020 by and between WEISER SCHOOL DISTRICT TRUSTEES, hereinafter referred to as "District" and representatives of the Weiser Education Association, hereinafter referred to as "Representative Organization". This agreement is being negotiated pursuant to the provisions of Sections 33-1271 through 33-1276, Idaho Code.

SECTION I - DEFINITIONS

- A. "Board" or "School Board" shall mean the Board of Trustees of Weiser School District No. 431, Washington County, Idaho
- B. "Representative Organization" means any local district organization duly chosen and selected by a majority of the professional employees as their representative organization for negotiations under this act. For the purposes of this definition, "majority" shall mean one (1) non-administrative certificated professional employee more than fifty percent (50%) or greater of the non-administrative professional employees in the district.
- C. "District" shall mean Weiser School District No. 431
- D. "Professional Employee" shall mean those employees of the District holding teaching certificates, who are under contract to the District for at least one-half day, five days per week. For purposes of the agreement, the Superintendent, Principals, Vice-principals and other personnel in administrative positions will be excluded from the representative group.
- E. "Superintendent" shall mean the Superintendent of Schools for the Weiser School District No. 431.
- F. "Negotiations" means meeting and conferring in good faith by representatives of the local Board of Trustees and the authorized local representative organization of professional employees for the purpose of reaching an agreement upon matters related to compensation of professional employees.
- G. "Compensation: means salary and benefits to the professional employee.
- H. "Benefits" includes employee insurance, leave time and sick leave benefits.

SECTION II - REPRESENTATION

Election of Representative Organization: Upon either party making a request for negotiations, the local education organization, upon board request, shall provide to the district written evidence establishing that the local education organization represents fifty percent (50%) plus one (1) of the professional employees for negotiations. If requested by the board, the local education organization shall establish this representative status on an annual basis, prior to the commencement of negotiations. Accurate records or minutes of the negotiation proceedings shall be kept and made available for public inspection during normal business hours (33-1271).

SECTION III - PROCEDURES

- A. Negotiating Teams: The Board, or designated representatives of the Board, shall meet with representatives designated by the Representative Organization for the purpose of discussion and attempting to reach mutually satisfactory agreements. The individual or individuals selected to negotiate for the professional employees shall be a member of the organization designated to represent the professional employees, and shall be a professional employee of the District. Each team at the negotiations sessions shall consist of not more than three (3) members. Each team shall designate one member as chief spokesman. Only the chief spokesman for each team may negotiate on behalf of his/her party.
- B. Opening Negotiations: Negotiations sessions shall be conducted in locations suitable to both parties and shall be at such times as mutually agreed upon. All negotiation sessions shall be open to the public and notice of such meetings published at the earliest times possible prior to the scheduled meetings (33-1273).
- C. Exchange of Information: Both parties shall furnish each other, upon written request, and at reasonable times, information pertinent to the issue or issues under consideration; provided that all such information shall be considered public record, subject to all relevant disclosure laws (33-1273).
- D. Additional Meetings: Such additional meetings shall be held as the parties may require to reach an understanding on the issue or issues, or until an impasse is reached. All such meetings shall be conducted in open sessions with notice of such meeting published at the earliest possible time prior to the meeting (33-1273).
- E. Consultants: The parties may call upon consultants as outlined in Idaho Statute.
- F. Procedures Upon Agreement: In the event the parties in negotiations agree regarding those issues being negotiated, such agreement shall be placed in writing by the persons who negotiated on behalf of the Board of Trustees and the local education organization. Such written agreement shall be offered for approval and ratification by the local education organization at a meeting on or before June 15. If such written agreement is approved and ratified by the local education organization on or before June 15, it shall thereafter be approved or disapproved by the Board of Trustees at a board meeting held on or before June 22.

All agreements involving employee salary, employee insurance benefits, or any other term that has a direct or indirect financial cost to the district shall have a one (1) year duration of July 1 through June 30 of the ensuing fiscal year. Any item not defined as employee salary, employee insurance benefits, or any other item that does not have a direct or indirect financial cost to the district may have two (2) year duration with a designated start date and end date (33-1275).

