

PAYETTE SCHOOL DISTRICT

PROCEDURAL AGREEMENT

MAY 2011

## RECOGNITION

### ARTICLE 1

For negotiations for the 2011-12 contract the Association has established per statute and the Board recognizes that the Association is the exclusive representative of the professional certificated personnel of School District No. 371 as defined in Article 3.1.

This Agreement is entered into pursuant to the provisions of Idaho Code 33-1271, et seq.

## DEFINITIONS

### ARTICLE 2

The term "Professional Employee" shall refer to all certificated personnel represented exclusively by the Association in the negotiating unit as defined by Article 3-1, Representation.

The term "Board" shall mean the Board of Trustees of School District 371, in the Counties of Payette and Washington the State of Idaho.

The term "Association" shall mean the Payette Education Association.

The term "Superintendent" shall mean the superintendent of School District No. 371 in the Counties of Payette and Washington in the State of Idaho.

The term "School Year" shall mean the period of time from opening of the schools in District 371 to the closing of the schools in District No. 371 as defined in individual employees' contracts.

The term "Director" shall mean district-wide administrative personnel other than the superintendent.

The term "Day" shall mean working day or school day.

The term "Consultant" shall mean a person mutually agreed upon who shall be present at a session or sessions for the purpose of providing information upon a specific issue.

The term "Non Privileged" is hereby defined as information to which persons are not entitled to as a matter of law and information related solely to strategy and position of the school board, its trustees, negotiators, counsel and staff.

## REPRESENTATION

### ARTICLE 3

It is agreed that all certificated employees of District 371 but the following will be included in representation by the Association:

Superintendent

Principals

Vice-Principals

District-Wide Directors

CERTIFICATION OF ACCEPTANCE

No change, rescission, alternation, or modification of this agreement shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon. This agreement shall be governed and construed according to the Constitution and the Laws of the State of Idaho.

The signatures to this instrument indicate ratification by the membership of the Payette Education Association and the Board of Trustees for Payette School District No. 371J.

Louie Steinkler 7-27-11  
Payette Education Association Date

[Signature] 5-16-11  
Board of Trustees Date

PAYETTE SCHOOL DISTRICT  
NEGOTIATION GROUND RULES  
MAY 2011

## NEGOTIATING TEAM

### ARTICLE 1

A complete list of the Board's and Association's negotiators and alternates will be exchanged prior to the first negotiating session. Each negotiation team shall consist of one (1) chief negotiator, two (2) members and one (1) alternate.

Any District or Association negotiator may act for their chief negotiator in his or her absence. An individual negotiator for either party may be absent without notification to the other party.

The chief negotiator will act as spokesman for his party but may invite comments from other team members relative to the proposal under discussion. Alternate negotiators have the same rights as the members they replace. Two members of each team are necessary for a quorum. Negotiating teams will not exceed four members at any one time.

In the event a vacancy occurs the Board and the Association have the right to replace members of the negotiating team.

The negotiators for the Payette Education Association shall be members of the Payette Education Association and shall be professional employees of the District and the negotiators for the District shall be those appointed by the Board.

The parties may utilize services of consultant(s) but the consultant(s) shall not act as spokesperson for their negotiating team.

## MEETINGS

### ARTICLE 2

There shall be one term for negotiation session each school year. Negotiators shall select a beginning date for negotiation sessions.

Negotiators shall select a day and time for regular negotiating sessions each week.

Caucuses may be called by either party without consent of the other. However, the caucusing party shall make every effort to avoid delaying the negotiations. Total time spent in caucus per meeting shall not exceed 40 minutes in length for either party.

Either party may request adjournment of the negotiating meeting.

## AGREEMENT OF MODIFICATION

### ARTICLE 3

No change, rescission, alteration or modification of this Agreement shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Idaho.

## NEGOTIATION INFORMATION

### ARTICLE 4

The Board agrees to supply upon request of the Association any non-privileged information which may facilitate the negotiations process and is public information.

## SUBMISSION AND AGREEMENT OF PROPOSALS

### ARTICLE 5

The submission and exchange of negotiable items shall observe the following steps:

Step 1: Each party shall submit written negotiations proposals and a complete list of negotiators and alternates.

