

COUNCIL EDUCATION ASSOCIATION

MASTER CONTRACT

**BETWEEN THE ASSOCIATION AND
THE BOARD OF TRUSTEES**

|

**2016-2017
SCHOOL YEAR**

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MASTER CONTRACT

I. Recognition and Purpose

- A. The Board of Trustees of School District 13 (hereinafter referred to as the Board) recognizes the Council Education Association (hereinafter referred to as the Association) as the sole and exclusive negotiating agent for all certificated personnel (hereinafter referred to as employees). All administrators, including Superintendent, Principals, and Supervisors will be excluded.
- B. The provisions of this agreement shall apply to all employees covered by this agreement without discrimination.
- C. The Board and Association agree to meet and negotiate in good faith on all matters relating to wages, fringe benefits, Association rights, teacher protections, leaves, grievances, Sick Leave Bank, and negotiation procedures.
- D. Negotiations shall begin no later than February of each year and end no later than May 20th of the same year. If agreement has not been reached, the parties agree to statutory provisions for impasse resolution.
- E. Negotiations may be re-opened at any time during the school year if both the district and the CEA agree that conditions warrant such opening.

II. Rights

- A. Board Rights
The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent authorized by law.
- B. Teacher Rights
No employee shall be disciplined, reprimanded, reduced in rank or compensation, nonrenewed, dismissed, terminated or deprived of any professional advantage without just cause and due process.

All teacher evaluations shall be done in accordance with the Danielson model as adopted by the Idaho State Board of Education.
- C. Association Rights
The Council Education Association (CEA) shall have the privilege of using a room in the school building for meetings. This privilege shall be in effect until otherwise stated by the Board.

The CEA shall be allowed to hold meetings only before or after normal student hours.

The CEA shall have the right to post notices of activities and meetings on teachers' room bulletin boards.

The CEA shall have the right to use school computers to contact members.

III. Grievance Procedure

For the purpose of this Agreement, a grievance shall be a written statement by a teacher that a disagreement exists over the application of the term or terms of the Agreement between the Association and the Board and Board Policy. All grievances shall contain a concise statement of the disagreement and the contract provision(s) which is/are alleged violated.

Every effort shall be made to settle grievances at the lowest possible level of the grievance procedure.

Step 1 - An aggrieved teacher shall promptly attempt to resolve the grievance informally between the teacher and his or her principal or immediate supervisor.

If the grievance is not resolved informally, it shall be reduced to writing by the teacher who shall submit it to the principal. If a teacher does not submit his grievance to the principal in writing in accordance with Step 1 within fifteen (15) days after the facts upon which the grievance is based first occur, the grievance will be deemed waived.

The principal will reply in writing to the teacher with a copy to the Association within five (5) school days after receipt of the written grievance.

Step 2 - If the grievance is not settled in Step 1 and the teacher wishes to appeal the grievance to Step 2, the teacher may file the grievance in writing to the Superintendent of Schools within ten (10) school days after receipt of the principal's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the fact upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought. The Superintendent or his representative shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the teacher no later than ten (10) school days after receipt of the written grievance.

Step 3 - If the grievance is not settled at Step 2, the teacher may within five (5) days after a decision by the Superintendent, refer the grievance to the Board of Trustees through the Superintendent. The Board will then at their next meeting hear the grievance. Neither party shall be permitted to assert in the proceedings any evidence which was not submitted to the other party before the completion of Step 2 meetings. The Board may uphold, modify or overturn the ruling of the Superintendent.

Upon conclusion of the hearing, the Board will have six (6) days to provide its written decision to the grievant. The Board will attempt to hear grievance outside of school hours. If the Board finds it necessary to hear a grievance during school hours, the grievant and necessary witnesses shall suffer no loss of pay for attendance at the Board's hearing.

Each party shall bear all costs of producing their own witnesses, preparation of exhibits and other materials to include the production of a record or transcript of the preceding unless such record or transcript is desired by both parties.

