

MERIDIAN EDUCATION ASSOCIATION

MASTER CONTRACT

BETWEEN THE ASSOCIATION AND THE BOARD
OF TRUSTEES

**2010-2011
SCHOOL YEAR**

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ARTICLE I ASSOCIATION RIGHTS

- A. Representatives of the Association and its affiliates will be permitted to transact official Association business on school property, provided that this shall not disrupt school operations.
- B. The Association and its representatives shall have the right to use school buildings for meetings provided this does not interfere with school or other scheduled operations.
- C. The Association and its representatives shall have the right to post notices of activities and matters of Association concern on designated teacher bulletin boards. The Association may use teacher/member's mailboxes or email for communication to teachers.

ARTICLE II ACADEMIC FREEDOM AND RESPONSIBILITY

The Board and the Association agree that certified employees should have academic freedom in their assigned area to teach without interference. With the freedom to meet their obligation to teach the truth and facts of their lesson comes the responsibility to meet the requirements of the district educational program. Accordingly, they agree as follows:

A. Basic Responsibilities

There are certain basic responsibilities that all certified employees must adhere to in all classroom situations, they are as follows:

1. Certified employees will follow the Code of Ethics of the Idaho Teaching Profession.
2. Certified employees will not use profanity in the presence of students.
3. Certified employees will give both sides of any controversial issue.
4. Certified employees will follow approved curriculum guidelines.
5. Certified employees will follow district policy, state and federal laws, rules and regulations.
6. Certified employees will respect the religious beliefs of their students and community.

B. Controversial Material

Certified employees shall be allowed freedom in classroom presentations and discussions to introduce political, religious or otherwise controversial material, provided that said material is directly relevant to the course content.

C. Personal Opinion

In performing their professional functions, certified employees may express their personal opinions on all matters relevant to the course content, provided that when they do so they shall indicate that they are speaking personally and not on behalf of the school, its administration, or the Board of Trustees. The certified employee will be responsible to make it clear to students that they are voicing opinion and not fact.

D. Student Grades

Teachers have total responsibility for assigning student grades. The classroom teacher in conjunction with the Multidisciplinary Team (MDT) shall be responsible for determining and assigning grades for inclusion students. Students/parents may appeal grades through the District's complaint procedure.

E. Resolving Issues/Complaints

1. Parent-Student/Employee

When there are issues/problems between a parent and/or student and an employee, every effort will be made to resolve the problem(s) at the lowest level. The lowest level is the parent and/or student and the employee working together to solve the problem.

(There is a detailed policy for handling complaints outlined in each student-parent handbook. All involved should try to follow this policy.)

2. Employee/Supervisor

When there are issues of concern between a supervisor and an employee, every effort will be made to solve the problem(s) at the lowest level. The lowest level is the employee and supervisor working together to solve the problem. If the issues cannot be resolved at the lowest level, the following sequence of conferences should be used to resolve the concerns:

STEP ONE: Employee
 Building Supervisor
 One District MEA Representative
 (Excludes the MEA President)

STEP TWO: Employee
 Building Supervisor
 District Administrator
 One District MEA Representative

MEA President

STEP THREE: Employee
Building Supervisor
District Administrator
One District MEA Representative
MEA President
IEA Region Representative

F. Due Process

No certified employee shall be reduced in rank or compensation, non-renewed, dismissed, terminated or deprived of any professional advantage without due process.

G. Any certified employee who knows that his/her actions would cause a disruption to the integrity of the instructional day may receive a written reprimand on the first incident. Further documented disruptions may result in suspension without pay until the matter is resolved, not to exceed four working days.

H. All employees have the responsibility to report suspected child abuse as outlined in Idaho Code 16-1619 within twenty-four (24) hours to the proper authority. A certified employee who has failed to follow the reporting procedures set forth in policy and law is subject to suspension without pay for a length of time as determined by the Board of Trustees.

ARTICLE III
2010-2011
SALARY SCHEDULE

For the 2010-2011 school year only, the following provisions **shall be in effect and shall supersede these provisions in the 2009-2010 Negotiated Agreement.** The remaining provisions of the 2009-2010 Negotiated Agreement shall be in effect for the 2010-2011 school year.

Suspended Items:

- Staff Placement on the salary schedule and supplemental salary schedule shall be frozen at the 2009- 2010 level.

(For salary placement, credits earned must be subsequent to initial certification)
\$29,070; Base 09-11 \$28,223

		BA +0	BA+12	BA+24	MA BA + 36	MA+12 BA+48	MA +24 BA + 60	MA +36 BA+ 72
LEVEL 1	0 A	31,750			32,465			
	1 B	31,750			33,682			
	2 C	31,750			34,945			
LEVEL 2	3 A		33,682	34,945	36,255	37,615	39,026	40,488
	4 B		34,945	36,255	37,615	39,026	40,488	42,008
	5 C	**34,945	36,255	37,615	39,026	40,488	42,008	43,581
LEVEL 3	6 A			39,026	40,488	42,008	43,581	45,216
	7 B			40,488	42,008	43,581	45,216	46,912
	8 C			42,008	43,581	45,216	46,912	48,672
	9 D				45,216	46,912	48,672	50,496
	10 E				46,912	48,672	50,496	52,390
	11 F					50,496	52,390	54,355
	12 G						56,394	56,394
	13 H							58,648

**for initial placement of school nurses only

*CAREER ENHANCEMENT CHART

LAST CELL IN COLUMN	YEARS OF TEACHING	AMOUNT OF ENHANCEMENT
Cell F MA + 12 or BA + 48	20+	\$500
Cell G MA + 24 or BA + 60 &	20-24	\$500
Cell G MA + 36 or BA+72	25+	\$1000
Cell H MA + 36 or BA +72	17-19	\$360
	20-24	\$860
	25-29	\$1720
	30-24	\$2580
	35-39	\$3300
	40+	\$3660

* Eligibility for Career Enhancement is determined by total years teaching in a state accredited school and only applies to the last step in columns MA + 12/BA + 48, MA + 24/BA+60 or the last two steps MA + 36/BA + 72.

New hires' placement on the salary schedule will be according to the number of years of full-time teaching and credits earned after their initial certification. New hires with one or two years experience will be placed in level 1. Placement in level 2 or 3 will be as follows:

3 years	BA + 12 credits on Step A, Level 2
4 years	BA + 12 credits on Step B, Level 2
5 years	BA + 12 credits on Step C, Level 2
6 years	BA + 24 credits on Step A, Level 3
7 years	BA + 24 credits on Step B, Level 3
8 years	BA + 24 credits on Step C, Level 3

9 years	BA + 36 or MA on Step D, Level 3
10 years	BA + 36 or MA on Step E, Level 3
11 years	BA + 48 or MA + 12 credits on Step E, Level 3
12 years	BA + 48 or MA + 12 credits on Step F, Level 3
13 years	BA + 60 or MA + 24 credits on Step F, Level 3
14-15 years	BA + 60 or MA + 24 credits on Step G, Level 3
16-17 years	BA + 72 or MA + 36 credits on Step G, Level 3
18 + years	BA + 72 or MA + 36 credits on Step H, Level 3

To move from level 1 to level 2, you must: 1) have earned a BA+12 and, 2) have a successful evaluation (not on a growth plan or probation). To move from level 2 to level 3, you must have a BA + 24 credits and a successful evaluation (not on a growth plan or probation).

ARTICLE III SALARY SCHEDULE

- A. Advancement from Level 1 to Level 2 on the salary schedule will require a certified employee to complete twelve (12) credits, as shown on the salary schedule. No retroactive advancement from Level 1 to Level 2 will be granted prior to the 2008-09 contract year.

