

MASTER AGREEMENT

Between

THE BOARD OF TRUSTEES

Of

SCHOOL DISTRICT #253

And

THE EDUCATORS #253

For the 2014-15 School Year

## ARTICLE 1 - AGREEMENT TO NEGOTIATE

The "Board" and the "Educators" (these names applying to the Board of Trustees of School District # 253 and Certificated Teachers, respectively) do hereby agree to bargain in good faith within the following guidelines.

### Recognition

The board recognizes the educators as the bargaining agent of all regular full-time and part-time certified teachers.

In the event of a petition of challenge of said recognition signed by at least 40% of the teachers of School District #253, the Board will resolve such a challenge by an election, the rules for which will be developed jointly by the Board and the Educators. To be considered, a petition must be submitted to the Board by January 15, and the election held and completed within 30 days. The Board will not recognize more than one petition per year.

### Scope

- A. Any individual contracts between the Board and individual teachers shall be subject to and consistent with the terms of this agreement. Any changes, additions, or deletions concerning this agreement must be approved by both parties.
- B. Yearly negotiations for salaries, fringe benefits, and any other items requiring budget considerations will be handled first and must be completed by June 15. Other items will be negotiated after salaries and fringe benefits.
- C. This agreement shall be effective upon its signing and will continue to be in effect until June 30, 2015. This agreement must be renewed annually by majority vote of both parties.
- D. This agreement does not cover certificated employees who are substitute teachers or who are employed as co-curricular or extra-curricular stipended employees.

## ARTICLE II - RIGHTS AND MUTUAL RESPECT FOR INTENT

- A. The Board, on behalf of and in the best interests of the education process, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the State of Idaho and by the United States.
- B. Individual teacher's rights, in addition to those accorded them as citizens of the State of Idaho and the United States:
  1. All rules and conditions of employment shall be applied uniformly and in a non-discriminatory manner to all personnel.
  2. Just Cause: No teacher shall be disciplined, reprimanded, dismissed, or in any other manner deprived of professional station or advantage without just cause or prior notification, as provided by Idaho Code for tenured and non-tenured teachers.
  3. Appearances before the Board: When required to appear before the Board concerning working conditions, salary, or continued employment, either or both parties are entitled to have an advisor present.
  4. Personnel Files: Individual personnel files are open to the teacher at any time. The teacher may make a copy of any or all of his/her file and share it with whomever he/she wishes.

C. Rights of Educators of #253

1. The Educators have the right to use school facilities and equipment for the conduct of business, at any reasonable time, which does not disrupt teaching or planning duties. Requests for such use of facilities and time must be made in a case-by-case basis to the building principal concerned, and may with just reason be denied.
2. The Board agrees to give access to the Educators all lawful information concerning the financial resources of the district: financial reports, budgets and projected budgets, school census data, educational degree and salary of all teachers, and any other pertinent information. This item of agreement is to be interpreted by the Board as an encouragement to the Educators to provide meaningful rather than uninformed financial requests and suggestions. It is to be interpreted by the Educators as an encouragement to consider the best overall educational effect of the disposition of district funds, as opposed to a "salary-only" attitude.
3. The Board will provide (on the district homepage) the Educators with an agenda of Board meetings. The Board shall also place on the agenda of each regular Board meeting any matter brought to its attention by the Educators, so long as those matters are made known to the Superintendent seven calendar days prior to the meeting.
4. The Board in good faith will study the possibility of increasing custodial hours.

## ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is a claim based upon an event or condition which affects the salaries, district paid benefits or terms of the employment contract of a teacher or group of teachers.
2. The term "days" when used in this article, except where otherwise indicated, shall mean working school days.

B. Purpose: The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to the problem which may from time to time arise affecting the well-being of teachers.

C. General Procedures: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level would be considered as a maximum and every effort should be made to expedite the process.

D. Initiation and Processing: When any teacher or group of teachers voices a claim of infractions the following procedures will be followed:

1. The grievant will first discuss the grievance with the principal or immediate supervisor.
2. If the grievance is not resolved within one week after meeting with his immediate supervisor, the grievant may file the grievance in writing with the

Superintendent. The Superintendent will meet with the grievant within one week after receipt of the written grievance.

