

**GEM COUNTY EDUCATION ASSOCIATION**

**May 12, 2016**

**MASTER AGREEMENT**

**2016 - 2017 SCHOOL YEAR**

**BETWEEN THE ASSOCIATION**

**AND**

**THE BOARD OF TRUSTEES**

**EMMETT INDEPENDENT SCHOOL DISTRICT #221**

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## **ARTICLE I – AGREEMENT AND RECOGNITION**

This Agreement is made and entered into by and between the Board of Trustees of School District No. 221, hereinafter referred to as the Board, and the Gem County Education Association, hereinafter referred to as the Association, for the period of July 1, 2016 through June 30, 2017 and is pursuant to the laws of the State of Idaho.

For the 2016-2017 school year, the Board recognizes the Association as the exclusive representative of all professional employees of School District No. 221 except as follows: Superintendent, Assistant Superintendent, Principals, Vice-Principals, Director of Special Education, Director of Curriculum, and any other supervisory personnel.

Pursuant to Idaho Code, the recognition requires satisfactory evidence that the Association in fact represents a majority of such employees. Upon the request of the Board, the GCEA will provide evidence within ten (10) days of its representation of a majority of such employees. Such evidence shall be in the form of a letter that attests to the required representative status, signed designation cards, or by election as may be determined by the Association.

## **ARTICLE II – PROCEDURES FOR NEGOTIATING A MASTER AGREEMENT**

The Board and the Association shall negotiate, per the requirements and pursuant to the process and procedure established by the Idaho Code, as to matters of Compensation to include salaries, benefits (insurance, leave time, and sick leave), description of the professional teacher and what is expected including areas such as hours of work and parent contacts, RIF policy, Grievance policy, input into Board policy development for areas such as the calendar process, and committee participation.

Negotiating sessions will be open and will be held on a regular basis at times and places mutually agreed to. The first order of business at each meeting will be to establish the date and time of the next meeting.

Each negotiating team will consist of no more than four (4) persons at one time. Each team shall have the right to utilize the service of consultants during the negotiation, such consultants not to exceed four (4) in number.

It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and ratification by the Association, but the parties mutually pledge that representatives selected by each shall be endowed with all necessary power and authority to make a proposal, consider proposals, and make concessions in the course of negotiations in an attempt to reach agreement.

In the event that the Board and Association are not able to come to an agreement in negotiations the issue or issues in dispute shall be submitted to mediation to resolve the conflict as per Idaho Code 33-1274. A mediator will be jointly selected by the Board and Association within 7 days of either party requesting mediation. Expenses related to the mediator shall be divided evenly between the Board and Association. The Board and Association agree to resolve the disputed item(s) through mediation.

## **ARTICLE III – DEFINITIONS**

1. The term “Association” as used in the Agreement shall mean the Gem County Education Association.

2. The term “Board” as used in this Agreement shall mean the Board of Trustees of School District No. 221, County of Gem, and State of Idaho.
3. The term “Salary” as used in this Agreement shall mean any direct financial remuneration for contracted services rendered.
4. The term “Fringe Benefits” as used in this Agreement shall mean the financial payment made by the District on behalf of the employee.

#### **ARTICLE IV – PROFESSIONAL TEACHER**

This agreement between the Board and Association covers a few specific provisions that govern the conduct of the Board and teachers. An overriding principle is that certified teachers are Professional Educators, and as such, are governed by the highest ideals of the profession. Teacher conduct is governed by Federal and State laws, State Board of Education rules, the Code of Ethics for Idaho Professional Educators, district policy, and school procedures. Professional teachers are classified as Exempt Employees under the provisions of the Fair Labor Standards Act. As a Professional, the teacher is paid a salary to accomplish the job they are assigned.

Although this agreement defines areas such as hours of a work day, the Board and Association acknowledge that Professional Teachers put in many more hours to accomplish the tasks. The work day is established to provide for the orderly operation of the schools, safety of students, and convenient access of parents to teachers. As professionals, the administration and staff will cooperate in allowing for some flexibility during the defined work day as long as it does not negatively impact student education or safety. Also, administration and staff will cooperate in allowing for some flexibility outside the defined work day as long as it does not negatively impact personal responsibilities.

For the 2016-2017 school year, the Board has approved a calendar for a 187 day contract year, which includes six national holidays. The calendar will include five (5) professional development / work days before school, one full work day at the end of each trimester and 2 full professional development days during the school year. The work day for employees has been set at 7.5 hours per day.