All certified employees new to the district are strongly encouraged to complete the Meridian School District Curriculum for the classroom teachers.

- B. Personnel on probation will not advance vertically. Any certified employee who successfully completes probation will be placed the following school year at the contracted salary amount that they would have earned had they not been on probation.

Vertical advancement is limited to one step per year; however, such advancement is not automatic, but occurs only through action of the Board of Trustees. As per Board action, all eligible employees will step down one step on the schedule for the 2008-2009 contract year, and one step on the schedule for the 2009-2010 contract year.

- C. In the event a bargaining unit position cannot be filled due to a shortage of (1) qualified personnel within the district and (2) qualified applicants from outside the district, critical need may be declared by the superintendent. When critical need has been declared, a qualified applicant may be hired and placed on the salary schedule with a maximum placement as high as his or her experience warrants. Critical need will be used sparingly and will only be implemented by board action. Critical need cannot apply retroactively. The District will notify the Association of declarations of critical need and supply the Association with the written job descriptions for the positions being filled. The names, positions and salary schedule placement of those hired under the critical need declaration will promptly be submitted to the MEA president.

- D. To qualify for the supplemental amount for school psychologist requires: a 60 credit hour Masters degree; 30 graduate credits subsequent to the Masters degree; at least a 1,000 clock hour internship including clinical practicum; and certification as a school psychologist.

- E. One semester of full-time employment under contract or one contract year of half-time employment will be treated as one year of experience for all certificated employees covered by this contract.

- F. For the purpose of salary placement regarding current employees and new hires, credits earned must be subsequent to initial state teacher certification. For placement on the salary schedule at the Masters plus level, credits earned must be subsequent to a Masters degree received after initial state certification.

For the purpose of scholarship funds, credits must meet one of the following conditions:

- be graduate credit from an accredited college/university; or

- be in individual's major/minor academic field of study (undergraduate education classes do not qualify); or
- be in the area of humanities, mathematics or sciences. Professional education classes do not qualify; or
- be in an identified area of critical need as identified by the superintendent prior to hiring new employees. Critical need cannot be applied retroactively and does not affect any employees transferring from a non-critical need assignment to a critical need assignment.

G. Employees must request full and official transcripts from any and all universities to be sent to them for review prior to submitting the transcript to the District by October 1st for salary credit purposes. Transcripts displaying single classes only will not be accepted.

H. Category I contracts will not be renewed. If a certified employee employed on Category I contract has not been offered a subsequent contract he/she will automatically be terminated when his/her last paycheck is issued. Termination for Category I contract certified employees means the employee-employer relationship has been severed, the employee is no longer entitled to employer paid fringe benefits and a termination notice will be sent to the Idaho Public Retirement System and the State Department of Education.

I. Terms and conditions of salary in this contract supersede all previous contracts.

J. Individual adjustment in the negotiated salary schedule shall not be made except as provided for in the supplemental salary schedule.

K. For School Nurses: A State-certified "R.N." will be considered equivalent to a "BA." Initial placement on the salary schedule will be on Level 2, Step C. Continuing education units (CEU) will be accepted at a ratio of fifteen (15) CEUs for one (1) college credit.

L. Corrections made to a certified employee's contracted salary amount from the previous year must be on or before December 1st of each year.

M. The Board agrees to provide one additional release period for the Middle School Activities Directors.

High School District
 Supplemental Salary Schedule for High School Activities
 2008-2010

Base= \$28,223 (Base salary for Supplemental Salary Schedule is the base salary of the previous year.)

Activity	Position	Position Percentage	Experience Level				
			I (0-3 years)	II (4-8 years)	III (7-9 years)	IV (10-12 years)	V (13(+ years)
Baseball	Varsity Head	11.60%	\$3273.87	\$3437.56	\$3601.25	\$3764.95	\$3928.64
	Varsity Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Junior Varsity Head	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Junior Varsity Assistant	6.60%	\$1862.72	\$1955.85	\$2048.99	\$2142.13	\$2235.26
	Freshman Head	5.80%	\$1836.93	\$1718.78	\$1800.63	\$1882.47	\$1964.32
	Freshman Assistant	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
Boys Basketball	Varsity Head	20.00%	\$5644.60	\$5926.83	\$6209.06	\$6491.29	\$6773.52
	Varsity Assistant	8.00%	\$2257.84	\$2370.73	\$2483.62	\$2596.52	\$2709.41
	Junior Varsity	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
Head Varsity Basketball Coach stipend is based on a 210 day coaching contract.	Frosh / Sophomore	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
	Freshman Head	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
	Freshman Asst	5.20%	\$1467.60	\$1540.98	\$1614.36	\$1687.74	\$1761.12
Girls Basketball	Varsity Head	20.00%	\$5644.60	\$5926.83	\$6209.06	\$6491.29	\$6773.52
	Varsity Assistant	8.00%	\$2257.84	\$2370.73	\$2483.62	\$2596.52	\$2709.41
	Junior Varsity	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
Head Varsity Basketball Coach stipend is based on a 210 day coaching contract.	Frosh / Sophomore	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
	Freshman Head	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
	Freshman Asst	5.20%	\$1467.60	\$1540.98	\$1614.36	\$1687.74	\$1761.12
Cross Country	Varsity Head	11.60%	\$3273.87	\$3437.56	\$3601.25	\$3764.95	\$3928.64
	Varsity Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Freshman Head	5.80%	\$1836.93	\$1718.78	\$1800.63	\$1882.47	\$1964.32
Football	Varsity Head	20.00%	\$5644.60	\$5926.83	\$6209.06	\$6491.29	\$6773.52
	Varsity Assistant	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
	Varsity Assistant	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
	Varsity Assistant	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
	Varsity Assistant	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
	Junior Varsity Head	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
	Junior Varsity Assistant	7.40%	\$2088.50	\$2192.93	\$2297.35	\$2401.78	\$2506.20
	Junior Varsity Assistant	7.40%	\$2088.50	\$2192.93	\$2297.35	\$2401.78	\$2506.20
	Freshman Head	7.40%	\$2088.50	\$2192.93	\$2297.35	\$2401.78	\$2506.20
	Freshman Asst.	5.80%	\$1836.93	\$1718.78	\$1800.63	\$1882.47	\$1964.32
	Freshman Asst.	5.80%	\$1836.93	\$1718.78	\$1800.63	\$1882.47	\$1964.32
	Freshman Asst.	5.80%	\$1836.93	\$1718.78	\$1800.63	\$1882.47	\$1964.32
Golf	Varsity Head	11.60%	\$3273.87	\$3437.56	\$3601.25	\$3764.95	\$3928.64
	Varsity Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
Boys Soccer	Varsity Head	11.60%	\$3273.87	\$3437.56	\$3601.25	\$3764.95	\$3928.64
	Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Junior Varsity	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
Girls Soccer	Varsity Head	11.60%	\$3273.87	\$3437.56	\$3601.25	\$3764.95	\$3928.64
	Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Junior Varsity	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
Softball	Varsity Head	11.60%	\$3273.87	\$3437.56	\$3601.25	\$3764.95	\$3928.64
	Varsity Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Junior Varsity Head	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Junior Varsity Assistant	6.60%	\$1862.72	\$1955.85	\$2048.99	\$2142.13	\$2235.26
	Freshman Head	5.80%	\$1836.93	\$1718.78	\$1800.63	\$1882.47	\$1964.32
	Freshman Assistant	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
Tennis	Varsity Head	11.60%	\$3273.87	\$3437.56	\$3601.25	\$3764.95	\$3928.64
	Varsity Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Freshman Head	5.80%	\$1836.93	\$1718.78	\$1800.63	\$1882.47	\$1964.32

Head Varsity Coaches may apply to run a summer activity program related to their specific sport and will be paid a \$800 stipend, if approved. The application must be submitted to and approved by the district athletic director.

