

NEW PLYMOUTH EDUCATION ASSOCIATION

2016-2017 MASTER CONTRACT and Procedural Agreement

NEW PLYMOUTH EDUCATION ASSOCIATION

MASTER CONTRACT

BETWEEN THE ASSOCIATION AND THE BOARD OF
TRUSTEES

2016-2017
SCHOOL YEAR

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PREAMBLE

THIS AGREEMENT is made and entered into by and between New Plymouth School District No. 372 BOARD OF TRUSTEES (hereinafter called the "Board") and the New Plymouth Education Association (hereinafter called the Representative Organization).

The Board and the Representative Organization recognize that providing a high quality education for the children of New Plymouth is the paramount objective of the school district. The Board and the Representative Organization further recognize that the best interests of Public education will be served by a spirit of free and open exchange of views in determining and resolving matters of mutual concern. In doing this it is understood that:

The Board is elected by the qualified electors of the school district as the governing body of the school district and, as such, possesses all powers delegated to a board of trustees or to a school district by the Constitution and Laws of the State of Idaho, together with the duties imposed thereby. These cannot be negotiated to another person or organization.

The Superintendent is the chief officer of the school district, and as such, administers the affairs and programs of the school district as provided by law and Board policy. He/she is expected to know the problems and thinking of both the teachers and the Board, and to counsel and advise each, and to help them achieve mutual understanding in order to attain a harmonious, effective, high standard educational system within the financial means of the district.

While providing education of the highest possible quality for the pupils of the school district is a shared responsibility, it is recognized that the teachers have a significant role as a result of direct contact with pupils; therefore, the high morale of the teaching staff which depends on the willing services of well qualified teachers who are satisfied with the conditions provided by the Board, is a necessity for the best education of the children.

Attainment of the objectives of the education program conducted in the New Plymouth Public Schools requires mutual understanding and cooperation between the Board and the Representative Organization. To this end, participation in Board meetings, problem solving sessions with the Superintendent, problem solving sessions with the Board and negotiations in good faith between the Board and the Representative Organization with a free and open exchange of views is desirable.

NOW, THEREFORE, The parties agree as follows:

ARTICLE I

PERSONAL LEAVE

Personal leave, with pay, shall be granted at the rate of three (3) days per year for each certificated employee, for any valid reason deemed necessary by the certificated employee.

- Personal leave shall accumulate from year to year to a maximum of ten (10) days.
- Personal leave shall not be deducted from sick leave.
- When an employee accumulates ten (10) personal days, rather than losing remaining personal days for that year, the employee will be reimbursed \$75 for each personal day over ten (10).
- Employees may accumulate an additional personal leave day for any year that the teacher uses no sick days.

The following restrictions shall apply:

- A. Two (2) days written notice of intent to use personal leave will be given to the building principal prior to taking leave.
- B. Emergency personal leave, as determined by the principal and the certificated employee, may be granted without the above restrictions.
- C. Anytime the absences of teachers for personal leave goes beyond twenty percent (20%) of each building's certificated staff, the principal shall have the right to deny personal leave requests.
- D. For each absence over and above granted leave of one contract day of salary shall be deducted.

ARTICLE II

BEREAVEMENT LEAVE

- A. Each employee shall be granted bereavement leave with full pay at the time of death of any relative residing in the employee's household and/or the following family members:

Up to five (5) days	Up to three (3) days	Up to one (1) day
Spouse	Son-in-law	Other close relative
Mother	Daughter-in-law	Close friend
Father	Sister-in-law	
Step Parent	Brother-in-law	
Daughter	Grandparent	
Son		
Siblings		
Father-in-law		
Mother-in-law		

Grandchild

- B. If the deaths of family members or others occur at different times in the same year, an additional five (5) days, three (3) days, or (1) day shall be granted for each bereavement.
- C. The Association has negotiated this bereavement policy in good faith and will encourage its members not to take unfair advantage of it.