##### **Duty Free Lunch**

Emmett School District #221 shall provide thirty (30) consecutive minutes of duty free lunch for all professional employees in the district. Professional employees have the right to give up duty free lunch at their own discretion.

##### **Evaluation**

Principals will make reasonable efforts to inform a staff member when they feel there is an area in which he or she might be “Unsatisfactory” or “Basic” before it appears on the final yearly evaluation.

Any Certified staff member that has received an overall rating of “Unsatisfactory” or “Basic” on their final yearly evaluation will be evaluated the next year by 2 administrators, one from their building and one from another building in the district.

The second evaluator will not discuss or review the previous evaluation with the certified staff’s building principal.

The building principal uses the information from the second evaluator to complete a final yearly evaluation. If this evaluation has an overall rating of “Unsatisfactory” or “Basic” a meeting is held at the request of the teacher with the two evaluators and the superintendent to review evidence and discuss the evaluation. The teacher may request to have a representative from the IEA/NEA, excluding legal counsel, join the meeting. An amended final evaluation may be created in this meeting. There is no appeal to this final evaluation.

## **ARTICLE V – CERTIFIED TEACHERS CONTRACTS**

As established in Idaho Code 33-514 there are three (3) categories of annual Contracts available to school districts under which to employ certified personnel: Category 1 contract is a limited one year contract; Category 2 contract for certificated personnel in the first and second years of continuous employment with the same district; and Category 3 contract is for certificated personnel in the third year of continuous employment.

Idaho Code 33-515 establishes the provisions for the school district to offer Renewable contracts to certified personnel. Upon being offered and signing a contract for the fourth full year with the district, a certified personnel is placed on renewable contract status.

## **ARTICLE VI – POLICY DEVELOPMENT AND COMMITTEE PARTICIPATION**

Certified teachers are an essential part of the decision making process for Emmett School District.

1. Policy Development – Teachers are invited to review all proposed Board policies and provide input during their development. When a committee is formed to review a policy, appropriate certified staff will be invited to be a part of the committee. The Superintendent will post on the District Website all proposed policies. A form will be available on the Website to provide feedback on proposed policy changes. A copy of each proposed policy will be sent to the president of the Association, for distribution to all teachers, to receive feedback on the policy.
2. Committee Involvement – Reasonable effort will be made to provide certified staff representation to include GCEA members on school and district committees. District committees will include, but are not limited to calendar, leadership premium, and insurance.
3. Certified Teacher Issues for 2016 – 2017 – Certified teachers will be on building level and district level committees for the development of policies, procedures, or plans for the following issues:
  - 3.1 Evaluation Process
  - 3.2 Determining measures and targets for measurable student achievement.
  - 3.3 Determining qualifications for master teacher premiums.

## **ARTICLE VII – ASSIGNMENT AND TRANSFER OF CERTIFICATED EMPLOYEES**

The superintendent is authorized to transfer or assign certificated employees to any position for which the employee is qualified. Assignments will be based on the qualifications of the employee, availability of other qualified personnel, the desires of the employee, as well as the philosophy and needs of the district.

Transfers and changes in assignment may be made at the initiative of the superintendent of schools, other administrative staff members, or at the request of the employee. The change

will be contingent upon approval by the superintendent in consultation with the building principal(s).

#### Vacancy

When a certified position becomes available the vacancy will be posted within district for five (5) working days before being posted outside the district. Any interested employees will submit a written statement of their desire to be considered for the position.

Employees wishing to change assignments or buildings for the subsequent year may submit a written request to transfer to their building principal and superintendent by March 1. The request should include the grade and/or subject to which the employee desires to be assigned and the school or schools to which he/she desires to be transferred.

Current employees requesting a transfer will be given due consideration as to filling the vacancy.

#### Involuntary Transfer

If a change of assignment was not requested by the employee, the employee will be notified as soon as possible and have an opportunity to express his or her preferences. Reasonable efforts will be made to not involuntarily transfer a certified employee more than one year in a row or consecutive transfers. The superintendent's decision regarding the assignment will be final.

### **ARTICLE VIII – GRIEVANCE PROCEDURE FOR CERTIFICATED EMPLOYEES**

#### 1. PURPOSE

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 as confidential as may be appropriate at any level of the procedure.

Nothing herein contained will be construed as limiting the right of any certificated employee, except administrators, having a grievance, to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided that the adjustment is consistent with Board Policy.