SECTION IV - RESOLVING DIFFERENCES

- A. In the event the parties in negotiations are not able to come to an agreement upon items submitted for negotiation a mediator may be appointed (33-1275).
- B. In the event mediation fails to bring agreement on all negotiable issues, the issues that remain in dispute may be submitted to fact finding by request of either party. Within 30 days of their appointment, the fact finder will submit a report to both negotiating parties with their recommendations (33-1275).

SECTION V – SAVINGS CLAUSE

This Agreement is made in full belief by both parties hereto that it is in every respect legal and is the entire Negotiations Agreement between the parties. Furthermore both parties agree that all negotiations were conducted in good faith on those matters specified for negotiation between the School Board and the Representative Organization. If any section, clause or sentence or part of this Agreement or subsequent additions and amendments is for any reason held to be contrary to law or unenforceable in any respect, such a decision shall not affect the remaining provisions of this agreement.

SECTION VI – IMPLEMENTATION, DURATION, AND AMENDMENT

- A. This Negotiations Agreement shall become effective July 1, 2020 through June 30, 2021.
- B. This Agreement will have a one (1) year duration.

SECTION VII—SALARY SCHEDULE, LEAVES, INSURANCE AND PROFESSIONAL IMPROVEMENT

- A. Salary Schedule refer to **Appendix A**.
- B. Leave and Professional Improvement refer to **Appendix B**.
- C. Medical Insurance Benefit: Effective September 1, 2020, each regular, full-time employee shall be eligible for district-paid and approved medical insurance coverage. The amount paid for such medical/ vision insurance shall not exceed *five hundred dollars and no/100's (\$500.00)* per eligible employee per month premiums. ***Refer to addition Vision Insurance Benefit #D below.*
 - **Economy Insurance Plan: \$5,000.00 deductible with HSA benefit. No Healthy Measures program applies to this plan. Maximum OOP for medical/pharmacy is \$5,000.00 per year. Employee may elect, on their own, to contribute to an Health Savings Account administered by American Fidelity. No change to Pharmacy. HSA has a formulary for some prescription medications. These are covered at 100%. A deposit of \$ 18.60 will be made monthly to the employee's Health Savings Account. (See Appendix Ci)**
 - **Standard Insurance Plan: \$1,500.00 deductible. No HSA benefit. More enhanced insurance program. Employee is required to comply with Healthy Measures requirements in order to keep the \$1,500.00 deductible. Maximum OOP for medical is \$5,500.00 per year. Pharmacy is a \$250 deductible per year, with a \$10/30/50 co-pay. Maximum OOP for pharmacy is \$1,000. Employee will be responsible for \$ 70.55 a month premium. (See Appendix Cii)**
- D. Vision Insurance Benefit:
 - Effective September 1, 2020, each regular, full-time employee shall be eligible for district-paid and approved vision insurance coverage. The amount paid for such vision insurance shall not exceed *eight dollars and eighty-five cents (\$ 8.85)* per eligible employee per month for premiums. (See Appendix Ci or Cii)

E. Dental Insurance Benefit:

- Effective September 1, 2020, each regular, full-time employee shall be eligible for district-paid and approved dental insurance coverage. The amount paid for such dental insurance shall not exceed **thirty-seven dollars and fifty-three cents (\$37.53)** per eligible employee per month for premiums. If the employee chooses Delta Dental of Idaho for dental coverage, employee will pay no additional cost for premiums. (See Appendix Ci or Cii)
- Optional Willamette Dental is offered to employees. The employee will be responsible for \$ 8.56 of the premium. (See Appendix Ci or Cii)
- *If the employee elects to not enroll in a dental plan (Delta Dental of Idaho or Willamette Dental), the thirty-seven dollar and fifty-three cents (\$37.53) benefit can be added to the medical/vision benefit to reduce cost of medical/vision to the employee.*

F.