Total coaching experience is calculated by combining previous coaching/advising experience with the current year.

Supplemental Salary Schedule for High School Activities
2008-2010

Base= \$28,223 (Base salary for Supplemental Salary Schedule is the base salary of the previous year.)

Activity	Position	Position Percentage	Experience Levels				
			I (0-3 years)	II (4-6years)	III (7-9years)	IV (10-12years)	V (13(+ years)
Track (Boys & Girls)	Varsity Head	11.60%	\$3273.87	\$3437.58	\$3601.25	\$3764.95	\$3928.64
	Varsity Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Varsity Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Varsity Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Varsity Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Varsity Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Varsity Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Freshman Head	6.60%	\$1862.72	\$1955.85	\$2048.99	\$2142.13	\$2235.26
	Freshman Assistant	5.40%	\$1524.04	\$1600.24	\$1676.45	\$1752.65	\$1828.85
	Freshman Assistant	5.40%	\$1524.04	\$1600.24	\$1676.45	\$1752.65	\$1828.85
Volleyball	Varsity Head	11.60%	\$3273.87	\$3437.58	\$3601.25	\$3764.95	\$3928.64
	Varsity Assistant	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	Junior Varsity	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Frosh / Sophomore	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Freshman Head	5.80%	\$1636.93	\$1718.78	\$1800.63	\$1882.47	\$1964.32
	Freshman Assistant	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
Wrestling	Varsity Head	11.60%	\$3273.87	\$3437.58	\$3601.25	\$3764.95	\$3928.64
	Varsity Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Varsity Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Varsity Assistant	9.00%	\$2540.07	\$2667.07	\$2794.08	\$2921.08	\$3048.08
	Freshman Head	6.60%	\$1862.72	\$1955.85	\$2048.99	\$2142.13	\$2235.26
	Freshman Assistant	5.80%	\$1636.93	\$1718.78	\$1800.63	\$1882.47	\$1964.32
Trainer Certified Trainers teaching full-time will receive an additional prep period. Stipend is based on a 200 day supplemental contract.	Certified	30.00%	\$8466.90	\$8890.25	\$9313.59	\$9736.94	\$10,160.28
	Certified	30.00%	\$8466.90	\$8890.25	\$9313.59	\$9736.94	\$10,160.28
	Non-Certified	20.00%	\$5644.60	\$5926.83	\$6209.06	\$6491.29	\$6773.52
	Assistant	12.00%	\$3386.76	\$3556.10	\$3725.44	\$3894.77	\$4064.11
Cheerleading	Varsity Head	18.60%	\$5249.48	\$5511.95	\$5774.43	\$6036.90	\$6299.37
	Junior Varsity	6.60%	\$1862.72	\$1955.85	\$2048.99	\$2142.13	\$2235.26
	Freshman	5.80%	\$1636.93	\$1718.78	\$1800.63	\$1882.47	\$1964.32
Drill Team Advisor stipend is based on a 200 day supplemental contract.	Advisor	18.60%	\$5249.48	\$5511.95	\$5774.43	\$6036.90	\$6299.37
	Assistant	6.60%	\$1862.72	\$1955.85	\$2048.99	\$2142.13	\$2235.26
Flag Corps	Advisor	3.30%	\$931.36	\$977.93	\$1024.49	\$1071.06	\$1117.63
Academic Decathlon	Advisor	8.30%	\$2342.51	\$2459.63	\$2576.76	\$2693.89	\$2811.01
Band Varsity Head stipend is based on a 210 day supplemental contract.	Varsity Head	27.60%	\$7789.55	\$8179.03	\$8568.50	\$8957.96	\$9347.46
	Varsity Assistant	7.40%	\$2088.50	\$2192.93	\$2297.35	\$2401.78	\$2506.20
Orchestra	Director	4.00%	\$1128.92	\$1185.37	\$1241.81	\$1298.26	\$1354.70
Choir	Director	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
Drama Advisor & Assistant stipends cannot be given to same person.	Advisor	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
	Assistant/Stagecraft	3.00%	\$846.69	\$889.02	\$931.36	\$973.69	\$1016.03
Debate	Advisor	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
Speech	Advisor	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
FFA	Advisor	5.80%	\$1636.93	\$1718.78	\$1800.63	\$1882.47	\$1964.32
FCCLA	Advisor	2.10%	\$592.68	\$622.32	\$651.95	\$681.59	\$711.22
Newspaper	Advisor	8.00%	\$2257.84	\$2370.73	\$2483.62	\$2596.52	\$2709.41
Yearbook	Advisor	10.00%	\$2822.30	\$2963.42	\$3104.53	\$3245.65	\$3386.76
VICA	Advisor	4.20%	\$1185.37	\$1244.63	\$1303.90	\$1363.17	\$1422.44
BPA	Advisor	3.30%	\$931.36	\$977.93	\$1024.49	\$1071.06	\$1117.63
Student Council	Advisor	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
Department Chair	Maximum of 12 per school		1257.00	N/A	N/A	N/A	N/A

Meridian School District
 Supplemental Salary Schedule for Middle School Activities
 2008-2010

Base= \$26,223 (Base salary for Supplemental Salary Schedule is the base salary of the previous year.)

Activity	Position	Position Percentage	Experience Levels				
			I (0-3 years)	II (4-6years)	III (7-9years)	IV (10-12years)	V (13(+ years)
Boys Basketball	8th Head Coach - "A"	5.80%	\$1636.93	\$1718.78	\$1800.83	\$1882.47	\$1964.32
	8th Assistant Coach - "B"	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	8th Assistant Coach - "C"	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	8th Assistant Coach - "C" -	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	7th Coach	3.70%	\$1044.25	\$1098.46	\$1148.68	\$1200.89	\$1253.10
	7th Coach	3.70%	\$1044.25	\$1098.46	\$1148.68	\$1200.89	\$1253.10
	7th Coach	3.70%	\$1044.25	\$1098.46	\$1148.68	\$1200.89	\$1253.10
	7th Coach	3.70%	\$1044.25	\$1098.46	\$1148.68	\$1200.89	\$1253.10
	6th Intramural Coach	2.50%	\$705.58	\$740.85	\$776.13	\$811.41	\$846.69
6th Intramural Coach	2.50%	\$705.58	\$740.85	\$776.13	\$811.41	\$846.69	
Girls Basketball	8th Head Coach - "A"	5.80%	\$1636.93	\$1718.78	\$1800.83	\$1882.47	\$1964.32
	8th Assistant Coach - "B"	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	8th Assistant Coach - "C"	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	8th Assistant Coach - "C"	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	7th Coach	3.70%	\$1044.25	\$1098.46	\$1148.68	\$1200.89	\$1253.10
	7th Coach	3.70%	\$1044.25	\$1098.46	\$1148.68	\$1200.89	\$1253.10
	7th Coach	3.70%	\$1044.25	\$1098.46	\$1148.68	\$1200.89	\$1253.10
	7th Coach	3.70%	\$1044.25	\$1098.46	\$1148.68	\$1200.89	\$1253.10
	8th Intramural Coach	2.50%	\$705.58	\$740.85	\$776.13	\$811.41	\$846.69
8th Intramural Coach	2.50%	\$705.58	\$740.85	\$776.13	\$811.41	\$846.69	
Cross Country	Head Coach	5.80%	\$1636.93	\$1718.78	\$1800.83	\$1882.47	\$1964.32
	Assistant Coach	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
Football	Head Heavyweight Coach	5.80%	\$1636.93	\$1718.78	\$1800.83	\$1882.47	\$1964.32
	Asst. Heavyweight Coach	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	Asst. Heavyweight Coach	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	Head Lightweight Coach	5.80%	\$1636.93	\$1718.78	\$1800.83	\$1882.47	\$1964.32
	Asst. Lightweight Coach	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	Asst. Lightweight Coach	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
Tennis	Head Coach	5.80%	\$1636.93	\$1718.78	\$1800.83	\$1882.47	\$1964.32
	Assistant Coach	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	6th Intramural Coach	2.50%	\$705.58	\$740.85	\$776.13	\$811.41	\$846.69
	6th Intramural Coach	2.50%	\$705.58	\$740.85	\$776.13	\$811.41	\$846.69
Boys Track	Head Coach	5.80%	\$1636.93	\$1718.78	\$1800.83	\$1882.47	\$1964.32
	Assistant Coach	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	Assistant Coach	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
Girls Track	Head Coach	5.80%	\$1636.93	\$1718.78	\$1800.83	\$1882.47	\$1964.32
	Assistant Coach	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	Assistant Coach	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
Volleyball	Head Coach - "A"	5.80%	\$1636.93	\$1718.78	\$1800.83	\$1882.47	\$1964.32
	Assistant Coach - "B"	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	Assistant Coach - "C"	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	Assistant Coach - "C"	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
	6th Intramural Coach	2.50%	\$705.58	\$740.85	\$776.13	\$811.41	\$846.69
	6th Intramural Coach	2.50%	\$705.58	\$740.85	\$776.13	\$811.41	\$846.69
Wrestling	Head Coach	5.80%	\$1636.93	\$1718.78	\$1800.83	\$1882.47	\$1964.32
	Assistant Coach	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
Activities Coordinator	Director	10.00%	\$2822.30	\$2983.42	\$3104.53	\$3245.65	\$3386.76
Band	Advisor	4.00%	\$1126.92	\$1185.37	\$1241.81	\$1298.28	\$1354.70