All grievance related documents, communications, and records dealing with the process of a grievance shall be filed separately from the personnel files of the participants.

#### 2. DEFINITIONS

Grievance is a claim alleging a violation, misinterpretation, or misapplication of the negotiated agreement, district policy or procedure affecting employment conditions.

The term grievance shall not apply to any matter which:

- 2.1. The method of review is prescribed by law.
- 2.2. The School Board is without authority to act.
- 2.3. Is covered by the School Board's affirmative action grievance procedure.

Teacher is a certified employee holding a certified position in the district such as classroom teacher, counselor, etc. This policy excludes certified staff on an administrative contract.

An “aggrieved person” is a certified teacher or group of teachers.

A “party of interest” is a certified employee who may be required to take action to resolve a grievance or against whom action may be taken to resolve a grievance. Any “party of interest” may be represented at any level of the grievance procedure by a person or persons of his or her choosing.

A “day” as used in this Grievance Procedure means any teacher contract day 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.

### 3. TIME LIMITS

No grievance shall be valid unless it has been presented at the appropriate level within thirty (30) days after the aggrieved person or persons knew, or reasonably should have known, of the act or condition on which the grievance is based. If not so presented, the grievance shall be considered as waived.

The term "days" when used in regard to a time limit shall mean school contract days or during summer break business days.

If a grievance is filed which might not be finally resolved at Step Three before the school year would expire leaving the grievance unresolved, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

### 4. REPRESENTATION

The “aggrieved person” initiating the grievance has the right to be represented at each step of the grievance procedure by any person or persons of his or her choice. However, the “aggrieved person” must personally be present at all levels of the grievance procedure.

Neither the board nor any member of the administration shall take reprisals of any kind against any teacher, any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.

### 5. PROCEDURE

A written grievance shall meet the following specifications:

- 5.1. It shall be specific
- 5.2. It shall contain a synopsis of the facts giving rise to the alleged violation or misinterpretation.
- 5.3. It shall contain the specific section of the negotiated agreement, District policy or procedure which has allegedly been violated.
- 5.4. It shall state the relief requested.
- 5.5. It shall contain the date of the alleged violation.
- 5.6. It shall be signed by the aggrieved.

Step One -- Principal or immediate supervisor

An aggrieved employee shall first discuss the grievance with the building principal or his/her immediate supervisor with the objective of resolving the matter informally. The aggrieved employee may (1) discuss the grievance personally, (2) may request that a representative accompany him/her, or (3) may request that the representative act in his/her behalf with the grievant present throughout the grievance process.

#### Step Two -- Superintendent

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been reached by his/her principal or immediate supervisor within five (5) days after the meeting, then the aggrieved employee may file the grievance in writing with the District Superintendent, with a copy sent to his/her Principal or immediate supervisor within six (6) days after the receipt of the Step One decision or eight (8) days after the Step One meeting, whichever is the later.

The Superintendent shall arrange for a meeting with the aggrieved employee within five (5) days after receiving the appeal from Step One in writing. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon completion of the hearing, the Superintendent will have five (5) days in which to provide his/her decision in writing to the aggrieved employee.

#### Step Three -- School Board or Board of Trustees

If the aggrieved employee is not satisfied with the written disposition of his/her grievance after Step Two, the aggrieved person may appeal by submitting a written grievance to the School Board within eight (8) days of receiving the Superintendent's decision. Copies of the appeal will be sent to the Principal or immediate supervisor and Superintendent. Within ten (10) days after receiving the grievance appeal, a committee of School Board members, the full board, or a hearing officer designated by the School Board shall meet with the aggrieved employee for the purpose of resolving the grievance. The School Board's ultimate decision and final disposition of the grievance shall, however, be rendered by the full Board in writing within thirty (30) days after receiving the notice of appeal. If a hearing officer is designated, all parties in interest shall have ten (10) days to submit written objections to his/her proposed findings and recommended disposition.

### 6. FACILITATION

The Board agrees to make available to the aggrieved person and his/her representative all pertinent information not privileged under law in its possession or control which is relevant to the issues raised by the grievance.

### 7. LEGAL RIGHTS

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

## **ARTICLE IX – REDUCTION IN FORCE OF CERTIFICATED EMPLOYEES**

### **1. General Statement**

A reduction in force may occur when the board determines that it is in the best interest of this district to reduce the number of contracted certificated employees.

### **2. Reasons for Elimination of Certificated Staff Positions**

It is recognized that the Board of the District has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of the state statutes.