3. If the grievance is not resolved within one week after meeting with the Superintendent, the grievance may be referred by the Superintendent to the Board. The grievance may be referred immediately to the Board if the Superintendent feels such action is warranted. Within one month of receiving the written grievance, the Board will meet with the grievant.
4. If the grievance is not resolved within ten days after meeting with the Board, the grievant may within fifteen (15) days of said meeting cooperate with the Board in choosing a mutually acceptable arbitrator. Arbitrator's fee shall be shared equally by both parties.
5. Either part to the airing of a grievance has the right to an adviser and/or legal counsel.
6. Rights of Teachers to Representation:
  - i. No reprisals of any kind will be taken by the Board or by any member of the administration against any interested party, and association representative, any member of the grievance committee or any other participant in the grievance procedure by reasons of participation.  
(b) Nothing herein contained shall be construed as limiting the right of any individual teacher, or any group of teachers, having a grievance from presenting, in person, or through representatives of their own choosing such grievance to any appropriate member of the administration
  - ii. The Board retains the right to accept, modify, or reject the recommendations of the arbiter and to make final judgments relating to any grievance.
  - iii. Decisions rendered will be in writing and set forth the decision and the reasons therefore and will be transmitted promptly to all interested parties and to the chairman of the grievance committee, if requested by the grievant.  
(b) All documents, communications and records dealing with the processing of a grievance will be filed in the personnel files of the participant(s).  
(c) The Board agrees to make available to the grievant and his/her representative all pertinent information in its possession or control and which is relevant to the issues raised by the grievance.

## ARTICLE IV - LEAVES

### A. Personal Leave:

1. Full time certificated employees shall be granted personal leave at the rate of three days per year. Personal leave may be accumulated to a maximum of seven (7) days. A maximum of Five (5) days may be used annually with full pay and no loss of sick leave days. Four (4) unused days may be rolled over for the next year. In June any unused personal leave days over four (4) will be reimbursed in the June salary payment, at the rate then used for certificated substitute teachers.
2. Employees that do not qualify for PERSI benefits are not granted personal leave.

3. Prior arrangement must be made with administration for the use of any personal leave day.

B. Sick Leave:

1. Certificated employees shall be entitled to sick leave with full pay of one (1) day for each month of service or major portion thereof. There is no limit to the allowable number of sick leave days which may accrue. For personal illness of the employee beyond the accumulated sick leave full salary, the certified employee's daily rate will be deducted.
2. Sick leave cannot be used to extend employment time. Sick leave is to be used when it is the intent to return to employment as soon as the illness or disability is terminated.
3. It is further understood that for extreme illness of the employee's spouse, children, the parents, brothers, and sisters of the employee and spouse: that the employee shall be allowed sick leave, where the employee is the one who must care for this person who is seriously ill.
4. For sick leave of three consecutive days or more, it shall be required of the employee to notify school administration of the reasons and present medical explanation, either written or by phone. If the employee has a long term illness of over 5 days, the employee (or authorized representative) shall submit a request for FMLA and be required to inform administration weekly of the situation. Administration may require additional medical verification

C. Bereavement Leave:

Definition of "Immediate Family": The employee's spouse, children (and children's spouses, if married), grandchildren, grandparents, parents, siblings, spouses or children of siblings of the employee or employee's spouse.

1. For death in the immediate family, the employee may:
  - i. Be allowed a maximum of three (3) days absences per event without salary deduction.
  - ii. For absence beyond three (3) days be allowed up to two (2) days sick leave or;
  - iii. Be deducted the certificated substitute teacher salary only for a maximum of two (2) days.
2. Arrangements and prior approval must be made with the Principal as soon as possible.
3. For funerals other than in the immediate family, a certificated employee shall be allowed to conduct, participate in, or attend with Superintendent's approval, with salary deduction of certified substitute teacher only, provided a substitute teacher is used.

## ARTICLE V - INSURANCE

The Board shall provide health (\$2,000 deductible and a 90/10 co-pay) , vision, dental, disability, and life insurance to the educators who have at least a .75 FTE contract. Any change in the carrier shall be done by mutual consent of the Board and the Educators.

Insurance will not be offered to the spouse of the employee.

## ARTICLE VI - VACANCIES, TRANSFERS, REASSIGNMENTS

Teachers who desire a change in grade, subject assignment, or building may file a written request with the Superintendent before April 1 or at the time of an advertised vacancy.

