



Parma Education Association
Master Contract and Procedural Agreement
Between the Association
and the Board of Trustees

2016-2017
School Year

TABLE OF CONTENTS

| | | |
|-------------|--|--------|
| Article I | Salary Schedule | 1 |
| Article II | Salary Schedule Enhancement | 1 |
| Article III | Extra-Curricular Salary Schedule | 2 |
| Article IV | Insurances | 2 |
| Article V | Leaves | 3-8 |
| | A. Sick Leave | 3 |
| | B. Sick Leave Bank | 3-5 |
| | C. Bereavement Leave | 5 |
| | D. Family Leave | 5 |
| | E. Personal Leave | 5, 6 |
| | F. Emergency Leave | 6, 7 |
| | G. Professional Leave | 7 |
| | H. Jury Duty Leave | 7 |
| | I. Absences Beyond the Limits | 7 |
| | J. PEA/IEA Related Leave | 7 |
| Article VI | Duration | 7, 8 |
| Article VII | Acceptance | 8 |
| | PROCEDURAL NEGOTIATIONS AGREEMENT | 9-13 |
| | I. Recognition | 9 |
| | II. Scope of Negotiations | 9 |
| | III. Participants | 9, 10 |
| | IV. Commencement of Negotiations | 10, 11 |
| | V. Procedures | 11 |
| | VI. Seating Arrangements | 11 |
| | VII. Mutual Gains Process | 11 |
| | VIII. Participation in Essential Group | 12 |
| | IX. Session Process | 12 |
| | X. Information to the Media and Constituents | 12 |
| | XI. Agreement | 12 |
| | XII. Board Rights | 12, 13 |
| | XIII. Duration | 13 |
| | XIV. Acceptance | 13 |

ATTACHMENT

Sick Leave Bank Form

14, 15

**ARTICLE I
PARMA EDUCATION ASSOCIATION
SALARY SCHEDULE
2016 - 2017**

This is a one year salary agreement for the 2016-2017 school year only.

2016 - 2017 Certified Salary Schedule

| 2016-2017 Career Ladder Placement | 2016-2017 Certified Salary Schedule | 2016-2017 Salary BA + 24 | 2016-2017 Salary MA |
|--|--|---|------------------------------------|
| R1 | \$33,400 | \$34,200 | \$34,800 |
| RP2 | \$34,250 | \$35,050 | \$35,650 |
| RP3 | \$35,117 | \$35,917 | \$36,517 |
| P1 | \$37,249 | \$38,049 | \$38,649 |
| P2 | \$38,758 | \$39,558 | \$40,158 |
| P3 | \$39,576 | \$40,346 | \$40,946 |
| P4 | \$41,113 | \$41,913 | \$42,513 |
| P5 | \$41,961 | \$42,761 | \$43,361 |
| P6 | \$43,591 | \$44,391 | \$44,991 |
| P7 | \$44,503 | \$45,303 | \$45,903 |
| P8 | \$46,201 | \$47,001 | \$47,601 |
| P9 | \$47,183 | \$47,983 | \$48,583 |
| P10 | \$48,763 | \$49,002 | \$49,602 |
| P11 | \$50,592 | \$51,392 | \$51,992 |

**ARTICLE II
SALARY SCHEDULE ENHANCEMENT**

To apply toward the advanced steps, beyond a B.A., course work from an accredited college or university must have been taken after the initial credential was issued.

**ARTICLE III
EXTRA-CURRICULAR SALARY SCHEDULE**

Extracurricular activity compensation will be established according to Policy. The Board of Trustees and the Parma Education Association shall evaluate the success of the procedure.

**ARTICLE IV
INSURANCES**

Parma School District will provide an insurance benefit package for each eligible employee. For Health and Accident coverage the eligible employee is provided the option of choosing a traditional coverage or enrolling in a Health Savings Account (HSA) program. Both options that are offered are established annually by the district Insurance Committee prior to approval of the Negotiations Team. (The term eligible employee is defined by district policy)

Option 1: The traditional package includes the following monthly allocations:

| | |
|---|----------|
| Health and Accident | \$519.70 |
| Dental | 33.28 |
| Life (for each current full-time employee only) | 3.42 |

The difference in the cost of the single rate premium of \$559.70 and the benefit amount of \$519.70 will be shared by the employee paying \$40.00 of the single coverage for health and accident insurance.