Elimination of certificated staff positions may result from the following examples or from

other conditions necessitating reductions:

- 2.1. Decreases in student enrollment
- 2.2. Changes in curriculum
- 2.3. Financial conditions or limitations of the District
- 2.4. Reorganization or consolidation.

The need for implementation of a Reduction in Force and/or the elimination of certificated positions is left to the sole discretion of the District's Board.

The District's Board may choose to implement a RIF through:

- 2.1. the elimination of an entire program or portions of programs;
- 2.2. the elimination of positions in certain grade levels only;
- 2.3. the elimination of positions by category;
- 2.4. the elimination of positions in an overall review of the District;
- 2.5. the elimination of positions through other considerations and implementation decisions;
- 2.6. the elimination of a portion or percentage of a position(s) or
- 2.7. any combination of the above.

### **3. Definitions**

As used in this policy, "teacher" shall apply to any employee of the District who holds a certificate issued by the State Board of Education who is employed in a teaching or administrative position, below the rank of Superintendent.

This policy does not include the reduction in force for administrative positions. If an administrator position is eliminated and the administrator is entitled to a grandfathered renewable contract the administrator will be considered for positions for which he/she is highly qualified and then will be subject to the RIF policy.

### **4. Procedures**

1. Prior to commencing action to terminate teacher contracts under this procedure, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:
  - 1.1. Voluntary retirements
  - 1.2. Voluntary resignations
  - 1.3. Transfer of existing staff members
  - 1.4. Voluntary leaves of absence
2. In the event a reduction-in-staff is required, teachers who are retained pursuant to this policy may be reassigned if suitable position openings are available in instructional areas for which they are Highly Qualified and for which the principal has approved transfer as per Idaho Code requirements.
3. In making a determination as to the individuals to be released pursuant to the Reduction in Force, the Board will consider the following criteria. Each criterion, below, shall be considered in terms of the total context when selecting those employees for reduction pursuant to the provisions of this policy. Employees subject to reduction in force under this policy will be presumed to have been performing satisfactorily. The following criteria will be considered:
  - 3.1. Current year's teacher evaluation, including components required by state statute to be encompassed in teacher evaluation.
  - 3.2. Professional Standards and Conduct over the course of the last 3 consecutive years.
  - 3.3. Highly Qualified in subject matter of instruction



- 3.4. Highly Qualified in multiple subject matters
- 3.5. Educational degrees or credits earned
- 3.6. National certifications held
- 3.7. Experience in subject matter
- 3.8. Position as a Lead teacher within the district.
- 3.9. Professional contributions to the district or state as an advisor, leadership roles and impact on building culture.
- 3.10. Preference given to veterans of the armed services. Veteran is defined to include any person who has served in the active service of the armed forces of the United States during any period of war recognized by the United States Department of Veterans Affairs for the purpose of awarding federal veterans benefits as may be defined in Title 38, United States Code, Chapter 1, Section 101(21), who served as a veteran in the armed forces during any period, and who has been discharged from service under honorable conditions. Veterans' preference will be determined by data obtained from the personnel records on file in the district as of the date the board implements the reduction in force.

It is the intent of the Board to consider the individual and cumulative effect of each criterion on the welfare of students and the best long-term and short-term interest of the school district.

It is further the intent of the Board that primary consideration be the quality of instruction and the progress that students are making throughout the course of the school year as well as properly endorsed Highly Qualified instructors to be in classroom positions in order for the District to be compliant with federal and state education requirements. Thus, each criterion shall be considered in terms of this total context.

The factors for consideration shall be reviewed on an annual basis by the District's Administration to determine whether factors should be added or eliminated, or weighted differently. Such recommendations for modification will then be brought before the Board for consideration.

4. When a reduction in force is anticipated by the Board, they will direct the Superintendent to begin the following procedures:
  - 4.1. The district office in cooperation with building principals will complete a Teacher Profile on each teacher in the district.
  - 4.2. With this notification, the district office shall provide a copy of the Teacher's Profile, utilizing the established point system, and the steps a teacher should take if they believe that there is an error in their individual Teacher Profile.
  - 4.3. If a teacher receiving a Teacher Profile believes that there is an error that has been made on their individual profile, the teacher shall notify the district office of their concern of an error, in writing, by the close of the school day on the third school day after the Teacher Profile has been delivered to the teacher or the teacher's mailbox. This written notice shall specifically identify what element or elements of the Teacher Profile that are believed to be erroneous and explain specifically why the element(s) is believed to be in error.
  - 4.4. If the district office receives notice of possible error, each such written notice, timely received, shall be individually reviewed for possible reconsideration or evaluation of the information used to create the Teacher Profile. This may include a member of the

District's or School's Administration communicating directly with the teacher to obtain more information or documentation relating to the alleged error.