Meridian School District
 Supplemental Salary Schedule for Middle School Activities
 2008-2010

Base= \$28,223 (Base salary for Supplemental Salary Schedule is the base salary of the previous year.)

Activity	Position	Position Percentage	Experience Levels				
			I (0-3 years)	II (4-6years)	III (7-9years)	IV (10-12years)	V (13(+) years)
Orchestra	Advisor	4.00%	\$1128.92	\$1185.37	\$1241.81	\$1296.26	\$1354.70
Cheerleading	Advisor	5.60%	\$1636.93	\$1716.78	\$1800.63	\$1882.47	\$1964.32
Cheerleading Assistant	Advisor	3.30%	\$931.36	\$977.93	\$1024.49	\$1071.06	\$1117.63
Choir	Advisor	4.00%	\$1128.92	\$1185.37	\$1241.81	\$1298.26	\$1354.70
Intramural Activities	Advisor	2.50%	\$705.58	\$740.85	\$776.13	\$811.41	\$846.69
Spirit Club	Advisor	3.30%	\$931.36	\$977.93	\$1024.49	\$1071.06	\$1117.63
Building Advisory	Coordinator	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
Student Council	Advisor	3.30%	\$931.36	\$977.93	\$1024.49	\$1071.06	\$1117.63
Yearbook	Advisor	5.00%	\$1411.15	\$1481.71	\$1552.27	\$1622.82	\$1693.38
Department Chair	Maximum of 6 per school		1257.00	N/A	N/A	N/A	N/A

Guidelines for hiring additional coaches due to participation numbers-

Basketball and Volleyball

"A" team- 10 to 12 players

"B" team- 13-15 players

"C" team- 16-20 players

Cross Country, Tennis and Wrestling

Participants

60 and over One additional coach

Cheerleading

Participants

1 to 45 One head coach/advisor and one assistant coach/advisor

46 to 70 One additional coach/advisor

71 to 95 One additional coach/advisor

96 to 122 One additional coach/advisor

122 and over One additional coach/advisor

Written requests for hiring additional coaches must be submitted to the District Activities Director for approval.

SUPPLEMENTAL SALARY SCHEDULE
OTHER DISTRICT

District Curriculum Development	\$23.50 per hour (Director appointed)
Teacher Orientation and Training	\$12.00 per hour
Saturday Detention	\$16.00 per hour
Tobacco Cessation/Parent Drug Ed. Class	\$23.50 per hour
Homebound Tutors (must be certified)	\$23.50 per hour
Psychologists	11.5% (of Level 3, MA+36, Step H)
4 th Grade Rendezvous Coordinator	5.0% (2 maximum per District)
Special Ed. Summer School Teacher	\$90.00 per day
Speech Therapist Summer School	\$90.00 per day
Psychologist Summer School	\$100 per day

EXTENDED CONTRACTS

High School Guidance Counselors	Maximum 210 days
**Middle School Guidance Counselors	Maximum 205 days
Middle School Media Specialist	Maximum 195 days
High School Media Specialist	Maximum 200 days

No changes or additions to supplemental salaries may be paid without being approved by the Meridian Education Association Executive Committee and the Board.

All persons assigned to the positions listed above shall be required to perform the duties associated with the positions listed and shall be paid according to this schedule. Assignment of positions requires prior Board approval and issuance of supplemental contracts.

If increments or percentages are to be split or shared with two or more people, the following condition must first be met: Individuals receiving less than a full increment as listed for the position in the master contract must agree in writing.

**Effective July 1, 2008, current middle school counselors may opt to work 205 or continue with a 210 day contract. Once the decision is made, counselors may not revert to a 210 day contract.

ARTICLE V
SECTION 125 CAFETERIA FLEXIBLE BENEFITS PLAN

A. For each full-time employee, the Board agrees to provide employer-paid fringe benefits up to ~~\$482.85~~ \$501.93 per month for the 2010-2011 contract year. Certified employees will pay \$11.50 toward benefit costs per month. For each part-time employee .50 to .99 full time equivalent, the Board agrees to provide prorated employer-paid fringe benefits. Employees less than .50 full time equivalent are not eligible for employer-paid fringe benefits. Monthly premium payments shall be applied as follows:

1. Employee \$50,000 Term Life Insurance with accidental death and disbursement
2. Employee Health and Accident Insurance
3. Employee Dental Insurance
4. Employee Assistance Program
5. Employee Long Term Disability Insurance

Carriers and plans shall be mutually determined by the District and the Association.

B. Each full-time professional employee's total compensation from the salary schedule shall include an amount, not to exceed \$600 per month, for the Flexible Spending Plan. Each full-time professional employee may allocate this amount, for benefits for themselves and/or for their dependents among the following available benefits:

1. Group Hospital and Surgery Insurance
2. Disability Income Insurance
3. Cancer Insurance
4. Dental Insurance
5. Group Term Life Insurance
6. Dependent Care Assistance Plan
7. Medical Expense Reimbursement Plan

C. Should the employee choose benefits whose premiums are less than the \$600 monthly amount that may be sheltered from tax, the difference shall be included in the employee's salary payments and shall be subject to Federal and State income taxes.

D. The individual changes in allocation of benefits or payroll deductions may be made only during December of each year, except for family status changes.

E. Early retired certified employees shall be in the same group as the regular certified employees and have the same premium.

F. Benefits for part-time employees will be pro-rated on the basis of full-time equivalency. Employees electing early contract payoffs will be dropped from district paid benefits at the time their last paycheck is issued.

G. Employees who begin work after January 31st will have their pay calculated to the last day worked and are not eligible for benefits.

ARTICLE VI
SHORT TERM DISABILITY INSURANCE

For each full time professional employee electing to purchase Short Term Disability Insurance, the Board agrees to pay up to \$15.00 per month to defray the cost of the insurance.