G. Life Insurance Benefit:

- Effective September 1, 2020, each regular, full-time employee shall be eligible for district-paid and approved term life insurance coverage, the amount being twenty thousand dollars (\$20,000.00). The amount paid for such life insurance shall not exceed **three dollars and sixty cents (\$3.60)** per month per eligible employee.
- If the employee or the covered spouse reaches an age shown below, the amount of insurance will be the amount determined from the Schedule of Insurance, multiplied by the appropriate percentage below:

Plan 1 and Plan 2 Life Insurance, AD&D Insurance and Plan 2 Dependents Life Insurance:

Age:	Percentage:
65 through 69	65%
70 through 74	50%
75 or over	35%

H. Dependents Life Insurance Plan:

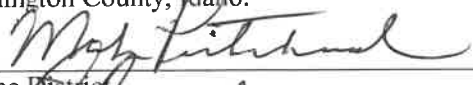
- Each regular full-time employee shall be eligible for district-paid and approved dependent life insurance coverage, the amount being two thousand five hundred dollars (\$2,500.00). The amount paid for such dependent life insurance shall not exceed **fifty cents (\$0.50)** per month per eligible employee.
- *Please refer to Life Insurance Benefit above second paragraph regarding benefits.*

I. American Fidelity Flexible Section 125 "Cafeteria Plan":

- Each regular full-time employee will be offered the Section 125 'Cafeteria Plan' to enhance the fringe benefit package. Under a Section 125 plan, pre-tax dollars are used to purchase benefits. Coverage that is considered under the Section 125 qualified benefits will be clearly defined by the Internal Revenue Code.

SECTION VIII—SIGNATURES

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written at Weiser, Washington County, Idaho.


For the District


For the Representative Organization

Dated 6/1/2020

2020-2021
Salary Schedule
Weiser School District No 431
186 Contract Days

2020-21 Certified Salary Schedule

STEPS	BA	BA+24	MA	MA+24
Residency				
0 - RP1	40000	40500	41500	
1 - RP2	40500	41000	42000	
2 - RP3	41000	41500	42500	
Professional				
3 - P1	42500	43000	44000	45000
4	42700	43700	45700	46700
5	43200	44200	46200	47200
6	43400	44400	46400	47400
7	43600	44600	46600	47600
8	43800	44800	46800	47800
9	44000	45000	47000	48000
10	44200	45200	47200	48200
11	44450	45450	47450	48450
12	44850	45850	47850	48850
13	45250	46250	48250	49250
14	45650	46650	48650	49650
15	46050	47050	49050	50050
16	46450	47450	49450	50450
17	46900	47900	49900	50900
18	47500	48500	50500	51500
19	48100	49100	51100	52100
20	48700	49700	51700	52850

2020 - 21 Salary Schedule Explanatory Notes

- Implement Residency status for certified staff in their first three years (Idaho Code 33 - 1004B)
- Certified staff will be placed on the salary schedule based on their actual years of experience
- Changes in placement based on credits or degrees earned will have to be made by September 15th each year
- All educational increments are included in the salary grid for all certified staff members with less than 21 years experience
- For all staff members with 21 or more years experience - see formula below
- No new staff member will be placed beyond 20 years experience
- Any certificated staff who fails to meet the Professional Rung Performance Criteria (Idaho Code 33 - 1004B) and who does NOT advance on the Career Ladder, will not advance a step on the district Salary Schedule (Not Applicable FY21)

For ALL certified staff with 21 years or more experience:

Add \$500 to the staff member's FY20 Salary
 (*Add an additional stipend of \$500 for a BA+24 and \$1000 for an MA if newly attained after FY 20).

LEAVES & PROFESSIONAL IMPROVEMENT

I. LEAVES

A. Personal Leave:

1. Upon approval of the Superintendent or immediate supervisor, each certificated employee covered by this agreement shall be granted two (2) days of personal leave with full pay during each school year for the purpose of transacting or attending to personal business which requires the employee to be absent during school hours. Personal leave shall not be used later than May 10th except in cases of extenuating circumstances and approved by the Superintendent.
2. Personal days cannot be used immediately preceding or following vacation periods. Personal days cannot be used during parent-teacher conferences or during the first 10 days of school, unless approved by the Superintendent. No more than 10% of the building staff will be allowed personal leave at the same time.
3. All teachers are required to leave lesson plans for substitutes to cover the period of their absence. The lesson plans should be appropriate for the subject and curriculum being taught.
4. Unused personal leave days may accrue and carry forward to a maximum of four days per employee. There will be no compensation for unused personal days.