- 4.4.1. If the district office determines that an error was made in completion of the Teacher Profile, a new profile will be created and forwarded to the teacher in question.
- 4.4.2. If the district office determines that no error was made in completion of the Teacher Profile, the profile will be reviewed by the District's Superintendent. Thereafter the Superintendent or designee of the Superintendent shall review the dispute, in whatever manner the Superintendent/designee deems appropriate for the circumstance, and make a final decision on the issue of the appeal and questioned error of the Teacher Profile.
5. Teachers with the lowest scores on the profiles of all teachers who may be released will be reviewed by an administrative committee. The administrative committee shall consist of the school Principals, district Directors, and Superintendent. The number of teacher profiles that will be reviewed will be twice the number of positions needed to be reduced through a RIF, taking into account the school programs, teacher positions or categories of positions that may be affected. The committee will review these teachers' profiles to ensure consistency among scoring and to ensure that the Boards intent to consider the welfare of students and the best long-term and short-term interest of the school district be considered. The committee shall submit to the District Superintendent a prioritized list of teachers to be released.
6. If the Board determines that a RIF in fact will be implemented, the Superintendent shall submit a list of the teachers recommended for release, through use of the above process, and shall make recommendation to the Board as to what due process, if any, the Board needs to implement for each individual personnel situation.
7. All releases shall be done in conformance with the applicable provisions of the Idaho Code and all affected teachers will be promptly notified, in writing, of the Board's decision or actions that need to be taken by the Board relating to applicable due process activities, if any.

## **ARTICLE X – LEAVES**

### **1. Bereavement Leave**

Each full-time professional employee will be entitled to five (5) days of bereavement leave, per occurrence, for the death of a member of the immediate family. Immediate family includes father, mother, brother, sister, husband, wife, son, daughter, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, niece, nephew, and step-children.

### **2. Personal Leave**

Each full-time professional employee will be allowed a maximum of three (3) personal leave days per school year. This leave will not be deducted from sick leave. For individuals continuing employment with the District, up to six leave days may be carried into the next year, allowing a maximum of nine (9) accumulated days. At the end of the school year a teacher who has more than the allocated accumulated allowance for leave may request payment for a maximum of three (3) days of unused leave. For individuals not continuing employment with the district an employee may request a maximum payment of three (3) days of unused leave. Unused leave for which payment is sought shall be paid at \$ 80.00 per day. This reimbursement will be paid in the July paycheck.

Days will be granted under the following guidelines:

- 2.1. Personal leave will be granted upon a first come first serve basis with each building administrator being responsible to determine the number of professional employees eligible for leave on any one day based upon the availability of substitutes.
- 2.2. Requests for up to three (3) days of leave must be presented to the principal in AESOP at least two (2) full days before the requested release time. Requests for four (4) or more days leave must be presented to the principal in writing at least 14 calendar days before the requested release time. In emergency situations, the notification time will be waived; however, verification that an emergency existed may be requested.
- 2.3. Requests for personal leave days are discouraged for classroom teachers on their testing days.
3. Professional Leave
  - 3.1. The Superintendent shall have the authority to grant professional leave, which involves no expense, other than substitute pay, and is requested for two (2) days or less.
  - 3.2. The Board shall have the authority to grant professional leave, which involves more than two (2) days.
  - 3.3. A form will be provided for professional leave. One copy goes to the building administrator, one copy goes to the District Office and one copy goes to the professional employee.
  - 3.4. Request for professional leaves must be submitted:
    - 3.4.1. To the principal and/or Superintendent at least one (1) week in advance of the first day of requested leave, and,
    - 3.4.2. To the Board no later than the nearest Board meeting preceding the first day of requested leave.
    - 3.4.3. The principal shall have the authority to grant professional leave to professional employees requesting professional growth opportunities for writing grants which benefit the school district, and is requested for two (2) days or less.
4. Temporary Leaves of Absence
  - 4.1. Jury Duty/Court Appearances

Temporary leaves of absence without school salary reduction may be granted for jury duty and/or court appearances for which the employee is subpoenaed as a witness. Court remuneration, less actual expenses, will be signed over to the School District.
  - 4.2. Military Duty