Option 2: The HSA package includes the following monthly allocations along with a one-time contribution:

| | |
|---|----------|
| Health and Accident | \$484.40 |
| Dental | 33.28 |
| Life (for each current full-time employee only) | 3.42 |

In addition to the \$484.40 monthly benefit the district will contribute a one-time payment of \$500 for new enrollees to the employee's Health Savings Account by October 15, 2016.

ARTICLE V

LEAVES

Employees may be granted the following temporary leaves of absence with pay during each school year upon written application to the principal or immediate supervisor:

A. Sick Leave

Employees will be credited with nine (9) days of sick leave per year. This sick leave may be cumulative at an unlimited rate. Paid sick leave may be used for absences due to illness, family illness, family leave, accidents, and on-the-job injuries, provided such leave is not in conflict with the law regarding Workmen's Compensation, Idaho Code 33-1216(c).

B. Sick Leave Bank

1. Participating staff shall be:
 - a. Administrators
 - b. Teachers (certified)
2. Sick Leave Bank Committee (SLB) shall be composed of:
 - a. Superintendent (tie breaker)
 - b. One teacher representative from each building (Elem., M.S., H.S.)
 - c. One trustee or appointee

The term of service on the committee shall be for one school year or longer at the discretion of the respective appointing bodies. Should a vacancy occur during the school year, the respective governing board would appoint a new member immediately. The chair of the committee shall be elected by the members of the committee.

The officers of the committee shall be a CHAIR and a SECRETARY. Terms of office shall be for one year and officers may succeed themselves.

3. The committee will be in charge of record keeping. The district clerk will be in charge of financial transaction in the administrative office.
4. For the initial year of participation, each member shall contribute two (2) days of his or her accumulated sick leave to the SLB. Each subsequent year of the SLB's operation, the committee shall determine the number of sick leave days that each participant must contribute in order to maintain participation in the sick leave bank and keep the bank operational. Continuing membership in the Sick Leave Bank is automatic unless a written and signed request for withdrawal is submitted.

5. The criteria to apply to get sick leave days from the SLB are as follows:
 - a. Proof of illness (if committee deems necessary).
 - b. Major illness of participating staff or an immediate family member (spouse/children).
 - c. Accidents of participating staff or an immediate family member (spouse/children).

6. To be eligible to receive sick leave days from the SLB you must:
 - a. Be a member of the SLB
 - b. Have used all available sick leave, bereavement, and personal leave.
 - c. Accept one (1) day salary reduction. Application can be made to the committee for payback (retroactive restoration).
 - d. Exclude normal pregnancy.
 - e. Declare membership within one week of the beginning of school. (New members only)

7. Limits of the SLB:
 - a. Days used cannot be more than the days remaining in the contract year.
 - b. Unused granted SLB days will be returned to the bank.
 - c. SLB grants will not be carried over from one year to the next.
 - d. Grants will be made in blocks of fifteen (15) contract days or less, not to exceed four (4) blocks before the committee may request re-evaluation by a physician.
 - e. If additional days from the SLB are needed application must be made to the SLB committee

8. Application Procedures:
 - a. Application for grants from the bank must be made in writing using the Sick Leave Bank form (see attached A) within thirty (30) days from the date the applicant returns to the District to resume his or her assignment.
 - b. If the employee is incapacitated to such an extent that he/she cannot personally apply for the grant, the applicant's immediate supervisor may apply for the applicant.
 - c. In the event that the illness extends longer than a normal pay period the member can apply to the committee to keep his/her salary from being reduced for that pay period or until a decision has been made on the application.
 - d. The committee will evaluate the request and arrive at a decision within two (2) weeks from the date the completed request is received. The applicant will be notified in writing of the committee's action and, if the request is approved, the number of days will be indicated in the reply. Once approved, the secretary of the SLB committee will keep the

original copy of the SLB form; the district office will keep a copy.

C. Bereavement Leave

Each employee shall be granted bereavement leave with full pay at the time of serious illness and/or death of any relative residing in the employee's household and/or the following family members: (Personal leave and emergency leave can be accessed if needed.)

Up to five (5) days

| | |
|----------|---------------|
| spouse | sister |
| mother | grandchild |
| father | father-in-law |
| son | mother-in-law |
| daughter | stepson |
| brother | stepdaughter |

Up to three (3) days

| | |
|-----------------|-------|
| son-in-law | uncle |
| daughter-in-law | |
| sister-in-law | |
| brother-in-law | |
| grandparent | |
| aunt | |

One day bereavement leave for other relatives or close friends shall be granted with employee paying only the cost of the substitute.