Notices of vacancies shall be posted in each school as soon as such vacancy becomes evident to the administration. Teachers within the district will have the first opportunity of applying for any teaching position.

Teaching vacancies shall be filled by teachers from within the District PROVIDED they make prompt application AND are the best qualified candidates.

## ARTICLE VII - TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Educators and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

Specifically:

- A. The Board agrees to distribute the teaching load as equitably as possible among the staff, in terms of both the number of students taught and the number of different regular assignments.
- B. The Board recognizes that all departments and subject areas should be equally well staffed and funded, as to fail this objective is to seriously prejudice the education process. This implies that the necessary and appropriate texts, maps, audio-visual equipment, Laboratory equipment, and other material are equally provided for all subject areas.
- C. Extra Duties: Non-voluntary extra duties, for which no extra compensation is received, shall be divided equally between certificated personnel and aides. This provision shall be administered on an individual school basis and does not apply to school principals.
- D. Inventories and related duties: The business manager and/or department head will prepare procedures and forms for the inventorying of school property and equipment, to reduce the time required of teacher in this area.
- E. School budget: The Board will continue to allocate budgets for each school, and will encourage the principals to share the budgeting process with the teachers. Budget feedback will be encouraged, especially from department heads.

## ARTICLE VIII - HOURS OF WORK

- A. Basic Hours: The basic hours of work for certified teachers shall be seven (7) hours and Fifty (50) minutes per day. The work day is from 7:45am to 3:35pm.
- B. Work Year: The school year for teachers shall be 182 days with pay [meeting State guidelines on student contact time, two (2) days preparation time before the start of student days (of which one day can be used for district and school faculty meetings), one (1) day after the end of the student school year, and one (1) day at the end of each trimester.

- C. Hours of Work: On days preceding holidays or vacations, the teacher's day shall end at the close of the student school day, except for those on bus duty who may leave after busses have left.
- D. All teachers in the district shall have a 30 minute duty free lunch.

## ARTICLE IX – SALARY (see last page for the 2014-15 Salary Schedule)

The Board and the educators shall, on a yearly basis, negotiate a schedule to be followed in the payment of certified personnel. Good faith bargaining in this area will be demonstrated by structuring the joint goals and efforts of both parties along the following guidelines:

- A. The Board recognizes the teachers' need to maintain salaries at a level consistent with funds available.
- B. The Educators recognize the Board's responsibility toward non-salary related budget items and will consider such realities when attempting to frame responsible salary requests.
- C. Upon condition that the board requests a teacher to upgrade his/her education for an endorsement on a teacher certificate (such as reading) after the date of "lane change" notification (August 1) to the school board has passed, the board will recognize a late "lane change" request. Said request for upgrade MUST be initiated by the board for the late letter for salary increase to be accepted.

## ARTICLE X - REDUCTION IN CERTIFICATED PERSONNEL

- A. A reduction in force (RIF) may occur when the board determines that it is in the best interest of this district to reduce the number of contracted certificated employees because of a financial emergency, decrease in enrollment, changes in curriculum, reorganization, or consolidation. Nothing herein shall prohibit the board from eliminating particular courses or portions or all of an educational program, or otherwise restructuring the course offerings to meet the educational needs of the students.
- B. The following factors may not be considered in making reduction in force decisions: seniority, gender, race, religion, disability, or age.
- C. If the board determines that it is necessary to reduce the number of certificated employees, the board will effect the reductions by implementing this policy after having attempted to reduce the certificated employees to a desired number through attrition.
- D. Certificated employee retention will be based on: certification/endorsement, assignment specifications, evaluation, and degrees held at the time of implementation of the reduction in force, as well as according to eligible veterans consistent with this policy.
- E. Ranking of Employees:
  - 1. All certificated employees will be categorized in all areas of certification endorsement for which they are highly qualified to teach. Each certificated employee will be ranked as set forth below, to determine which certificated employees will be reduced.
  - 2. Eligible veterans, defined consistently with Idaho Code Section 65-501, et seq., will be given preference for any existing position that is not eliminated. If an eligible veteran has the RIF rank, same certification/endorsements, assignment

specifications, evaluations, and degrees as another certificated employee, the eligible veteran will be retained. When a reduction in certificated employee staff is deemed necessary, the board will adhere to the following phases and procedures, exhausting all the possibilities of one phase before moving on to the next.