Temporary leaves of absence involving recall to active duty of military reservists shall be considered by the Administration on an individual basis.
  - 4.3. Parental Leave

Parental leave may be taken in accordance to the Family Medical Leave Act.  
Sick leave may be used for childbearing. The time needed will be determined by the employee's physician.  
A professional employee adopting a child shall be entitled to use thirty (30) days of sick leave, commencing upon the de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
  - 4.4. School Volunteer Leave

Building principals are encouraged to allow professional employees an opportunity to volunteer in his/her child or grandchild's school activities when and where scheduling is possible.
5. Extended Leave of Absence

Request for extended leave will be submitted in writing to the Superintendent with notification of acceptance or rejection of the request being returned in writing within five (5) calendar days following the next regular Board meeting.

No pay will be granted for extended leave.

Extended Leave may also be granted for health reasons as defined under Sick Leave. Employees may receive pay through sick and personal leave. Extended leave for health reasons is governed by the Family Medical Leave Act (FMLA). Employees that have exhausted sick, personal, and FMLA may apply for extended leave.

For an Extended Leave granted mid-contract year due to extenuating circumstances, the Superintendent has the authority to grant such leave and has been so delegated by the Board. In such circumstances, the employee and the Superintendent shall discuss the anticipated period of leave and the rights, if any, that the teacher may have to return to the District should the leave extend to the end of the contract or school year. If the employee requesting leave was not an employee to whom there was an automatic right to return to the District for the next subsequent school year, no right to an automatic return is created by the employee taking this period of extended leave.

If an employee of the District seeks to take a period of Extended Leave for an entire school year, if such a request is received after contracts have been issued for the next subsequent school year and the employee has been issued a new contract, if the leave is granted, the employee will have the right to return to the same or a similar position, if such a position is available at the District at the time of the individual's return. If the individual is intending to return to the District, notice must be provided to the District's Administration on or before March 1st.

If a request for leave is made for an entire school year prior to the issuance of contracts, individual discussion will be held between the District Superintendent and the employee requesting leave as to whether or not a position of any nature shall be available for the employee upon return.

## 6. Sabbatical Leave

- 6.1. Professional employees who have been employed by the District for a period of seven (7) consecutive years immediately prior to the years in which the sabbatical leave is to commence and who have not previously been granted a sabbatical leave may apply for sabbatical leave. Sabbatical leave may not exceed a period of one year and shall be without pay or increment. Professional employees will be assured of the same teaching assignment upon their return, unless their previous teaching assignment has been eliminated. If the position has been eliminated, the professional employee will be assigned to another teaching position within the District. The professional employee may apply for a different assignment within the District upon return if he/she desires and if such a position is vacant.
- 6.2. The Board shall authorize sabbatical leaves of absence when it deems such leaves of absence to be reasonable and for good cause and not detrimental to education within the system. Sabbatical leaves shall be granted only for the purpose of allowing those professional employees to continue professional education and advancement.
- 6.3. Applications for sabbatical leaves must be submitted to the Superintendent of School prior to February 1 of the previous school year.

- 6.4. Eligible professional employees shall include with their application for sabbatical leave a recommendation from the appropriate supervisor and a plan of study in an approved college or university, or a problem or project for research or writing to be pursued independently by the applicant. This plan shall be approved by the Superintendent and receive approval before any changes shall be authorized.
- 6.5. A professional employee on sabbatical leave shall not engage in full-time employment or in study for another trade or profession during his leave unless the employment is accepted by the Board as a part of the plan of study.

## 7. Sick Leave

Teachers are entitled to nine (9) days of sick leave each year without deduction of salary. Sick leave is defined as personal illness or illness in the immediate family. Immediate family includes father, mother, husband, wife, son, daughter, step-children, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, and grandchildren.

### 7.1. Sick Leave Accumulation

Professional employees who continue employment with School District No. 221 shall be able to accumulate unlimited sick leave. The total will be reflected in the professional employee's paycheck throughout the year.

If a new employee has been employed by another district or another state educational agency during the immediate preceding year or within three (3) school years if the termination of employment is due to a reduction in force, that individual's accumulated sick leave, up to a maximum of ninety (90) days will be secured for and credited to that new employee.

Bereavement leave may be allowed out of sick leave, at the superintendent's discretion, for those situations that involve deceased individuals not covered under the Master Contract bereavement leave policy.