ARTICLE III PROFESSIONAL LEAVE

Professional leave, with pay, shall be granted to each teacher at the rate of five days per year, for the purpose of recognized professional improvement.

The following restrictions shall apply:

- A. Two (2) days written notice of intent to use professional leave will be given to the building principal prior to taking leave.
- B. Anytime the absences of teachers for professional leave goes beyond twenty percent (20%) of each building's certificated staff, the principal shall have the right to deny professional leave requests.
- E. For each absence over and above granted leave, one contract day of salary shall be deducted.
- C. Special professional leave, as determined by the principal and the certificated employee, may be granted without the above restrictions.

ARTICLE IV ASSOCIATION LEAVE

- A. The district will allow up to five (5) days for the NPEA to use for Association business.
- B. In the event that NPEA members are elected or appointed to IEA committees, the district will allow up to four (4) additional days.

ARTICLE V EXTENDED LEAVE OF ABSENCE

The board may grant, upon a teacher request, a leave of absence up to one (1) year without pay and a teacher granted such leave shall return to the original position or a comparable position the year following such leave.

The following restrictions shall apply:

- A. Teachers shall have been employees for a minimum of four (4) years before requesting the leave.
- B. A maximum of five percent (5%) of the certificated teaching staff shall be permitted this leave.
- C. Leaves will be granted in the same order that the requests were made.
- D. The Board has negotiated this leave policy in good faith and will seriously consider such leave when requested.

ARTICLE VI SICK LEAVE

- A. Certificated employees shall be entitled to sick leave with full pay at the rate of one (1) day per month worked. Teachers on 188 day contracts shall be entitled to nine (9) days sick leave per year. Sick leave may be used for personal illness or immediate family illness. Immediate family is spouse, child(ren), and parents.
- B. No compensation shall be given for unused sick leave.
- C. There is no limit to the accumulation of sick leave days to be used by staff in the case of absence. Also allow for accumulation of any number of days (i.e. no limit) that may be applied towards retirement/insurance benefits.

ARTICLE VII SICK LEAVE BANK

- A. Each certificated employee of the district covered by this contract 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 the sick leave bank committee. Deposits to the sick leave bank may be made from September 1 to October 15 and from March 1 to April 15 of each year. Sick leave days thus contributed shall be deducted from the individuals sick leave entitlement.
- B. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating employees upon recommendations of the sick leave bank committee for the purpose of alleviating the hardship caused by absence from work necessitated by accumulated sick leave.
- C. When applying to the Sick Leave Bank Committee for sick leave days, each member must give the committee a letter stating the reason for the request of days and the exact amount of days requested, and also show a two-year work history attendance record, which can be obtained from the district office. First or second year employees must also show a work or school history attendance record from their previous employer or college.