IV. Leaves

A. Sick Leave

1. At the beginning of each school year, each professional employee shall be credited with nine (9) days of sick leave allowance.
2. Professional employees employed on a part-time basis or for part of a school year shall receive a prorated portion of the annual sick leave.
3. The unused portion of such allowance will accumulate from year to year up to 300 days to be used as sick leave days. Absences will be handled according to Board policy.
4. Sick leave is to be used for absences caused by personal illness, accident, or circumstances which render the employee incapable of carrying on his/her teaching duties, including childbearing.
5. Professional employees shall be allowed to use sick leave when such absence is due to illness of a member of the individual's immediate family. Immediate family shall be defined as a grandparents, spouse, parents, brother, sister, children, grandchildren, and spouse's immediate family. Other cases may be negotiated with the Superintendent.

B. Sick Leave Bank

All certificated employees of the Council School District who are eligible for health insurance may participate in the Sick Leave Bank. To participate, each new employee shall contribute one of his earned sick leave days. For each single day or one-half day contributed by each member, the School District shall add the same. The contributed sick leave days shall form a fund that will be available to all eligible participating employees upon recommendation of the Sick Leave Bank Committee for the purpose of alleviating the hardships caused by absence from work necessitated by extended or recurring serious illness extending beyond the employee's accumulated sick leave.

The Sick Leave Bank Committee shall consist of the following members:

1. Two (2) members appointed by the Council Education Association.
2. One (1) member appointed by the District.
3. The two Association Sick Leave Bank Committee members must be Sick Leave Bank members. The District's representative must be a Bank member. At least one representative of the District and one representative of the Association shall be present in order for the Committee to consider application for grants or conduct other business.

The Sick Leave Bank Committee shall determine the number of sick leave days each participant must contribute in order to keep the Bank solvent with the following limitations:

1. Each participant must contribute the same number of days.
2. All contributions must be whole or half days.

3. The maximum number of days in the Sick Leave Bank shall not exceed 120 days in any school year July 1 to June 30, except when new professional employees enter employment with the District.

The Sick Leave Bank Committee shall be responsible for reporting to the District office, by the 10th of October of each year, the names of contributors and the number of days contributed. It shall report all days granted by the Bank within three (3) working days of making a grant and all of the other information necessary for the employee's records.

In order for an employee to be eligible to apply for sick leave benefits from the Sick Leave Bank, the employee must first:

1. Be a contributor to the Bank.
2. Have been absent from work due to illness or accident for:
 - a. all his accumulated sick leave days, and
 - b. all of his personal leave days.

Written application for use of the Bank will be submitted to the Sick Leave Bank Committee prior to or within ten (10) days from the date the applicant returns to the District to resume his or her assignment. If the applicant is incapacitated to such an extent that he or she cannot personally apply for a grant, the applicant's immediate supervisor or immediate family may apply for the grant. All applications for grants from the Bank should be sent to:

Sick Leave Bank Committee
c/o Clerk
Council School District #13
Council, ID 83612

The Committee may require a doctor's written statement as to the nature of the illness at the time of application and from time to time after a grant has been made.

The Committee shall review the request and determine the eligibility of the employee. The Sick Leave Bank Committee will respond within two (2) weeks to each application for a grant in writing and in the event the application is denied, will state the reason(s) for such denial. The Committee shall be the authority to make final decisions within the established guidelines as to the disposition of the case.

The maximum number of work days that can be granted to an eligible participant is thirty (30) days/school year (July 1 - June 30). This requirement may be extended an additional thirty (30) days in the event of extenuating circumstances. In no case shall an employee be granted more than sixty (60) days per year.

Maternity leave from the Sick Leave Bank will be for six (6) weeks total (except in extenuating circumstances) including all leave days the employee may have at the time of application to the Sick Leave Bank.

Bank grants to individual employees will not be carried over from one fiscal year to the next; all such grants will end at the termination of the school year. If an employee does not use all of the days granted by the Bank, the unused sick leave

days will be returned to the Bank. In no case shall an employee be granted more than a total of 180 days from the Sick Leave Bank for all illnesses or disabilities during employment with the District.

If the Sick Leave Bank is exhausted during a fiscal year, additional days may be added upon the vote of the members. The district may contribute a like number of days.

A Sick Leave Bank member may withdraw his membership at any time by submitting a written request to the Sick Leave Bank Committee. A member may not withdraw those days of sick leave already given.

If workmen's compensation pays the employee's lost salary, the employee will not be eligible to utilize the Sick Leave Bank.

C. Personal Leave

Personal leave shall be granted to the professional employee at the rate of three (3) days per year with the cost of a substitute teacher being borne by the District and two (2) days with the cost of a substitute being borne by the teacher. The cost borne by the teacher will be that of a certified substitute.