Accumulated sick leave days will be certified to the Public Employee Retirement System (PERSI) upon retirement for insurance calculation purposes.

## 8. Temporary Association Leave

A maximum aggregate total of ten (10) days of leave without any salary reduction will be granted for the 2016 – 2017 school year. The aggregate of these days may be shared by one or more professional employees for use in regularly scheduled official Professional Association meetings, other than delegate assemblies, provided that written notice of the same is given to the Superintendent of Schools at least ten (10) days prior to the meetings.

## 9. Region or State Office Holder

A maximum total of fifteen (15) days of leave annually without any salary reduction will be granted to a member(s) who has been duly elected to a region and/or state association office. This leave shall be used for official Professional Association meetings, delegate assemblies, legislative hearings, committee and/or task force meetings, provided that written notice of the same be given to the Superintendent of Schools at least ten (10) days prior to the meetings. The maximum number of days authorized by this provision will not exceed fifteen (15) days annually as applied aggregately to the person or persons so affected.

## **ARTICLE XI – SICK LEAVE BANK**

A sick leave bank for professional employees covered by this contract is hereby established. The purpose of the sick leave bank is to alleviate economic hardship brought upon a

professional employee by absences caused by personal illness, accident or medical circumstances which render the employee incapable of carrying on his/her duties. To participate, each professional employee shall contribute a prescribed number of his/her earned sick leave days as determined by the sick leave bank committee. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating professional employees upon recommendation of the sick leave bank committee. No professional employee will be admitted to the bank except during the designated registration period. This provision will be waived for professional employees hired after the yearly registration period. Such individuals will have thirty (30) calendar days to enroll in the bank.

The sick leave bank committee shall consist of five (5) members appointed by the Association. There shall be one (1) member from each of these schools: Carberry Elementary School, Emmett High School, Emmett Middle School, Shadow Butte Elementary School, and one at large member (preference given to Sweet, Ola, and/or Black Canyon). The committee shall have the authority to establish such guidelines, as it deems necessary, consistent with the terms of this agreement, to administer this program. Guidelines shall have the approval of the Association and the Board. The sick leave bank committee shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent. Any days contributed by a professional employee shall become the property of the bank. At the end of the contract year, unused sick leave days will remain in the bank. When a professional employee leaves the district or withdraws from the bank, their donated days shall remain the property of the bank. Teachers who leave the district may donate any or all of their unused sick leave days to the bank. The committee shall be responsible for reporting to the District's payroll office the names of contributors and number of days contributed. It shall report all days granted by the bank and all other information necessary for the professional employee's records. The district shall be responsible for distributing enrollment forms, for maintaining each employee's sick leave membership list and provide sick leave bank committee members with current sick leave bank records.

Application for use of the bank shall be submitted to the sick leave bank committee (c/o Superintendent) for its recommendation. The committee shall review the request and determine the eligibility of the professional employee. In the event of a disagreement between a professional employee and the sick leave bank committee as to whether or not a specific disability qualifies the professional employee for a bank grant, the committee may require the professional employee to submit to an examination by a physician chosen and paid for by the applicant. The result of such an examination shall be submitted to the committee for its consideration in making a final determination of the application for a grant. If the committee deems necessary, it shall require proof of physical disability resulting from illness or injury at the time of application and from time to time after a grant has been made. After complete review of the application, the committee shall have the authority to make final decisions within the guidelines as to the disposition of the case.

In order for a professional employee to be eligible to apply for sick leave benefits from the sick leave bank, the professional employee must first: (1) be a contributor to the bank, (2) have been absent from work due to personal illness, accident or medical circumstances rendering the employee incapable of carrying on his/her duties and, (3) have used all of his/her sick leave and personal leave days.

The maximum number of days that can be granted in any one (1) fiscal year to a professional employee will be the remaining number of days a professional employee is scheduled to work under his/her current contract.

The number of sick leave days granted shall not exceed the number of days absent from work due to physical disability resulting from illness or injury. Bank grants to individual professional employees will not be carried over from one fiscal year to another. All such grants will end at the termination of the school year. If a professional employee does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank. If a professional employee has been granted days from the sick leave bank and applies in a consecutive year, the sick leave bank committee will make a recommendation to the Board who will make the final decision on disbursement of days.

A professional employee who is a member of the bank is eligible to submit a Teacher Request Form to the committee to ask certified sick leave bank colleagues to contribute sick days to care (maximum of 2 per colleague) for an immediate family member with an illness (father, mother, husband, wife, son, daughter, step-children, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, and grandchildren.). The committee will review the request and make a decision on forwarding the request to the staff. Any donated days in excess of those used by the professional employee will be donated to the sick leave bank.