- D. In order for a professional employee to be eligible to apply for sick leave benefits from the Sick Leave Bank the employee must be a contributor to the Bank and have been absent from work due to illness, accident, or pregnancy.
- E. For the initial year of operation, each participating employee shall contribute one (1) day of his accumulated sick leave to the sick leave bank. If, during the first year of operation, the number of days contributed shall be insufficient to meet the needs of the bank, the district shall make up the needed balance. Each subsequent year of the bank's operation, the sick leave bank committee shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent. Then number of accumulated sick leave days an employee may contribute to the bank shall be unlimited.
- F. The maximum number of days that can be granted in any one (1) fiscal year will be the remaining number of days an employee is scheduled to work under his current contract. In no case will the granting of leave cause an employee to receive more than his annual salary for that year.
- G. The sick leave bank committee may allow retroactive coverage for the two (2) days on which the employee suffered full salary loss.
- H. Bank grants to individual employees will not be carried over from one (1) fiscal year to another; all such grants will end at the termination of the school year. If a certificated employee does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank. In no case shall an employee be granted more than a total of 180 days from the sick leave bank for one illness or disability during the current or subsequent employment with the district.
- I. The sick leave bank committee shall consist of three (3) members appointed by the Association and the Superintendent, one Principal, and one (1) board member (observer) appointed by the board. The committee shall develop and distribute rules and procedures for the orderly administration of the bank not inconsistent with the terms of this Agreement. The committee shall be responsible for reporting to the district's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the bank and all other information necessary for the employee's records. A list of all current members and the number of total days in the sick leave bank shall be kept on file in the District Office, and an updated copy given to the Association November 1 and May 1 of each year.
- J. An employee will contribute a total of three (3) days, one each year for three years to stay an active member. The individual will not be asked to contribute again unless the accumulated sick leave in the bank drops below three hundred days (300). The sick leave bank committee will then ask all members to contribute a specific number of days to bring the total above three hundred (300) days. These contributions must be made during the regular deposit periods as set forth in Section A. Any member not contributing will become ineligible to receive sick leave bank days until they have contributed the requested days.
- K. A sick leave bank member will need to use all accumulated leave before asking for days from the bank.
- L. Family sick leave days do not come from the sick leave bank. They will come from your personal sick days, unless the sick leave committee deems the request a catastrophic, immediate family (spouse, child, or parents), illness or accident.

ARTICLE VIII FRINGE BENEFITS

- A. The Board shall provide the following fringe benefits for all certificated employees: Member Health, Member Life (\$50,000) and Member Dental.
 - a. Set defined benefit of \$404/month for employees for health insurance, dental, vision, and life insurance. Employee will be responsible for the balance of the cost of the premium. The actual plans to be purchased will be determined through negotiations.
- B. Employees who work twenty (20) hours per week or more (or half-time or more, or the equivalent) will receive full benefits. Those who are employed for less time will not be entitled to any benefits.
- C. Should the employee choose optional benefits the employee shall authorize a voluntary salary reduction to pay the excess.
- D. The optional programs available shall be:
 - a. Member plus one health
 - b. Family health
 - c. Member plus one dental
 - d. Family dental
 - e. Salary protection (disability)
 - f. Family and dependent life*
 - g. Cancer insurance
 - h. Intensive care insurance
- E. Carriers and plans shall be mutually determined by the District and the Association. The NPEA will notify their members of the changes. The district is allowed to “buy down” insurance premiums with no change to employee benefits.
 - a. A Blue Cross PPO insurance plan will be provided employees by New Plymouth School District with a \$3,000 deductible, \$30/\$60 Copay per office visit, 70/30 coinsurance, \$1,500 Out of Pocket, prescription drug card of \$15/\$30/\$45 with \$3000 annual non-generic cap, mail order matches the prescription card.
 - b. Keep the current dental coverage (Blue Cross).
 - c. Keep the current life insurance coverage (\$50,000).*
 - d. Keep the current vision coverage (Blue Cross).

Effective September 1, 2003

*This coverage is available in amounts of \$1000 to \$10,000 if 75% choose the same amount.

**ARTICLE IX
NEW PLYMOUTH EDUCATION ASSOCIATION
2016-2017 FY16 CAREER LADDER SALARY**

The district will pay step and/or lane salary movement for certificated staff members for 2014-2015 school year. All credits earned will be granted, this year's step down is granted, but the skipped step from 2010-2011 is not granted.

*Years met eval. goals	B	B+12	B+24	MA B+36	MA+12 BA+48	MA+24 BA+60	ES/DR MA+36
0	33400	34250	34250	34250	34250	34603	35683
1	34250	34250	34250	34250	34603	35683	36616
2	34250	34250	34250	34603	35683	36616	37942
3	34250	34250	34603	35683	36616	37942	39315
4	34250	34603	35683	36616	37942	39315	40738
5	34603	35683	36616	37942	39315	40738	42213
6	35683	36616	37942	39315	40738	42213	43742
7	36616	37942	39315	40738	42213	43742	45324
8	37942	39315	40738	42213	43742	45324	46965
9	39315	40738	42213	43742	45324	46965	48666
10		42213	43742	45324	46965	48666	50427
11			44956	46641	48666	50427	52253
12					50205	52253	54193
13 or more						54193	57028

*This chart based on 188 day work year

*An overall rating of proficient and no components rated as unsatisfactory on the state framework for teaching evaluation; and, demonstrating the majority of their students have their measurable student achievement targets. (Total years taught before July 1, 2015 count in this column total.)