1. A written request for personal leave is required not less than two (2) days prior to the day of leave taking when possible.
2. Institutional needs have priority over elective leave taking. Leave taking will be at the discretion of the building principal. Those days on which other teachers are absent, days immediately before or after a holiday, and in-service days will not be allowed as personal leave days. Holidays will be defined as Christmas break, Thanksgiving break and spring break. In exceptional circumstances, building administrators may resolve specific cases.
3. Each teacher will be allowed three (3) days of personal leave per year, in addition to sick leave. Unused personal days may accrue up to five (5) days. At the discretion of the employee, unused personal leave will be reimbursed at the rate for a certified substitute. This pay will be included in the June paycheck.

- D. A teacher wishing to leave for more than one (1) hour or less than two and one half (2.5) hours may do so if he/she can find a teacher(s) to cover their class(es). Said covering teacher(s) will be paid the hourly wage of a substitute. The teacher leaving shall fill out a leave request, which will require the approval of their supervisor.

E. Bereavement Leave

All teachers shall be allowed a maximum of five (5) days of bereavement leave at loss of immediate family members. Immediate family shall be defined as grandparents, spouse, parents, brother, sister, children, grandchildren and spouse's immediate family. Other cases may be negotiated at the discretion of the Superintendent.

F. Professional Leave

Each teacher shall be allowed four (4) days of professional leave per year. Days will not accrue. Teacher must obtain approval of the building principal.

G. Association Leave

Leave for Association purposes will be granted, with pay by the District, to no more than two (2) teachers on any given day and not to exceed a combined total of six (6) days per year. When Idaho Education Association makes reimbursement for substitutes, that money will go to the District. Delegate Assembly days are excluded from this policy.

H. Extended Leaves

Professional employees, with Board approval, shall be granted leaves of absence without pay for up to one (1) year. Upon return from such leave, the employee shall be reassigned to the same position, or be assigned to a position authorized by the State Department of Education.

All rights of tenure, retirement, accrued sick leave, salary increments and other benefits provided herein shall be preserved and available to the professional employee upon his/her return to the District. Employees on extended leave may continue in all group insurance, but must pay their own premium.

I. Community Leave

Employees will be allowed leave to serve in elected or volunteer positions in the community for up to 6 days a year. Elected positions may be negotiated for more than 6 days at the discretion of the superintendent.

V. Provisions of Employment

The following regulations shall govern certificated personnel:

1. The yearly salary is based on nine (9) months of school or one hundred and sixty-nine (169) days of service to be paid in twelve (12) monthly installments, except for those persons with an extended contract.
2. Teachers will work Monday through Thursday and those Fridays determined to be work days in the calendar.
3. All teachers shall be expected to perform extra duties as assigned by their respective building principals.
4. All certificated personnel shall possess a valid certificate or have completed the requirements for certification.

VI. School Year

The school year for teachers shall be 169 days with pay, including six (6) holidays and a minimum of four (4) work days. The holidays shall include Labor Day, Thanksgiving, Christmas, New Year's Day, Presidents Day and Memorial Day. The remaining 159 days shall be a combination of instruction days and in-service training days that meet or exceed the state guidelines for minimum hours of instruction. It is understood that some years may not have 159 days scheduled in the calendar as long as required state minimum hours of instruction are met. The day before Christmas shall be an early dismissal day, ½ day. The Wednesday immediately before Thanksgiving shall be ½ day, if worked. If the Wednesday immediately before Thanksgiving is not worked, teachers will be required to only be present ½ day the last day of the school year for students.

VII. Work Day

Teachers are contracted to perform a service which cannot be measured by a fixed time during the day. Some days more time is needed than on other days.

Basic work hours for teachers in the junior-senior high school shall be a flexible nine (9) hours and fifteen (15) minutes a day beginning no later than 7:30 a.m. including lunch period and any school related meetings. Those teachers who are less than 1.0 FTE will be given a work calendar showing their appropriate days and hours. Staff will be required to check in and check out in the office in a manner approved by the administration.

High school teachers shall be given one preparation period per day in one block of time. Each K-6 elementary teacher shall be given an average of fifty (50) minutes duty-free preparation time daily between 8:00 a.m. and 3:30 p.m. on including recess time and lunch. All instructors in grades K-12 shall be given a minimum of thirty (30) minutes duty-free lunch time each day for two weeks out of three work weeks.