ARTICLE VII
PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

A. Dues Deduction Authorized

The Board agrees to deduct from the salary of certified employees, such monies for membership in the United Teaching Profession (National Education Association) as said persons individually authorize. This shall be done on a ten (10) month basis beginning in November for traditional calendar and in October for extended calendar schools.

B. Notification and Transmittal of Monies

The Association will certify to the Board, in writing, the current rate of membership dues by September 15.

By September 15, the Meridian Education Association shall receive a list of certified employees by building and shall be notified of all subsequent changes. The Association shall submit authorizations to deduct dues for membership in the United Teaching Profession by October 25th.

Additional authorizations for dues deducted when received by the Board from the Association during the school year will be pro-rated over the remaining monthly payments of the employee's current salary.

All remaining unpaid fees shall be deducted from the final paycheck of an employee leaving the employment of the School District before the end of the school year.

Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Meridian Education Association on a monthly basis and no later than ten (10) days following the actual deduction.

ARTICLE VIII
CONTINUING EDUCATION SCHOLARSHIP PROGRAM

Certified employees covered by this contract and who have taught in the District at least ninety (90) days under a contract during the current school year may apply to have the District pay the tuition for courses taken from approved colleges or universities at the rate of up to \$65.00 per semester credit for up to fifteen (15) credits per year (within a 12-month period). Claims for scholarship reimbursement must be submitted no more than 60 days following the end of the course. Scholarship classes must meet the qualifications criteria described in Article III, Item F, of this contract.

Category I contract employees are not eligible for tuition scholarship payments, but will be reimbursed in the fall for summer classes taken after having signed a contract with the district for the ensuing year.

A budget of \$180,000 will be established for the purpose of paying for the scholarship program. From this budget the District will pay up to \$65.00 per semester credit if the budget has not been or will not be exhausted.

Scholarship reimbursement is provided for the cost of credits only, not books or fees. The scholarship reimbursement will be given at the completion of the course. To receive the scholarship payment individuals need to provide proof of successful completion of the course and proof of payment. If the employee fails to return to the District the following year, he/she shall repay the District the amount of the tuition scholarship paid from the previous year (June 1 – May 31). This amount will automatically be deducted from the employee's final paycheck.

For the purpose of scholarship funds, credits must meet one of the following conditions:

- be graduate credit from an accredited college/university; or
- be in an individual's major/minor academic field of study (undergraduate education classes do not qualify); or
- be in the area of humanities, mathematics or sciences. Professional education classes do not qualify; or
- be in an identified area of critical need as identified by the Superintendent prior to hiring new employees. Critical need cannot be applied retroactively and does not affect any employees transferring from a non-critical need assignment to a critical need assignment.

Video or correspondence classes will not be paid by the District unless prior approval has been received from the Superintendent or his/her designee. Scholarship reimbursement for on-line class/es will be reimbursed after the following conditions have been met:

- On-line class/es must be taken through an accredited college or university.
- On-line class/es must be graduate level 500 or above.
- On-line class/es must have official proof of completion showing a passing grade on either an official grade report, or an official transcript; photocopy of transcripts will be accepted for scholarship reimbursement only. Official transcripts are required for salary movement.

Independent study courses must be approved by the university or college and must be in the subject area in which the certified employee is assigned. These courses must also have prior approval from the Superintendent or his/her designee.

The District agrees to pay up to one-half the registration fee for any certificated employee who meets the criteria outlined below and is selected to participate in the National Board Certification program. This is not part of the Albertson grant for National Board Certification. The following criteria must be met:

- * Minimum of five (5) years teaching in the Meridian School District
- * Currently teaching in one of the approved National Board Certification areas
- * Written commitment to remain in the school district for a minimum of three (3) years following National Board Certification --if employee terminates with the district prior to three (3) years, they will be responsible for repaying the district contribution
- * Teacher will submit a letter of application, including two letters of reference, updated vita, and a sample of teacher's work in curriculum development and instruction

This agreement will be in effect through the 2008-2009 school year and covers a maximum number of 25 participants per year.

ARTICLE IX PAY DAY

Certified employees regular salaries shall be paid in equal monthly installments, and shall be paid on or before the 25th of each month.

ARTICLE X SICK LEAVE

- A. At the beginning of each school year, each certified employee shall be credited with ten (10) days or more of sick leave allowance as referred to in this Article at B, 1 or as allowed by Idaho Code 33-1216. Sick leave days shall be accumulated to two hundred fifty (250) sick leave days.
- B. **Portability of Sick Leave**
Effective with the new hires for 2003-2004, the district shall accept an individual's accumulated sick leave from another district in Idaho, up to that district's maximum number of sick leave days and not to exceed the number allowed by this contract. It is the intent of the district to make this item retroactive, if possible.
- C. **Personal Leave**
Personal leave shall be granted for any reason deemed necessary by the professional employee at the rate of two (2) days for Category 1, 2, or 3 professional employees per school year and four (4) days for professional employees on renewable contracts per school year.
- Six (6) days may be carried over from one school year to the next, in addition to the two (2) or four (4) days granted at the beginning of the next school year.
 - Employees may use no more than five (5) personal days per year.
 - Employees will be paid for each day beyond six (6) at the rate of 1.5 times the established rate for short-term substitutes. The established rate is the rate substitutes are paid as of October 1st of each year. The payment for personal leave days will be calculated and paid in June.
 - Upon retirement, all remaining personal days will be paid for at the rate of 1.5 times the established rate for short-term substitutes.
 - Personal Leave may not be taken the last two weeks of school without permission of the building administrator.
 - No more than 10% of the staff may be gone on leave at one time.
- D. Sick leave is to be used for absences caused by illness or physical disability, including childbearing of the certified employee or to the certified employee's spouse, dependent or minor children or parents. If family illness outside the immediate family should arise, sick leave may be used with the approval of the building principal. For a normal birth, six calendar weeks are the maximum time that sick leave can be used. The use of additional days requires doctor certification and approval by the Assistant Superintendent.
- E. Written notice shall be given to the building principal when it is known in advance that the certified employee will be unable to perform his/her duties satisfactorily. The notice shall indicate the medical reason and the approximate dates of expected absence.
- F. If absence from work exceeds a period of ten (10) consecutive working days, the employee must furnish to the Superintendent a doctor's certification that medical complications are such that the employee is unable to carry on his/her duties satisfactorily, and said certification shall also set forth the anticipated time period before the employee can return to work.

- G. Upon receipt of a doctor's certification as outlined above, the Superintendent shall grant to the employee the amount of sick leave days prescribed by the medical certification, or until accumulated sick leave days are exhausted by the employee.

**ARTICLE XI
PARENTAL LEAVE**

- A. Parental leave of absence for child rearing will be granted to certified employees, without pay for up to one (1) year. Requests for parental leave of absence shall be submitted in writing, indicating the approximate beginning and ending date of the leave of absence.
- B. Parental leave of absence may be given at any time, but must begin at some logical breaking point, i.e., a grading period or vacation period, except in the event of an emergency.
- C. Parental leave of absence shall end so as to have the employee return to work at the beginning of the grading period.
- D. The employee may return to the District in a position for which he/she is qualified, but is not guaranteed the same position and assignment he/she left.
- E. Parental leave will not be granted beyond the Family Medical Leave Act more than once in a 36-month period.

**ARTICLE XII
BEREAVEMENT LEAVE**

- A. The Board agrees to grant to each employee up to five (5) days bereavement leave for each death in the immediate family (grandfather, grandmother, father, mother, brother, sister, husband, wife, child, grandchild, foster or step child, father-in-law or mother-in-law, step-parent, step-sibling, aunt, uncle, cousin) for the purpose of attending services, travel, and/or emotional support of family.
- B. Additional time may be granted under unusual circumstances. Requests for additional time should be directed through the principal to the superintendent.