*Certificated teachers will receive 1/7th of their daily salary when the teacher covers a class during their prep period, and the Principal or his/her designee has requested the coverage.

**ARTICLE XVI
LANGUAGE FOR EVALUATION APPEAL**

A. Definition

1. An appeal of the Teacher Evaluation shall mean a disagreement by a professional employee with the rating/ranking they have received in any or all areas of a formal/informal evaluation.

B. Purpose

1. The purpose of this procedure is to allow a professional employee a formal method to seek a change in his/her evaluation as a result of evidence presented after his/her evaluation has been given.

2. Nothing herein contained will prevent a professional employee from informally discussing the evaluation with their evaluator in an effort to resolve the disagreement on any/all scores/rankings in question.

C. Procedure

1. Failure to conform to the specified time limits (except as extended by mutual agreement) shall constitute.

a. On the part of the professional employee appealing, an acknowledgement that the time for appealing has expired and the evaluation is valid.

b. On the part of the evaluator, an admission that the appeal has merit and the requested changes to the score/ranking within the evaluation is changed.

2. A written formal appeal shall meet the following specifications:

a. On the part of the professional employee appealing, an acknowledgment that the time for appealing has expired and the evaluation is valid.

b. On the part of the evaluator, an admission that the appeal has merit and the requested changes to the score/ranking of the evaluation is changed.

c. It shall contain the date the evaluation was received

d. It shall be signed by the professional employee who is appealing the evaluation.

D. Step One

Within 30 days following the evaluation, the professional employee will meet with their evaluator, present evidence, and discuss any and all disagreements involving the evaluation. He/She may have an Association Representative at this meeting.

E. Step Two

If the professional employee is not satisfied with any/all changes to His/Her evaluation, He/She may request a formal letter outlining the areas of disagreement and justification for specific scores/rankings that go further into detail than any/all statements on the evaluation in question. This response should also include specific evidence that the evaluator would like to see in order for the professional employee to receive an improved score/ranking. The evaluation by the immediate supervisor shall be given within ten (10) workdays of the request.

F. Step Three

If the professional employee is not satisfied after steps one and two have been completed, then the employee may appeal to the evaluator's immediate supervisor. The professional employee will provide any/all evidence that has been previously submitted. The evaluation by the immediate supervisor shall be given within 10 workdays of the request.

ARTICLE X

EXTRA-CURRICULAR 2015-2016

Percent of Base of BA Column at Experience Level

Football Head Coach.....	14%
Football Assistant Coach (2).....	8%
Football JV Coach (2).....	8%
Football M.S. Head Coach.....	6%
Football M.S. Assistant Coach (2).....	4%
Basketball Head Coach (2).....	14%
Basketball Assistant Coach (2).....	8%
Basketball Freshman (2).....	8%
Basketball M.S. Coach (4).....	6%
Cross Country Head Coach.....	12%
Track Head Coach.....	12%
Track Assistant Coach (2).....	8%
Track M.S. Head Coach (1).....	6%
Track M.S. Assistant Coach (1).....	6%
Volleyball Head Coach.....	12%
Volleyball Assistant Coach (1).....	8%
Volleyball Freshman Coach (1).....	8%
Volleyball M.S. Coach (2).....	6%
Wrestling Head Coach.....	12%
Wrestling Assistant Coach (1).....	8%
Wrestling M.S. Coach.....	6%
Baseball Head Coach.....	12%
Baseball Assistant Coach (1).....	8%
Softball Head Coach.....	12%
Softball Assistant Coach (1).....	8%
H.S. Cheerleader Advisor (1).....	12%
H.S. Cheerleader Assistant Advisor (1).....	8%