If the deaths of family members or others occur at different times in the same year, the appropriate amount of time shall be granted for each bereavement.

D. Family Leave

Any employee may be granted leave for pregnancy complications or complications with post-pregnancy care (without pay) for up to one (1) year. Application for such family leave is made to the Board by submitting a letter of request through the superintendent's office. The Board's response to the leave request shall be made within thirty (30) days of letter submission. Employee's insurance may be continued if premiums are paid by the employee.

Upon returning from this leave, a teacher shall be reinstated in a position of like pay that meets the employee's certification status, provided such a position exists. The teacher shall retain all seniority, salary and fringe benefits which he or she accrued prior to taking leave.

E. Personal Leave

Personal leave is defined as leave to attend to matters of a personal nature. Such matters need not be disclosed to the principal. Two (2) days personal leave per school year may be allowed employees without

loss of pay. A third personal leave day may be granted with approval of the superintendent and with the employee paying the cost of the substitute. Such leave should be arranged five (5) working days in advance so that no problem arises in obtaining a substitute. The principal may deny personal leave. Personal leave may be taken as either full or half days.

Personal leave requested during parent/teacher conferences or inservice days must be approved by the building principal and the superintendent.

At the end of each school year, employees with 2 or fewer personal days may select one of the following options. Employees with more than 2 days may select 2 of the following options:

1. Substitute pay at daily rate
2. Carry over unused personal leave days to next year. A maximum of 2 days may be carried over for a maximum accumulation of 4 days.
3. Receive a stipend for reimbursement of college credits earned during the school year. \$70 per personal leave day will be paid to the employee. Verification of completion of coursework must be submitted to the district office prior to June 9th.
4. \$70 per personal leave day transferred to a teacher supply account housed in each building. All purchase orders submitted at the building level for use of these funds must be completed by June 9th.
5. \$70 per personal leave day donated in teacher's name to a student body or activity account at the building. (The building principal and secretaries have lists of these accounts. Examples of possible accounts include; Accelerated Reader, Library, Class or Grade accounts, Gifted and Talented, Athletics.)

District will provide a form. Employee needs to complete the form by June 9. If a form is not on file for unused days, the district will default to option 1.

F. Emergency Leave

Emergency leave is defined as leave requiring the absence of an employee as a result of circumstances beyond his/her control. Emergency leave may be granted at the discretion of the principal or immediate supervisor provided the principal or supervisor is apprised of the nature of the emergency and has sufficient information upon which to base a decision. Personal leave must be used when not already scheduled or used. In the

event personal leave has been used, emergency leave up to two (2) days may be granted by the principal or supervisor. Emergency leave request beyond two days shall be reviewed by the Superintendent and the principal and approved or disapproved.

G. Professional Leave

Professional leave shall be defined as an absence from the normal District assignment for the purpose of gaining professional growth through participation in meetings and workshops designed for that purpose. Employees shall make written requests at least one week prior for professional leave without loss of pay and it may be granted at the discretion of the Superintendent or designee.

H. Jury Duty Leave

An employee called for jury duty or subpoenaed as a witness shall be entitled to leave of absence with pay. Jury pay will be remanded to the District.

I. Absences Beyond the Limits

The Board may grant leaves of absence beyond limits contained in this contract with employees paying the cost of the substitute.

J. PEA/IEA Related Leave

Up to 10 days shall be provided for Association leave upon request by the PEA president at least 3 days in advance with PEA paying the cost of the substitute. These days shall be used for the purpose of attending regularly scheduled official meetings of the State Teacher's Association.

ARTICLE VI DURATION

The provisions of this agreement shall become effective as of August 31, 2014 and will continue and remain in full force and effect until August 31, 2015.

- Article V of the Master Contract may be renegotiated on an annual basis (upon recommendation of the insurance committee) without reopening the rest of the contract for negotiations.

- Article I of the Master Contract may be modified to reflect changes in the state salary apportionment for the 2014-2015 contract year.

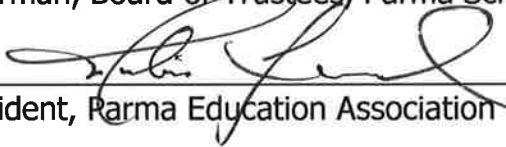
**ARTICLE VII
ACCEPTANCE**

This Agreement is signed on the 18th day of August, 2016.

This Agreement shall be binding on the parties hereto.