All school personnel shall make arrangements through their building supervisor when necessary to be absent from their building during any part of the school day, excluding lunch periods.

When two teachers are job sharing, they may trade their normal days of teaching. This may be done only with mutual consent and their supervisor's approval.

VIII. Certificated Employee Insurance and Fringe Benefits Pool

1. The District shall provide at no cost to certificated employees \$20,000 of level group term life insurance coverage under the plan annually adopted by the Idaho Schools Cooperative Service Council.
2. For certificated employees regularly working twenty (20) hours or more per week, the School District shall pay a maximum of \$400 per month per employee for medical/dental insurance with Select Health/Dental as mutually agreed upon by the School Board and Association.
3. Each employee's total compensation from the salary schedule shall include an amount that may be sheltered from income taxes and used to purchase dependent coverage and optional fringe benefits.
4. The benefits of provisions 1 through 2 will continue over a twelve (12) calendar month year as long as a person retains the status of a certificated employee of the District.

Certificated personnel leaving the District will receive the benefits of provisions one through three during the months when they are receiving a District payroll check.

5. A CEA appointed committee of employees will make an annual recommendation to the Board of Education regarding suggested insurance carriers and plans with said recommendation to be made by the committee no later than April 1 with a Board of Education response by May 1.
6. Each certificated employee shall allocate on a once a year election the sum contributed to his/her credit among the various benefits offered in the pool.
7. Should the certificated employee choose benefits whose premiums exceed the District's contribution, the employee shall authorize payroll deduction to pay the excess amounts.
8. No individual changes in allocation of benefits or deductions may be made after October 15 except for family additions or in the case of new employees.
9. Coverage shall begin on the effective date of this contract and will end after twelve (12) months.
10. The pool must satisfy Internal Revenue requirements.

IX. Payroll Deductions

The Board of Trustees agrees to deduct from the salaries of all employees of the appropriate unit such monies for membership in the United Teaching Profession (National Education Association, Idaho Education Association and Council Education Association) as said persons individually authorize the Board to deduct.

Said monies shall be transmitted to the comptroller of the Idaho Education Association on a monthly basis.

X. Education Advancement Incentives

In addition to incentives for educational advancement embodied in the salary schedule, the Board of Education will authorize payment to subsidize educational advancement as follows for credits appropriate for the individual's area assignment annually.

1. A maximum of \$500 per year per employee for college credits and required costs. Documentation must be provided.
2. National Board Certification: Each teacher applying for National Board Certification will have the application fee paid by the school district, not to exceed three teachers per year.

XI. Pay Periods

Payroll checks shall be issued on or before the 20th of each month.

XII. Class Size, Class Load

The individual class size should not exceed the following number of students:

K	Twenty (20) students per session (session is morning or afternoon, not a total of both).
1	25
2-3	28
4-6	32
7-12	A teacher may not see more than 160 students per day.

If one class exceeds the numbers in the elementary, the decision to divide the class will depend on the average of the classes as a total. If the average is above the total for classes then a decision will be made by the School Board.

If the total of students in the secondary school exceeds the 160 students per day, then confirmation must be received by the secondary certification standards board or the state department.

XIII. Reduction in Certified Personnel

The reduction in certificated personnel policy as contained in the District Policy Book may only be changed after meeting with certificated personnel. Changes may only be made after the policy change is introduced at a regularly scheduled board meeting, discussed with the teachers, then brought back to a subsequent regularly scheduled board meeting.

XIV. Salary Schedule

2016-17 Career Ladder Rung	2016-17 Salary Amount
Prof 10	\$48,202
Prof 9	\$47,183
Prof 8	\$46,201
Prof 7	\$44,503
Prof 6	\$43,591
Prof 5	\$41,961
Prof 4	\$41,113
Prof 3	\$39,546
Prof 2	\$38,758
Prof 1	\$37,249
Res/Prof3	\$35,117
Res/Prof2	\$34,250
Res1/Prof1	\$33,400