M.S. Cheerleader Coach (1)	6%
Pep Club Advisor	\$50
Senior Class Advisor (2)	\$100
Junior Class Advisor (2)	\$100
Sophomore Class Advisor	\$50
Freshman Class Advisor	\$50
Student Council Advisor	\$100
BPA Advisor	\$100
TSA Advisor	\$100
Drama (6 act maximum)	\$50/act
District-Wide Band.....	12%
Choir (as per job description).....	5%/10%
Annual	4%
Guidance.....	10 months
Home Ec.....	2 week ext.
Vo-Ag.....	11 months
Math Counts Advisor	6.25%
(This will be taught for two quarters during prep time for a one-year trial basis only.)	
M.S. Academic Bowl Coach	2%
Newspaper	6%
(1999-2000 school year, until the position change from the present teacher, at which time the pay goes back to zero and can then be negotiated again.)	

MS Football: If there is one combined team, there will be one Head Coach (6%) and one Asst. Coach (4%). If there is a 7th grade team and an 8th grade team, there will be 2 Head Coaches (6% each).

All coaching positions will be filled if the sport is offered.

*Extra-Curricular Duties At:

Middle School Events

One Event--\$15.00
Two Events--\$20.00

High School Events

One Event--\$20.00
Two Events--\$25.00
Three Events--\$35.00
High School Track Meet--\$35.00
NP Wrestling Invitational--\$65.00

(*After School Athletics only)

The athletic director's salary will be negotiated separately outside the already established salary schedule.

THESE DUTIES SHALL BE VOLUNTARY

ARTICLE XI PERFORMANCE AND LEADERSHIP PAY COMMITTEE

1. Performance and leadership pay oversight committee shall be established which consists of three teachers, (1/school), the superintendent, and two school board members. At least two of the teachers shall be NPEA members.

Duties shall include:

- a. Ensure that Performance Bonuses are equivalently difficult/easy to earn by all individuals and groups (Professional Learning Communities) in the district. Preliminary plans for teachers in each building will be forwarded to the committee each year via the superintendent, and these plans will have been determined by groups of teachers and the Principal. Each building shall attempt to ensure plans are equitable before sending them to the committee.
- b. Set guidelines/rules to govern P4P in the NP school district.
- c. Help ensure that results for which there is pay are reliable and valid.
- d. These “performance bonuses” are a financial acknowledgement of excellence, and/or an encouragement to teachers/PLC’s to step out of the box and try something a little different, &/or for PLC’s to work more closely together. The committee will continually promote these concepts, and NOT, in any way, shape or fashion, use these as “gotcha’s.” This whole concept is for the purpose of encouraging excellence, not irritate folks.
- e. The committee will ensure that Leadership pay is equitable throughout the district. Each building Leadership Committee shall attempt to ensure plans are equitable before sending them to the Oversight Committee for approval.
- f. All confidential matters will be kept confidential. This is of particular importance in the area of any individual teacher’s performance.

ARTICLE XII DUAL COMPENSATION

The Board and the Association agree that staff members covered under this contract shall receive no additional compensation for duties involving school time or school related activities involving school time not currently covered by their contract.

ARTICLE XIII NEGOTIATIONS TIME

A request for negotiations may be initiated by either party, NPEA or entity seeking to be designated the local education organization, or the board of trustees.

1. Accurate records or minutes of the proceeding shall be kept, and shall be available for public inspection at the offices of the board of education during normal business hours.
2. Joint ratification of all final offers of settlement shall be made in open meetings and notice of the ratification activity shall be provided to the parties to the agreement.