Chairman, Board of Trustees, Parma School District #137, Canyon County



President, Parma Education Association

**Parma School District Procedural Agreement for Collaborative
Bargaining**

This agreement is made and entered into in Parma, Canyon County, Idaho by and between PARMA SCHOOL DISTRICT #137 and the PARMA EDUCATION ASSOCIATION.

I. RECOGNITION

The local education organization selected by a majority of the qualifying professional employees shall be the exclusive representative for all professional employees in the district for purposes of negotiations.

Within ten (10) days of the date a request for negotiations is initiated by either the local education organization or the board of trustees or its designee, the local education organization must provide proof that it has been duly chosen by a majority of the professional employees of the district as their representative organization for negotiations.

If the local education organization or entity seeking to be declared the local education organization cannot provide evidence that the majority of the professional employees have chosen and selected it as the representative organization, the district shall have no obligation or authority to enter into negotiations.

II. SCOPE OF NEGOTIATIONS

The District and the local education association agree to negotiate compensation and benefits which includes salary, employee insurance, leave time, and leaves as defined as: (sick leave, professional leave, jury duty leave, family leave, PEA/IEA related leave, personal leave, emergency leave, and bereavement leave), In addition, items mutually agreed to by the district and the association may be discussed in a meet and confer process.

Procedural Format

III. PARTICIPANTS

The participants will be made up of an Essential Group composed of the following:

1. Board Negotiating Members (Represents Board)
2. PEA Negotiating Members (Represents Certified Staff)
3. Facilitator (Keeps group on task, keeps meeting moving in turn if applicable, and focuses group on objectives.)
4. Scribe (Keeps accurate minutes of meetings, distributes them to negotiation members, and keeps track of collective notes.)

There will be no substitution for members of the established committees unless the substitutes have been trained in collaborative bargaining. Training for the negotiating team will be an ongoing process. The essential group may agree to continue the process even if someone cannot attend a meeting. However, no final package can be reached without Essential Group consensus. If a flaw develops in the process, there is an option to change, with Essential Group consensus.

IV. COMMENCEMENT OF NEGOTIATIONS

The local education organization selected by a majority of the qualifying professional employees shall be the exclusive representative for all professional employees in the district for purposes of negotiations.

Within ten (10) days of the date a request for negotiations is initiated by either the local education organization or the board of trustees or its designee, the local education organization must provide proof that it has been duly chosen by a majority of the professional employees of the district as their representative organization for negotiation.

A request for negotiations may be initiated by either the local education organization or entity seeking to be designated the local education organization, or the board of trustees. Should there be no entity that qualifies as a local education organization by May 10, the board has no obligation or authority to negotiate, and may establish compensation for professional employees for the ensuing school year as it deems appropriate.

V. PROCEDURES

Negotiations shall be conducted under the following guidelines and rules. These guidelines and rules may be modified by mutual consent of both parties:

1. Both parties agree to meet at reasonable times and places and to negotiate in a good-faith effort to reach agreement. Meetings shall be scheduled by mutual consent.
2. Emergency negotiations may be initiated by mutual consent of both parties.
3. Any negotiation session may be recessed for the purpose of caucusing, at the request of either team. Caucuses shall last no more than 15 minutes.

4. The District agrees to furnish, upon request, such information requested for developing intelligent, feasible and constructive proposals on behalf of teachers. The PEA will pay 10¢ per copy.
5. Both teams shall establish the fact that they have the power and authority to consider proposals, counterproposals and to reach tentative agreement.
6. Tentative agreements will be approved by each team member.
7. Accurate minutes of the proceedings shall be kept by the scribe. Minutes of the preceding meeting shall be distributed to both teams two (2) days prior to the next meeting. Both sides will approve the minutes as read or amended at the beginning of each session.
8. All negotiations sessions will be open.
9. Outside the realm of formal negotiations, year-round meet and confer sessions to improve communications, address questions of concern, and hold preliminary discussions on matters that may or may not be brought to the table in formal negotiation sessions may be held by mutual consent. The meet and confer sessions will consist of at least three (3) members of the PEA, Superintendent, and representatives of the Board.

VI. SEATING ARRANGEMENTS

In order to help maintain a positive collaborative bargaining atmosphere, the essential group will change and alternate seating positions at each meeting, (Board/PEA member) whenever possible. If a flaw develops in the process, there is an option to change with Essential Group consensus.

VII. MUTUAL GAINS PROCESS

The collaborative bargaining process allows the Essential Group to determine consensus without votes and eliminates positioning. Everyone in the group has a voice in the discussion and the decision. The Essential Group must reach a unanimous decision by discussion. The collaborative bargaining process also allows discussion of strengths and weaknesses of each issue. If a flaw develops in the process, there is an option to change with Essential Group consensus.