**ARTICLE XIII
PROFESSIONAL LEAVE**

- A. Professional leave, with pay, may be granted to each certified employee upon request, within the available days listed below. This leave shall be requested in advance.

<u>Professional Leave</u>	
184	Inservice
21	Staff Development
45	Instructional model
<u>1252</u>	General Professional Leave Days
1502	Total Professional Leave

- B. General professional leave will be distributed at one (1) day per FTE (less ancillary FTE) and administered by a Professional Leave Committee (PLC) established at each school. The PLC will be comprised of three (3) to five (5) certificated employees. The selection of this committee will be determined by certificated employees at the building level.

The PLC may establish a professional leave bank from which certificated employees may request professional leave. Criteria for granting professional leave will be determined by the PLC.

Final ratification of professional leave recommended by the PLC for all certificated employees will be the responsibility of the building administrator. Any certificated employee who is on probation or on a district intensified growth plan will not be granted professional leave without district approval.

- C. Personnel requesting professional leave shall make written application to include:
1. an outline of objectives and expected outcome
 2. a description of the professional activities
 3. if appropriate, a willingness to conduct a workshop for other District employees.

ARTICLE XIV RELEASE TIME FOR ASSOCIATION PRESIDENT, NEGOTIATIONS TEAM, AND STATE DELEGATES

- A. The Association president shall have release time to attend to the duties and responsibilities of his/her term of office with salary and benefits to be paid by the District for the time that the president is released from teaching duties. The Association shall reimburse the District for the cost of salary and benefits of a first year teacher calculated at the true base. Said release time shall count towards retirement and all other purposes of the Master Contract. All rights of renewable contract status, (e.g. retirement, accrued sick leave, salary schedule placement, scholarship, district classes) shall be provided to the Association President during his/her term and upon subsequent return to the District.

At the end of the President's term a reasonable attempt will be made to reinstate the former Association President:

1. to the same level
 2. to a like position
 3. to the same building
- B. An employee elected president of the State Association will be granted unpaid leave for the term of that office, not to exceed three (3) years. The employee may return to the District in a position for which he/she is qualified, but is not guaranteed the same position and assignment he/she left.
- C. Duly elected delegates may have release time to attend the convention of the State Association. The Association shall reimburse the District for the cost of any substitute.
- D. Members of the Association negotiations team may have release time to prepare for and attend bargaining sessions. The Association will reimburse the District for the cost of any substitute.

ARTICLE XV
EMPLOYMENT HOURS

WORKDAY DEFINED

- A. The normal work day hours, except for volunteer activities and extra curricular activities, for certified employees shall be:
1. Seven and one half (7/12) hours at the elementary level.
 2. Eight (8) hours at the middle and high school level.
- B. The above hours shall include a minimum of one (1) regular period of continuous, duty-free daily preparation time for full-time teachers at high schools and middle schools. The duty free prep shall be equivalent to one regular class period of the buildings bell schedule.
- C. Adjustments in the normal work day may be necessary from time to time and may be allowed by the principal so long as such adjustments are within the spirit of the average 7 ½ and 8 hour work days. Adjustments for mandatory school activities shall be limited to a suggested maximum of no more than four (4) occurrences within a school year, this includes before and after school requirements. Building administrators will notify their staff how the adjustments to the schedule will be made. Adjustments must be made in increments no less than thirty minutes.
- D. Uninterrupted planning time shall be provided for all full time elementary teachers at 200 minutes per full workweek during the portion of the day from 9:00 a.m. to 3:30 p.m. in segments not shorter than 30 minutes. Exceptions to these segments may be made by the written agreement of the building principal and the teacher involved. Full implementation of this program shall take place by the second (2nd) day of school and run through the last full day of school. The only exception to the implementation of planning time beginning on the second (2nd) day would be if there was a late hire.
- Exceptions to the 200 minutes per week planning time will be made when the teacher's scheduled planning period is preempted by:
1. Special Programs
 2. Practice for Programs
 3. Field Trips
 4. Book Fairs
- In so far as possible the events causing the exceptions shall be scheduled in a manner that will distribute them equitably.
- E. Full time certified employees shall be provided a continuous thirty (30) minute duty-free lunch period daily. If circumstances require assigned duty preventing a thirty (30) minute duty-free lunch period, each certified employee so assigned shall be paid in accordance with the noon duty rate of pay. Non-voluntary assignment of certified employees to paid noon duty shall be determined in a manner rotating such assignments on an equitable basis.
- F. Full time elementary teachers shall be given a minimum of three (3) hours of report card preparation time during the last week of **Trimesters 1 and 2**. Minimum days shall not exceed six (6) per year.

ARTICLE XVI
ELEMENTARY CLASS SIZE

Any regular elementary classroom in an elementary school that has one (1) or more students over the maximum enrollment specified in the School District Policy shall have a district employed aide or certified employee to assist at least one (1) hour per day per overload student enrolled.

ARTICLE XVII
WORK YEAR

I. CERTIFIED EMPLOYEES ON A TRADITIONAL/~~MODIFIED~~ CALENDAR

A. Work Year Defined

The school year for certified employees, except new hires described below, shall be **183** days with pay, including *five (5) paid holidays, two (2) work days **at the beginning of the school year for classroom preparation.**

(Other Inservice days)

School sites, using the District guidelines, may choose when and how to utilize the two (2) other floating inservice days. The decision on how to use these days must be a collaborative effort by school site staff.

The orientation days will be paid according to the supplemental salary schedule. *The five paid holidays shall be Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

SUMMARY OF FURLOUGH DAYS: 3 instructional days and 2 non-instructional days shall be furloughed during the 2010-2011 School Year, in addition to the two (2) floating in-service days permanently removed.

A furlough day is defined as a designated day for which an employee neither works nor receives compensation.

A. Extension of Work Year

Any extension of the **183** day contract must be renegotiated or be within the provision of the supplemental salary schedule.

B. Calendar Outline

The school calendar in effect for the term of this agreement shall be set forth as a reference in the Appendix.

ARTICLE XVIII ASSIGNMENTS & TRANSFER

After considering the employee's preference, building positions will be assigned on the basis of the certified employee's qualifications. An "open position" subject to the transfer policy, is defined as a position remaining vacant after building scheduling and in-building transfers have been completed.

- A. An open position or vacancy on the certified staff shall be filled according to the following procedure:
1. By February 1st of each school year, certified employees must request in writing a transfer to another building or a change of assignment applicable to the following year. This does not include a change of assignment into a counseling, administrative intern, administration, or special education assignment.
 2. Employees on the transfer list who qualify for the opening shall have ten (10) calendar days after the date of posting to contact the building principal with the opening (or appropriate district administrator) and make an appointment for an interview. All qualified applicants who make appointments will be interviewed.
 3. A "qualified employee" is defined as one who has the required certification and whose credentials satisfy the requirements of the principal's written job description.
 4. A bargaining unit vacancy will not be filled by a new hire certified employee if a qualified District Certified employee has requested such a transfer, except in the following cases:
 - a. Vacancies involving coaching assignments;
 - b. Employees on probation;
 - c. If there are two or fewer employees on the transfer list who request to interview for that position;
 - d. If a certified employee is on a growth plan, both principals must agree to a transfer. The growth plan will be reviewed and may be modified by the new administrator.
 5. If the position cannot be filled from the transfer list, it will then be advertised, both within and outside the district, for a total of seven (7) days. The most qualified applicant will then be offered the position.
 6. Open positions and job descriptions will be posted in all District schools and in the administration building during the school year. During the summer, openings will be posted daily in the administration building and will also be available by telephone recording after normal hours.
 7. Interested candidates not on the District transfer list must notify the principal or appropriate District administrator in writing if they wish to apply for the job.
 8. Positions may be filled on a Category I basis after August 1st, pending the regular transfer process.
- B. Should it be necessary to transfer an employee from building to building or grade level or track and/or subject within buildings, as much notification as possible will be given, in writing, by the Superintendent or designee to the employee being transferred.
- C. The choice of candidates is not subject to arbitration, only the procedural aspects of transfer are subject to arbitration. The arbitrator is limited to upholding the process as implemented or to awarding the position as open with a renewal of the transfer process.