Step 2: Written counter proposals will be submitted, at regular negotiating sessions. Parties need not reply to, or discuss counter proposals earlier than the next scheduled negotiating session. By mutual consent of both parties, discussion on a proposal may be deferred for a longer period of time.

Once agreement is reached on a proposal, the chief negotiator for each party will initial and date two (2) copies of the approved draft of the proposal. One copy will be retained by each party.

If the negotiated agreement is referred back to the parties either by the Board or the Association membership, each party shall notify the other of such action within 24 hours. Renegotiation shall begin within one (1) week from receipt of notice from the other party. As per Idaho Code, the time limits of June 10 are controlling over the one-week return to negotiation if referred back by failure of ratification.

It is understood that after all proposals are agreed upon the Association is not bound by the agreement until such time as the membership has had an opportunity to review and ratify it. This action must take place within ten (10) days from the date of tentative agreement. As per Idaho Code, the time lines of June 10 and June 15 must be adhered to.

It is understood that after all proposals are agreed upon, the Board is not bound by the Agreement until its members have had an opportunity to review and ratify it. This review must take place within ten (10) days after ratification by the Association. As per Idaho Code, the time lines and deadline of June 22 must be adhered to.

When approved by both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the Board at the next regular or special Board meeting.

## WORK COMMITTEES

### ARTICLE 6

The District recognizes the valuable contribution made to the total school program through work committees.

Work Committees to include members of the certified staff may be formed, directed and dissolved when deemed appropriate by the Board of Trustees.

Policy and procedures including but not limited to

School Day Policy, Reduction in Force Rubric, and Leadership Pay for Performance plan are examples of upcoming Work Committee activities.

Recommendations and reports of Work Committees are advisory in nature.

CERTIFICATION OF ACCEPTANCE

No change, rescission, alternation, or modification of this agreement shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon. This agreement shall be governed and construed according to the Constitution and the Laws of the State of Idaho.

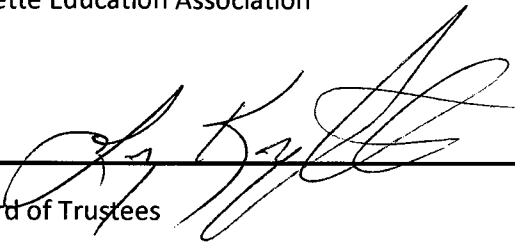
The signatures to this instrument indicate ratification by the membership of the Payette Education Association and the Board of Trustees for Payette School District No. 371J.



7-27-11

Payette Education Association

Date



5-16-11

Board of Trustees

Date

**PAYETTE SCHOOL DISTRICT  
NEGOTIATIONS**

2011-2012 "COLLABORATIVE STYLE"

**NEGOTIABLE ITEMS**

**1. Salary Schedule**

- A. Salary grid will be unfrozen and reflect the year of service.
- B. Salary grid will reflect all education credits.

**2. Insurance**

Health:

- 1. Each regular full-time employee shall be eligible for defined benefit of four-hundred and seven dollars and five cents (\$407.05) per month for health insurance premium. Remaining premium to be paid by employee.
- 2. If Basic Option Plan [\$3,000 deductible; \$5,800 maximum out-of-pocket] is selected by employee, premium differential representing the amount less than the defined benefit (\$407.05) will be contributed to the employee's health savings account.

Dental:

- 1. Premium increase will be covered by Payette School District.

Vision:

- 1. Premium increase will be covered by Payette School District.


**3. Leaves:**

No change.

**4. Professional Development:**

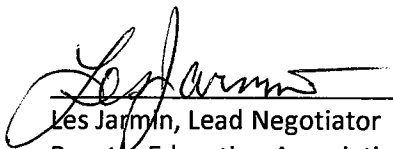
The Board agrees to pay employees covered by this agreement \$50.00 for each semester credit earned June 1, 2011 through May 31, 2012 for approved credits. Contract for the ensuing year must be signed to receive reimbursement for spring/summer courses.

Signed

  
\_\_\_\_\_  
Greg Knighten, Chairman  
Payette School District Board of Trustees

Date

5-16-2011

  
\_\_\_\_\_  
Les Jarmin, Lead Negotiator  
Payette Education Association

Date

5-16-2011