B. Professional Leave:

- 1) Professional Leave without loss of pay may be granted employees to attend professional meetings or to visit other schools, if such is recommended by the employee's immediate supervisor and approved by the Superintendent. A written request for approval of professional leave must be filed in the Superintendent's office at least one week prior to the requested leave. No professional leave will be authorized during test weeks or parent-teacher conferences.

C. Sick Leave:

- 1) At the beginning of each new employment year, each certified employee shall be entitled to sick leave without loss of pay of one (1) day for each month of service, or major portion thereof as provided for the employment year. Sick leave maximum will be *two hundred and ninety-seven (297) days*. Refer to District Policy Manual for Family and Medical Leave policy.

D. Sick Leave Bank:

- 1) Purpose: All certified employees of Weiser School District No. 431 may participate in the Sick Leave Bank. To participate, each employee shall contribute a prescribed number of his earned sick leave days as determined by this agreement. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating employees upon recommendation of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring illness, extending beyond the employee's accumulated sick leave.
- 2) Areas Covered: Personal illness of the employee or immediate family member (spouse, child, parent, parents of spouse) that would normally result in employee using sick leave days and that can be verified with a doctor's statement
- 3) Membership: Each certified employee shall be responsible for reporting to the district office their intent to be a member of the Sick Leave Bank or their intent not to participate by October 10th of each year. They must also have contributed the prescribed number of earned sick leave days to the Sick Leave Bank.
 - a) Those hired after October 10 have 15 days after their teaching contract starts to sign up for participation in the Sick Leave Bank.
 - b) Days contributed remain the property of the bank.
- 4) Committee: The committee will consist of:
 - a) Two board-appointed members
 - b) Two WEA-appointed members
 - c) A fifth member agreed upon by above mentioned four members
 - d) A chairperson will be elected by the committee

D. Sick Leave Bank (continued):

- 5) The district shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent with the following limitations:
 - a) Each participant must contribute as indicated to remain a member. If, at the beginning of the employment year, the Sick Leave Bank has the maximum of 400 days remaining, the following applies:
 - b) Participants with more than five (5) years experience in the Weiser School District will not be required to contribute one (1) day to the Sick Leave Bank.
 - c) Participants with five (5) years or less Weiser School District experience will contribute at least one (1) day per year to the Sick Leave Bank.
- 6) If, at the beginning of the employment year after all regular contributions have been made, the Sick Leave Bank does not have the maximum of 400 days, the following applies:
 - a) All participants will contribute at least one (1) day per year.
- 7) The maximum number of days in the bank shall not exceed four hundred (400).
- 8) The maximum number of days granted by the Sick Leave Bank Committee for all applicants in one year cannot exceed 200 days per year.

To be eligible for a Sick Leave Bank grant, the certified employee belonging to the Sick Leave Bank must obtain a Sick Leave Bank application form at the district office. The Sick Leave Bank application must be submitted one month prior to the proposed absence or as soon as possible in order for the committee to meet by the fifth of the month to make a decision prior to a payroll period. The certified employee applying must be a member of the Sick Leave Bank and must have used:

- a) All accumulated sick leave and personal leave plus having been out 2 continuous working days in which salary will be/was lost.
- b) The grant will begin with the first day following the above *if* the Sick Leave Bank application has been received and approved by the Sick Leave Bank Committee for anticipated sick leave absences.
- c) Sick Leave Bank members may reapply for additional days.

The committee shall review the application and determine the eligibility of the certified employee. The Sick Leave Bank Committee will respond to each application for a grant in writing within three (3) working days, and in the event the application is denied, will state the reason for such denial. The Committee shall have the authority to make final decisions within the established guidelines as to the disposition of the case.

Bank grants to individual employees will not be carried over from one fiscal year to the next. All sick leave grants will end at the termination of the school year. If an employee does not use all of the days granted by the Sick Leave Bank Committee, the unused days will be returned to the bank. In no case shall an employee be granted more than a total of 120 days from the Sick Leave Bank during employment with the Weiser School District.