- D. Administrators do not need to follow the above procedure when filling a non-returning contract position. Applicants will be selected from the District pool.

ARTICLE XIX EARLY RETIREMENT INCENTIVE

ELIGIBILITY REQUIREMENTS

To be considered for this early retirement program, the following conditions must prevail. The applicant must:

- A. be actively employed as a regular employee enrolled in the Idaho State Employees Retirement System by District for at least fifteen (15) consecutive years of full-time service immediately prior to application. An approved leave of absence would not constitute an interruption of service.
- B. Not be eligible for full state retirement or state disability retirement.
- C. Fall within the Retirement Rules of 85-89, or ages 60 to 65, as set forth in section 3 under TERMS AND CONDITIONS.

TERMS AND CONDITIONS

- A. Individuals who elect to take advantage of early retirement will, as part of the election, tender resignation and as such, shall no longer be entitled to any rights or privileges which they would have if they continued to be an employee of the District. All certified staff waive all claims to continuing contract rights and renewal that are provided pursuant to Idaho Code.
- B. In the event of the death of an early retirement participant, the District will pay the early retirement benefits to the participant's named beneficiary. In the event that there is no named beneficiary, the early retirement benefits will be paid to the estate of the participant.
- C. The formulas and methods used by the State of Idaho to determine the "rule of ninety" will be used to compute early retirement benefits, if applicable. Otherwise, age will be used. The following pay-off scale will be followed:
 - Rule of 85 or age 60: 126% of differential between minimum level salary and retiree's base salary, payable at time of retirement.
 - Rule of 86 or age 61: 108% of differential between entry-level salary and retiree's base salary, payable at the time of retirement.
 - Rule of 87 or age 62: 86.5% of differential between entry-level salary and retiree's base salary, payable at the time of retirement.
 - Rule of 88 or age 63: 62% of differential between entry-level salary and retiree's base salary, payable at the time of retirement.
 - Rule of 89 or age 64: 33% of differential between entry-level salary and retiree's base salary, payable at the time of retirement.
 - Rule of 90 or age 65: Eligible for State Retirement and thus not eligible for early retirement.

By mutual agreement between the Board of Trustees and the Meridian Education Association, a certified employee can be granted early retirement at 126% of differential between minimum and retiree's base salary, payable at the time of separation from the district.

For purposes of computation "minimum level" shall mean the salary corresponding to Level 1, Step 1 of the salary schedule for the retiree's final year of employment.

- D. Medical and Dental insurance benefits may be retained with the District carrier as provided by law under the COBRA rules.
- E. All payments are subject at state and federal tax laws, rules and regulations.
- F. Any other benefits to which the participant may be eligible shall be governed by rules and regulations of those plans and the District makes no representation as to what, if any, effect this early retirement program may have on those plans.

APPLICATION PROCESS

When a qualified employee wishes to participate in this program, the applicant must apply in writing to the Board of trustees no later than April 1st.

The District may then offer the employee a written agreement for the implementation of the early retirement plan, contingent upon the District procuring the services of a qualified and acceptable replacement and contingent upon available funds in the District's General Fund.

Employees are encouraged to apply for early retirement incentive program as early as possible in order to provide the District with additional time to find a qualified and acceptable replacement. In the event of any legal challenge to this program, there would be no more approval of Early Retirement Awards until the legal challenge was resolved.

ARTICLE XX EARLY RESIGNATION INCENTIVE

Early Resignation Incentive Suspended for 2010-2011 School Year

INCENTIVE DEFINED

Full time certified employees who submit their resignation or retirement on or before March 1st are eligible for \$500.00 if the terms and conditions are met; the amount to be received in the June paycheck. Employees on unpaid leave are not eligible for this incentive.

TERMS AND CONDITIONS

- A. Submit letter of resignation or retirement stating the intent not to return to the district the following year. This letter must be received by the Superintendent or designee on or before March 1st
- B. At the completion of the school year, resigning/retiring employees must:
 - 1. turn in all district property keys

2. turn in all checked out equipment
3. turn in remaining supplies
4. turn in all materials, i.e. curriculum manuals, teachers editions
5. leave the areas of responsibility in a clean and orderly fashion
6. provide a smooth transition for successor. (If possible, meet with that person to confer and advise.)

C. The immediate supervisor will be the individual authorizing payment.

ARTICLE XXI REDUCTION IN FORCE

A. Staff Retention

1. In the event the District modifies programs and services, the number of certified personnel that are required to implement the modified educational programs and services shall be determined as provided below.
2. In an effort to eliminate the necessity of non-renewal or involuntary terminations, every reasonable effort shall be made to ascertain the number of certified positions which will be open for the following school year by reason of normal attrition as outlined below:
 - a. Voluntary and mandatory certified personnel retirements.
 - b. Normal certified personnel resignations.
 - c. Vacant positions will be filled by transferring currently employed certified staff members within the District unless by reason of certification, training or experience no person is available.
3. The certified staff retained to implement the educational program determined by the Board shall possess such valid State Certificates as may be required for the positions being filled. Certified employees shall be considered qualified in any category or specialty in which they are certified or teaching during the year the reduction in force is announced.

Certified employees will be retained for available positions within each category or specialty on the basis of District affirmative action goals and seniority (years of experience) as a certified employee in education in the District as recorded in the District Superintendent's office. A seniority list shall be provided the Association upon request. Within each category or specialty the senior employee shall be retained. The categories and specialties are established to allow for the least disruption of the ongoing program.

Certified employees will be grouped District-wide in certification categories and specialties as follows:

Elementary	Grades K through 5
Middle School	Grades 6 through 8
High School	Grades 9 through 12

Specialties are defined as normally accepted academic major and/or minor areas.

- B. All certified personnel who are not recommended for retention in accordance with these administrative procedures shall be terminated from employment and placed in an employment pool for one (1) school year for possible re-employment. Employment pool personnel will be given the first opportunity to fill open positions within the categories or specialties for which they are qualified.

If more than one such employee is qualified for an open position based on criteria authorized in this procedure, the most senior employee who was non-renewed shall be the first offered such position. Returning employees shall retain salary placement, service credit and accumulated sick leave.

1. When a vacancy occurs for which a person in the employment pool qualifies, notification from the School District to such individual will be by certified or registered mail, or personal contact by the Superintendent or designee. Such individual will have ten (10) calendar days from receipt of the letter or from the date of personal contact to accept the position.
2. If an individual in the employment pool fails to accept a position for which he/she is eligible, such individual shall be dropped from the employment pool.
3. At the end of the school year in which any modified educational program is to be implemented, certified staff members remaining in the employment pool shall be offered a contract for available certified positions for which they are qualified. In the event that there are insufficient vacant positions to offer contracts to all employment pool personnel, the employment pool shall be re-established for one (1) school year.
4. It shall be the employee's responsibility to notify the District in writing of any change of address and also to notify the District in writing prior to October 1st of each year if he/she wishes to remain in the employment pool. Failure to do so shall be interpreted by the District as a desire to be dropped from the pool.
5. Any member of the employment pool who accepts or signs a full-time contract with an educational institution will disqualify himself/herself from the employment pool for that year. He/she will be considered for any open positions for the following year provided he/she complies with item 4 above.