- F. Phase One: Natural Attrition--In making necessary reductions in certificated employee positions, the board of trustees shall first attempt to do so through natural attrition (i.e., retirements, resignations, reassignments, etc.).
- G. Phase Two: Probationary Personnel Termination--If necessary, the board of trustees will reduce certificated employee staff by terminating the services of certificated employees who are on probation due to unsatisfactory performance, in the order designated by the application of the Reduction in Force Formula.
- H. Phase Three: Personnel on Plan of Improvement Termination--If necessary, the board of trustees will reduce certificated employee staff by terminating the services of certificated employees who are on a plan of improvement due to unsatisfactory performance, in the order designated by the application of the Reduction in Force Formula.
- I. Phase Four: Application of the Reduction in Force Formula
  - 1. Criticality of Assignment Specifications. (The Board may exempt up to 25% of the teaching staff or two employees in a given classification (whichever is greater) from reduction in force based upon this criterion.)
  - 2. Criticality of Certification/Endorsements/Highly Qualified. (10 points are awarded for highly qualified status, 5 points for each additional endorsement.)
  - 3. Employees rank based upon Evaluation Domain 3G (student growth) as measured on objective assessments. Total points will equal the number of employees in the classification being reduced multiplied by a factor of three. (I.e. in a group of ten teachers, the teacher whose students show the greatest percentage of growth will be given a score of  $10 \times 3$  for a total of 30 points.
  - 4. Total points will equal the number of employees in the classification being reduced multiplied by a factor of three. (I.e. in a group of ten teachers, the teacher who had the highest number of points will be given a score of  $10 \times 3$  for a total of 30 points.
  - 5. Employees whose evaluations show that they have not fully met the other criteria in the four domains will have their scores reduced by 4 points for each "unmet" criterion and by 2 points for each criterion "in progress."
  - 6. Additional Degrees (10 points is added for a masters, 15 points for an Ed. Specialist, and 20 points for a Doctorate.
  - 7. In the event the above criteria have not produced the desired reduction in force, the final reduction will be made from the remaining teachers by lottery (i.e. drawing names from a box).
- J. Qualifying For Open Positions--Any certificated employee affected by the reduction in force will be allowed to compete with other similarly situated certificated employees for any and all positions for which he or she is qualified. Certificated employees not affected by this reduction in force policy may be reassigned.



## ARTICLE XI - MISCELLANEOUS

- A. Salary Payment: Teachers shall be paid in twelve (12) equal payments on or before the 25<sup>th</sup> of each month. Any teacher leaving the system may, subject to Board approval and upon written request made before May 31, be paid the balance due him/her in one sum.
- B. Travel reimbursement: Mileage will be paid at \$.485 per mile. If more than one person from the district is allowed to attend the same meeting, mileage will be paid on one (1) vehicle only unless there are extenuating circumstances approved by the superintendent. A district car shall be used when available. If a District car is available and not used for an employee's personal reasons, the mileage reimbursement rate is **\$.20** per mile.
- C. Choice of substitute Teachers: Recognizing that professional preparation in subject matter does make a contribution to the learning which takes place in the classroom, the Board shall encourage teacher input in this area as follows:
1. Each teacher will be presented a list of available substitute teachers in his/her area, including those certified in his/her area of expertise and those who are not so qualified. Training and previous experience of such personnel should be specifically listed.
  2. The teacher and the principal will confer to determine which substitutes are most effective in actual teaching situations in the grade or subject concerned, and when the principal seeks a substitute teacher for said teacher, this prioritized list should be strictly followed.
  3. This procedure becomes even more important for longer periods of leave, since more initiative, organization, and teaching ability are required for such periods. In such cases, every effort should be made to locate a certified substitute.
  4. The intent of this procedure is to make a positive statement concerning the value of professional preparation as well as making a clear statement about the importance of uninterrupted qualify instruction in the classroom.

### ACCEPTANCE AND SIGNING AGREEMENT

This agreement between West Jefferson School District #253 and the Educators of #253 is signed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Educators of # 253, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
West Jefferson S. D. #253  
Board Chairman

\_\_\_\_\_  
Date

Witnesses:

\_\_\_\_\_  
West Jefferson S. D. # 253  
Educators of #253 Secretary

\_\_\_\_\_  
West Jefferson S.D. #253  
Superintendent