If a Disability Insurance Policy, Workman's Compensation or other type of plan or payment pays the employee's salary, the employee will not be eligible to utilize the Sick Leave Bank.

E. Bereavement Leave:

- 1) Upon approval of the Superintendent, certified personnel shall be granted leave of absence, deductible from sick leave, to attend funerals of immediate family (spouse, children, brother, sister, mother, father). The Superintendent's approval of exceptions must be received. IF ALL SICK LEAVE HAS BEEN USED, SALARY OF SUBSTITUTE SHALL BE DEDUCTED.

II. PROFESSIONAL IMPROVEMENT

A. Credit Reimbursement:

1. Each regular, certified employee shall be eligible for a maximum of *one hundred sixty dollars (\$ 160.00)* reimbursement per contract year for approved credits taken during that contract year. Reimbursements are encouraged to be claimed within 90 days of the completion of the course. All claims must include the official transcript and payment receipt. Contract for ensuing year must be signed to receive reimbursement for spring/summer courses.

WEISER SCHOOL DISTRICT #431

ECONOMY PLAN WITH HSA BENEFIT WITH PREVENTATIVE DRUGS INCLUDED

2020-2021 Health, Pharmacy, Vision and Dental

[illegible]

2020-2021 Health, Pharmacy, Vision and Dental

Telehealth Benefit: No deductible; \$ 0.00 co-pay

Employee Option:

139.08
104.55

PLEASE NOTE THE FOLLOWING:

The maximum defined benefit amount is \$ 500 00 Medical premium is \$ 561 70 and Vision \$ 8 85 (cannot be separated)

Dental benefit is \$ 37.53. Dental benefit may be waived & applied toward the medical premium

This includes the Healthy Measures program to help reduce premium increases

**** TO INCLUDE HEALTHY MEASURES OPTION:** Employee to have physician fill out the Health Qualification Form; additionally, employee to complete the Health Assessment Survey on the BCI website.

*Maximum Out of Pocket has been reduced to \$5,500.00.



2020-2021 WEISER SCHOOL DISTRICT #431

AUGUST 2020						
S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER 2020						
S	M	T	W	T	F	S
1	2	3	4	5		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER 2020						
S	M	T	W	T	F	S
1	2	3				
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER 2020						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER 2020						
S	M	T	W	T	F	S
1	2	3	4	5		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY 2021						
S	M	T	W	T	F	S
1	2					
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 13	New Teacher Orientation
August 14-17-18-19	All Staff Contract Days
August 20	First Day of School
September 7	Labor Day—NO SCHOOL
October 23	End of First Quarter (half-day for students)
October 28	Parent Teacher Conferences 5-8 pm (full day of school for students)
October 29	Teacher Work Day 8:30am—12:00pm
October 30	Parent Teacher Conferences 1-4pm 5-8pm
November 25-27	NO SCHOOL
December 22	Thanksgiving Break
December 23-January 1	End of First Semester 1/2 day for students
January 4	Christmas & New Year Holiday
January 5	NO SCHOOL—Workday
January 18	First Day of Second Semester
February 15	NO SCHOOL—Martin Luther King Jr/Human Rights Day
March 12	NO SCHOOL—Presidents Day
March 17	End of Third Quarter (half-day for students)
March 18	Parent Teacher Conferences 5-8 pm
March 19	Teacher Work Day 8:30 am—12:00 pm
March 22-26	Parent Teacher Conferences 1-4 pm 5-8 pm
May 16	NO SCHOOL
May 19	Spring Break
May 20	Graduation
	Last Day of Second Semester 1/2 day for students
	Last Contract Day for Staff

	1st Semester	2nd Semester	Total Days
Teachers	89	92	181+ 5 Holidays
Students	83	88	171*

* Contract Days

Updated: 05/26/2020

FEBRUARY 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2021						
S	M	T	W	T	F	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2021						
S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2021						
S	M	T	W	T	F	S
1	2	3	4	5		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY 2021						
S	M	T	W	T	F	S
1	2	3				
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31