1. The district salary schedule shall be the State Department of Education Career Ladder funding mechanism into which all certificated instructional staff shall be placed on the appropriate rung and shall move up the ladder as per State Department of Education requirements.
2. All certificated instructional staff new to the district this school year shall be paid the salary funded by their rung on the career ladder.
3. All certificated instructional staff employed by the district the previous school year shall be paid the salary funded by their rung on the career ladder or the amount of their salary the previous year, whichever is more.
4. Any certificated instructional staff who are eligible to move to the next rung on the career ladder and by which movement would not earn an increase in salary of at least 2% shall receive in addition to the salary as explained in Item 3, an increase in salary in the amount necessary to provide an increase of 2%.
5. All certificated instructional staff who have a BA+24 and a professional endorsement shall be paid an education allocation of \$800 and all those certificated instructional staff who have a Master's degree and a professional endorsement shall be paid an education allocation of \$1,400. The education allocation shall be added to the contract as salary.

XV. Extra-Curricular Salary

BASE SALARY

\$24,055

	PERCENT OF BASE	AMOUNT OF SALARY
VARSITY FOOTBALL	10.00%	\$2,456
ASSISTANT FOOTBALL	6.50%	\$1,614
VARSITY VOLLEYBALL	7.00%	\$1,734
ASSISTANT VOLLEYBALL	5.00%	\$1,253
CROSS COUNTRY	6.00%	\$1,493
VARSITY BASKETBALL - BOYS	10.00%	\$2,456
VARSITY BASKETBALL - GIRLS	10.00%	\$2,456
ASSISTANT BASKETBALL - BOYS	8.00%	\$1,974
ASSISTANT BASKETBALL - GIRLS	8.00%	\$1,974
VARSITY TRACK - BOYS & GIRLS	10.00%	\$2,456
ASSISTANT TRACK	5.00%	\$1,203
FCCLA ADVISOR	2.50%	\$601
JR. HIGH FCCLA ADVISOR	2.50%	\$601
MUSIC	5.75%	\$1,383
NATIONAL HONOR SOCIETY	3.50%	\$842
SCIENCE CLUB	1.00%	\$241
7TH GRADE ADVISOR	1.00%	\$241
8TH GRADE ADVISOR	1.00%	\$241
9TH GRADE ADVISOR	1.00%	\$241
10TH GRADE ADVISOR	1.00%	\$241
11TH GRADE ADVISOR	5.00%	\$1,203
12TH GRADE ADVISOR	3.50%	\$842
ATHLETIC DIRECTOR	0.00%	\$4,500
JR HIGH FOOTBALL (1/2)	1.00%	\$241
JR HIGH FOOTBALL (1/2)	1.00%	\$241
JR HIGH VOLLEYBALL (1/2)	1.00%	\$241
JR HIGH VOLLEYBALL (1/2)	1.00%	\$241
JR HIGH GIRLS' BASKETBALL (1/2)	1.00%	\$241
JR HIGH GIRLS' BASKETBALL (1/2)	1.00%	\$241
JR HIGH BOYS' BASKETBALL (1/2)	1.00%	\$241
JR HIGH BOYS' BASKETBALL (1/2)	1.00%	\$241
JR HIGH TRACK (1/2)	1.00%	\$241
JR HIGH TRACK (1/2)	1.00%	\$241
		\$34,648

Coaches who are beginning their third consecutive year in the same coaching position will receive a \$50.00 bonus that year and each year thereafter.

Athletic Director

The rate of compensation for the Athletic Director shall be \$4,500 annually. If this position is divided between two or more individuals, all compensation shall be divided in a manner acceptable to all parties.

XVI. Savings Clause

All items in this agreement are presumed to be legal and valid. If any 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 twenty (20) days to agree on a successor clause for the invalidated article. The balance of this agreement shall not be affected by any such ruling and shall remain in full force.

XVII. Duration

The provisions of this agreement will be effective as of September 1, 2016, and will continue and remain in full force and effect until August 31, 2017.

If at the time this agreement would otherwise terminate, the parties are negotiating for a new agreement, the terms and conditions hereof shall continue in effect until ratification by both parties of the successor agreement; and any new agreement shall be made retroactive to the date the agreement would otherwise have terminated.

XIII. Acceptance

This agreement is signed on the 23rd day of May, 2016. This agreement shall be binding hereto with the approval of both the Council Board of Trustees and the Council Education Association.

Melissa Roundtree

Council Board of Trustees

Brian Joyce

Council Education Association