ARTICLE XIV NEGOTIATIONS

“Negotiations” between board and NPEA will be related to the compensation of professional employees.

“Compensation” means salary and benefits for the professional employee.

“Benefits” include employee insurance, leave time and sick leave benefits.

ARTICLE XV DURATION

This contract shall be effective as of July 1, 2016 and shall continue in effect until June 30, 2017.

Date Ratified _____ By _____
Chairman of the Board

Date Ratified _____ By _____
President of the Association

PROCEDURAL AGREEMENT

This Agreement is made and entered into this Master Contract by and between the Board of Trustees of New Plymouth School District No. 372 and the New Plymouth Education Association, an organization which the Board recognizes as representing the professional teaching staff.

Nothing contained herein is intended to or shall conflict with, or abrogate the powers or duties and responsibilities vested in the legislature, State Board of Education, and the Board of Trustees of New Plymouth School District No. 372 by the laws of the State of Idaho. The Board of Trustees of School District No.3 72 is entitled, without negotiation or reference to any negotiated agreement, to take action that may be necessary to carry out its responsibility due to situations of emergency or acts of God.

**Board of Trustees
New Plymouth School District #372
New Plymouth, Idaho**

Clerk, Board of Trustees

Chairman, Board of Trustees

And

**New Plymouth Education Association
(Representative Organization)
New Plymouth, Idaho**

President, New Plymouth EA

ARTICLE A

Definitions

- A-1 The terms "School District" and "New Plymouth Public Schools" as used in this Agreement shall mean the New Plymouth School District No. 372 in the City of New Plymouth, County of Payette and State of Idaho.
- A-2 The term "Board" as used in this Agreement shall mean the Board of Trustees of the New Plymouth School District No. 372 in the City of New Plymouth, County of Payette and State of Idaho.
- A-3 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of the New Plymouth School District No. 372 in the City of New Plymouth, County of Payette and State of Idaho.
- A-4 The term "Representative Organization" as used in this Agreement shall mean the professional organization representing a majority of the professional employees of School District No. 372 except as defined in Article C-3.
- A-5 The term "Professional Employee" as used in this Agreement means any certified employee of New Plymouth School District No. 372 except as defined in Article C-3 under "Recognition."
- A-6 The term "Negotiations" as used in this Agreement means collective bargaining in good faith by representatives of the Board of Trustees of New Plymouth School District No. 372 of its designated representative(s) and the Representative Organization or professional employees, for the purpose of reaching an agreement, upon matters and conditions subject to negotiations as specified in the Agreement between said parties.
- A-7 The term "School Year" as used in this Agreement shall mean the period of time from the first day of pre-school orientation activities, through the closing of the schools of the district in the spring as established by the official school calendar.
- A-8 A "Day" shall mean any day Monday through Friday exclusive of Board declared holidays as identified by the official school calendar.
- A-9 The term "Instruction" shall mean any period of time during which students are under the control and/or supervision of faculty or staff.

ARTICLE B

General

- B-1 Instruction is the primary function of the teachers, and his or her major efforts should be directed toward improving this process.
- B-2 The Board shall continue its policy of not discriminating against any teachers on basis of race, creed, religion, color, national origin, sex, marital status, or membership in any teacher organization.
- B-3 Representative Organization shall continue to admit persons to membership without discrimination on the basis of race, creed, religion, color, national origin, sex, or marital status.
- B-4 The Board recognizes that in pursuit of the profession of teaching, teachers have a right to join or refrain from joining any teachers' organization for their professional and economic improvement, and that as a matter of individual choice, teachers are free to join or refrain from joining any teachers' organization for their professional and economic improvement, and that as a matter of individual choice, teachers are free to join or refrain from joining such organizations.
- B-5 The Board of Trustees is empowered to change policy from time to time as the need exists. Such changes, when approved by official Board action, become Board policies and are binding on all parties.
- B-6 This Agreement shall be governed and construed according to the Constitution and laws of the State of Idaho.
- B-7 When agreement is reached, it shall then be made in writing and submitted for ratification to the Board and the Association.
- B-8 The association will be allowed use of district facilities/equipment for Association communication and to conduct Association meetings, not interfering with learning during the school day.