VIII. PARTICIPATION IN ESSENTIAL GROUP

In collaborative bargaining there is no domination by any member of the group. Everyone contributes in turn, with a pass option. All suggestions are accepted without comment or discussion at this time. The team will make every effort to avoid premature conclusions and positioning. This is also known as brainstorming. During the brainstorming process there will be no commitments, criticism or quitting.

If a flaw develops in the process, there is an option to change with Essential Group consensus.

IX. SESSION PROCESS

- A. The essential group will evaluate the previous year's collaborative bargaining process.
- B. A list of issues will be identified. These issues will then be prioritized by the following method:
 - 1. A brainstorming session will take place.
 - 2. Prioritizing will then take place by consensus.
- C. New items may be brought to the table at any time, but will not be decided upon until a subsequent session. Subsequent collaborative session agendas will be decided by team consensus. If a flaw develops in the process, there is an option to change, with Essential Group consensus.
- D. Essential Group will use the collaborative bargaining process.

X. INFORMATION TO THE MEDIA and CONSTITUENTS

The Essential Group will mutually consent to the content of and the need to release information to the media and constituents.

XI. AGREEMENT

All agreements shall be considered tentative until ratified by both the District and the Association. When substantive agreement is reached on all items, it shall be reduced to writing and submitted for ratification by the District and the Association as soon as possible. When approved by both parties, said agreement shall be signed by the respective president and chairman.

XII. BOARD RIGHTS

The Association recognizes the Board of Trustees as the legally elected representatives of the patrons of the School District and that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred by the courts, the laws of the State of Idaho, and the State Board of Education, provided that those powers, rights, authority and duties shall be

exercised by the Board in conformity with the provisions of this agreement. Further, the Association recognizes the Board is entitled, without negotiations, to take action that may be necessary to carry out its responsibilities due to emergencies or acts of God.

Should any part of this agreement be found to be in conflict with either existing Idaho law or any law hereinafter enacted, said portion of this agreement shall be deemed invalid.

XIII. DURATION

All negotiated agreements or master contracts, by any name or title, shall have a term of July 1 through June 30 of the ensuing fiscal year. The board of trustees shall not have the authority to enter into any agreement negotiated that has any clause or provision which allows for such agreement to be in any force or effect for multiple years or indefinitely, or otherwise does not expire on its own terms on or before June 30 of the ensuing fiscal year.


XIV. ACCEPTANCE

This Agreement is signed on the 18th day of August, 2016.

This Agreement shall be binding on the parties hereto.



Chairman, Board of Trustees, Parma School District #137, Canyon County



President, Parma Education Association

Attachment A:
Certificated Employee Sick Leave Bank Request Form

Last Name _____ First Name _____ MI _____

Street Address _____ City _____ Zip _____

School Building _____ Home Phone _____

Date of this request _____ month/day/year

Date of illness/accident/surgery _____ month/day/year

Last day of work _____ month/day/year

Last date of personal/sick leave _____ month/day/year

Description of illness/accident/surgery related to the request for Sick Leave Bank benefits:

Number of Sick Leave Bank Days granted in previous years: _____

Number of Sick Leave Bank Days granted this year to date: _____

Number of Sick Leave Bank Days currently being requested: _____

Please list the calendared workdays included in this request, i.e. November 29, 30; December 1, 2, 3 etc.

Signature _____ Date _____

Please return this form and the Physician's Statement to:

Sick Leave Bank Secretary

For Committee Use Only

Number of Days Granted _____ Request Denied _____ Date _____

**Certificated Employees Sick Leave Bank
Attending Physician Statement**

Permission to release medical information: **I am requesting benefits from School District 137's Certificated Employees Sick Leave Bank. My signature gives permission for you to provide the information requested on this form.**

Employee Signature _____ Date _____

Name of Physician _____ Telephone _____

Street Address _____ City _____ Zip _____

Dear Physician:

Thank you for taking the time to provide the following information. Your statement will help the Sick Leave Bank Committee determine eligibility for benefits. Your statement should explain in detail your diagnosis, why the applicant is unable to work, and the date he/she can report for work.

Your diagnosis:

Impact on ability to report for work:

Date which applicant can return to work: Month _____ Day _____ Year _____

Physician's Signature _____ Date _____

Please return this form to:
Sick Leave Bank Secretary

From Approved: 28 Apr 10