ARTICLE XXII TRANSFER PRIORITY

After considering space available at the elementary school, children of employees who live in the District will have transfer priority over other transfers. The second transfer priority will be for those transfer students who are currently enrolled and for special education students referred by a child study team. The next priority level is for other District resident transfers, next for children of nonresident employees, and the lowest last priority will be for other nonresident transfers. The District will waive the tuition requirement.

ARTICLE XXIII GRIEVANCE PROCEDURE

A. DEFINITIONS:

A grievance is a complaint that there has been a violation or misinterpretation of the terms of the Master Agreement.

An "aggrieved person" is a certified employee or certified employees asserting a grievance.

A "party in interest" is a certified employee or certified employees who might be required to take action or against whom action might be taken in order to resolve a grievance.

A "day" as used in this Grievance Procedure means any day school is in session within the regular school year as shown on the official school calendar. If the grievance extends beyond the regular school year, a "day" means any day, Monday through Friday, exclusive of holidays.

The term "Association" will refer to the Meridian Education Association.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained will be construed as limiting the right of any certified employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted, provided the adjustment is consistent with the terms of this contract.

B. PROCEDURE:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall constitute the maximum and every effort will be made to expedite the process. Time limits herein designated may be extended by mutual agreement between the Association and the Superintendent.

If a grievance is filed which might not be finally resolved at LEVEL FIVE under the time limits set forth herein prior to the end of the school year, the time limits set forth herein may, by mutual agreement, be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as is practicable.

A written grievance shall meet the following specifications:

1. It shall be specific.
2. It shall contain a synopsis of the facts giving rise to the violation or misinterpretation.
3. It shall contain the specific section of this contract which has allegedly been violated.
4. It shall state the relief requested.
5. It shall contain the date of the alleged violation.
6. It shall be signed by the grievant.

The Board of Trustees, Joint School District No. 2, and the Association recognize and acknowledge that it is usually most desirable for a professional employee and the appropriate administrator to resolve problems through free and informal communications.

C. LEVEL ONE

Within twenty (20) days following knowledge of the act or condition which is the basis of the complaint, the employee may present the complaint to either the principal or appropriate administrator or the Executive Board of the Association in the following manner:

1. When presented to the appropriate administrator, every effort will be made to resolve the complaint in an informal manner. If the complaint is not resolved at this step, the grievant shall comply with LEVEL ONE, Step 2, before moving to LEVEL TWO.
2. When presented to the Executive Board first, the Board shall determine if the grievant does have a grievable complaint. If the Board determines that the complaint is grievable, the grievant shall comply with LEVEL ONE, Step 1, before moving to LEVEL TWO.

If after a reasonable amount of time, but not more than twenty (20) days, the employee is not satisfied with the progress of his complaint, he/she may submit a grievance to the principal or appropriate administrator in accordance with the provisions of LEVEL TWO of this procedure.

D. LEVEL TWO

If the grievant is not satisfied with the disposition of his/her grievance at LEVEL ONE and can show evidence that he or she has completed both steps of Level One, he or she may submit the grievance to his/her principal or appropriate administrator in writing. The principal or appropriate administrator shall arrange for a meeting to take place within five (5) days following personal receipt of the grievance. The written grievance may be presented to and discussed with the principal or appropriate administrator by the grievant alone or, upon his/her request, by the grievant, the principal, and a representative of the Association.

The appropriate administrator shall provide the grievant and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

E. LEVEL THREE

If the grievant is not satisfied with the disposition of the grievance at LEVEL TWO, or if no decision has been rendered within five (5) days after the meeting at LEVEL TWO, then within five (5) days the grievance may be referred to the Superintendent or designee. The Superintendent or designee shall conduct a hearing with the grievant to take place within five (5) days of receipt of the appeal. The parties in interest shall have the right to include in the presentation such witnesses as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or designee will have five (5) days to provide a written decision, together with the reasons for the decision, to the grievant and the appropriate administrator.

F. LEVEL FOUR

Following the written decision of the Superintendent or designee, or if no decision has been rendered within five (5) days after the hearing, then, within five (5) days the grievance may be referred to the Board of Trustees. Within ten (10) days of receipt of the appeal, the Superintendent or designee shall arrange for a School Board hearing with the grievant, who has the right to be accompanied by a representative of the Association. The parties in interest shall have the right to include in the representation such witnesses as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing the Board of Trustees will have five (5) days to provide a written decision, together with the reasons for the decision, to the grievant and the Association.

G. LEVEL FIVE

If the grievant is not satisfied with the disposition of his/her grievance at LEVEL FOUR, or if no written decision has been rendered within five (5) days after the hearing with the Board of Trustees, he/she may, within not more than five (5) days following the deadline for a written decision from the Board of Trustees, request in writing that the Association submit his/her grievance to arbitration.

The Association shall request arbitration in writing to the Superintendent or designee within five (5) days of the written decision or within eighteen (18) days following the hearing, if no written decision has been rendered. Within ten (10) days after such written notice of submission to arbitration, the Superintendent or designee and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve.

If the parties are unable to agree upon an arbitrator, within ten (10) days, each party will name an arbitrator and obtain a commitment from such arbitrator to serve on a three-man arbitration board. The two arbitrators will name a third mutually acceptable arbitrator to complete the three-man arbitration board. If they are unable to agree upon a third arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of five (5) arbitrators will be made to the Federal Mediation and Conciliation Service. Each arbitrator will strike two names. The remaining name on the list shall serve as the third arbitrator.

If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator (arbitration board) selected to hear the dispute.

Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before completion of the LEVEL FOUR meeting.

The arbitrator (arbitration board) selected will confer with the representatives of the Board of Trustees, Joint School District No. 2, and the Association, and hold hearings promptly. The arbitrator's decision will be in writing, and will set forth his findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator (arbitration board) shall have no power or authority to add to, subtract from, alter, or modify the terms of this agreement, or award damages. "Make-whole" remedies, including interest, shall not be considered damages.

The decision of the arbitrator (arbitration board) shall be submitted to the Board of Trustees, Joint School District No. 2 and the Association and, subject to laws, shall be final and binding.

Nothing contained herein shall deny to any certified employee, the Board or the Association, their rights under State or Federal Constitutions and laws.

The intent of this procedure is to keep arbitration costs to a minimum by using area (regional) and/or public services that might be available whenever possible. The costs of arbitration services, including per diem expenses, if any, and travel and subsistence expenses, if any, and the cost of any hearing room, will be borne equally by the Board of Trustees Joint School District No. 2 and the Association. All other costs will be borne by the party incurring them.

ARTICLE XXIV SAVINGS CLAUSE

If a specific item of this agreement shall be ruled invalid by a court of law or a government agency, the Board and the Association shall enter into negotiations within fifteen (15) days to agree on a successor clause for the invalidated article, but the remaining portions of this agreement shall remain valid and enforceable.

There are no other agreements or understandings not contained in this agreement and all communications, understanding, agreements – expressed or implied – not embodied here shall be and are null and void and of no legal or enforceable effect.

ARTICLE XXV CHANGES IN AGREEMENT

During its term, this agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Board and the Association in written and signed amendments to this agreement.

ARTICLE XXVI
INDIVIDUAL CONTRACT COMPLIANCE

Any employment contract between the Board and an individual certified employee covered by this contract, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement.

ARTICLE XXVII
DURATION

The provisions of this agreement related to salary and benefits will remain in force and effect until modified by negotiations or through November 30th, 2011. Language provisions for the 2010-2011 school year shall be subject to negotiation.