ARTICLE C Recognition

The Representative Organization for the purpose of negotiations shall be duly chosen and selected by a majority of the professional employees. For the purposes of this definition, "majority" shall mean one (1) certificated professional employee more than fifty percent (50%) or greater of the professional employees in the district.

- C-1 It is agreed that the term "Professional Employee" shall not include the certified personnel service in a full time capacity as listed below.

Speech Therapists	Supervisors
*Nurses (R.N. - L.P.N.)	Directors
(Shall be removed if teaching)	Administrative Assistants
Psychologists	Assistant Superintendents
Assistant Principals	Deputy Superintendents
Principals	Superintendents
Coordinators	

*LEGEND: R.N. - Registered Nurse
L.P.N. - Licensed Practical Nurse

ARTICLE D Procedure for Negotiations

- D-1 Initiating Negotiations:

It is recognized that matters falling under the prerogative of management as a function of administration are not negotiable. Among the prerogatives are the rights to:

- A. Recruit
- B. Terminate
- C. Assign
- D. Hire
- E. Evaluate
- F. Promote
- G. Demote
- H. Transfer
- I. Control and manage school properties and facilities
- J. Control and manage courses of instruction
- K. Control and manage course materials for instruction

These kinds of responsibilities are reserved exclusively to the Board of Trustees and are expressly or inherently vested in the Board by Constitution and laws of the State of Idaho.

- a. Written requests for negotiations between the Board and the Representative Organization may be submitted by either party relative to teachers' wages, group health and life insurance and

D-2 Conducting Negotiations:

- a. The Board and the Representative Organization, agree to negotiate in good faith. Counsel may be given to the respective negotiating teams during the period of negotiations in an effort to reach agreement.
- b. The Representative Organization and Superintendent or his designee shall together review preliminary budgetary information affecting revenue and expenditures as soon as they are available for the ensuing year.
- c. During the negotiations, the Board and the Representative Organization teams will present relevant data, exchange points of view, and make proposals and counterproposals. The respective teams will endeavor to reflect the positions of the Board and the Representative Organization. Upon request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations.
- d. At the first negotiating meeting the Representative Organization will transmit to the Board the specific written proposal or proposals to be negotiated. At the second negotiating meeting the Board will transmit to the Representative Organization the specific written proposal or proposals to be negotiated. After either party has transmitted its proposals, new proposals may be introduced only by mutual consent.

IMPASSE

D-3 Mediation

- a. In the event the parties in negotiations are not able to come to an agreement upon compensation for professional employees by May 10, if agreed to by both parties, a mediator may be appointed. The issue or issues in dispute shall be submitted to mediation in an effort to induce the representatives of the board of trustees and the local education organization to resolve the conflict. The procedure for appointment of and compensation for the mediator shall be determined by both parties. Mediation is nonbinding, and the recommendation or recommendations of the mediator, if any, shall not be construed as having any force or effect.
- b. If no agreement regarding compensation has been reached by the parties on or before June 10, the board of trustees, at a meeting held no later than June 22, shall establish compensation for professional employees for the ensuing school year as it deems appropriate.
- c. If the board of trustees establishes compensation pursuant to subsection (2) of this section, no hearing need be held by the board.

- d. The dates of June 10 and June 22 are not arbitrary or discretionary dates that may be modified by agreement of the parties. The only instance in which the days may be extended is if June 10 or June 22 falls on a Sunday. In such situation the board of trustees may, at its discretion, extend these days to June 11 or June 23.
- e. Costs of the mediator, if any, and actual and necessary travel expenses, shall be shared equally by both parties.