## **ARTICLE XII – FRINGE BENEFITS**

### **1. PROFESSIONAL EMPLOYEES CAFETERIA PLAN**

School District #221, hereinafter referred to as the “District,” hereby adopts and establishes the following Cafeteria Plan (hereinafter designated as “Plan”) pursuant to contract negotiations with the Gem County Education Association, to enable its professional employees to choose among several taxable and nontaxable benefits.

#### **1.1. PURPOSE**

The purpose of this Plan is to establish a plan that gives the professional employees a choice among one or more nontaxable benefits and one or more taxable benefits, which qualifies as a Cafeteria Plan under Section 125 of the Internal Revenue Code of 1954, as amended.

#### **1.2. IDENTIFICATION INFORMATION**

1.1. The name of the plan is School District #221 Cafeteria Plan for professional employees.

1.2. The name and address of the District is:

Independent School District #221  
400 South Pine Ave Suite 1  
Emmett, ID 83617

1.3. The Employer Identification Number assigned by the Internal Revenue Service to the sponsor of the plan is 501.

1.4. This Plan is a Cafeteria Plan.

1.5. The Plan is administered by the person named in 2.6 below. The person named in 2.6 below is the “named fiduciary” of the Plan within the meaning of Section 402 of

the Employee Retirement Income Security Act of 1974 (hereinafter referred to as ERISA).

- 1.6. The name, title and address of the principal place of business of the person administering the Plan is as follows:

Wayne Rush, Superintendent  
Independent School District #221  
400 S Pine Suite 1  
Emmett, ID 83617

- 1.7. The Plan administrator set forth in the immediately preceding paragraph is the person designated as agent for the purpose of receiving legal process at the address set forth in paragraph 2.6 above.
- 1.8. The Plan is funded pursuant to a salary reduction agreement.
- 1.9. All benefits are paid directly by the District and no other organizations or entities are used for the accumulation of assets through which benefits are provided.
- 1.10. The ending date of the Plan's fiscal year is August 31st.
- 1.11. This change from a Premiums Only Cafeteria Plan to a broader nontaxable benefits plan under Section 125 of the Internal Revenue Code of 1954, as amended, will continue from September 1, 2016, to August 31, 2017.

1.3. ELIGIBILITY

- 1.1. Each professional employee of the district shall be eligible to participate in the plan on the date such employee is employed by and commences services with the district.

1.4. BENEFITS

The Plan shall have an effective date of September 1, 2016

For the 2016-2017 School year the District shall contribute as detailed below per month for insurance eligible employees (or proportionately for proportionate eligible employees) to be utilized by the employee to pay premiums for Medical, Vision, Dental, Employee Assistance Plan, and Life insurance coverages. If there is any premium costs above the District's contribution, such sums shall be the responsibility of the employee and shall be addressed in a monthly payroll deduction.

Select Health Signature	Estimated Total Cost of Insurance	District Benefit	Cost to Employee	
Employee	566.27	529.00	37.27	
Employee/Spouse	1,231.48	529.00	702.48	
Employee/Child	885.20	529.00	356.20	
Employee/Children	1,047.53	529.00	518.53	
Family	1,481.59	529.00	952.59	



Select Health Healthsave (HSA)	Estimated Total Cost of Insurance	District Benefit	Cost to Employee	HSA Account Contribution
Employee	505.10	529.00	0.00	24.00
Employee/Spouse	1,097.54	529.00	568.54	0
Employee/Child	790.98	529.00	261.98	0
Employee/Children	937.99	529.00	408.99	0
Family	1,325.60	529.00	796.60	0

Each eligible professional employee shall be entitled to participate in the plan on the following month after the date such professional employee is employed by and commences services with the district.

Each professional employee shall designate the form in which said benefits are to be provided for themselves and dependents from the following list:

- 1.4.1. Major medical insurance options: Select Health Healthsave (HSA) or Select Health Signature for employee and dependents.
- 1.4.2. Dental insurance options, Delta Dental or Willamette, for employee and dependents.
- 1.4.3. Vision insurance for employee and dependents.
- 1.4.4. Term life insurance executable from the employee's income under Section 79 of the Internal Revenue Code of 1954, as amended, up to \$50,000 in face value.
- 1.4.5. Cancer insurance for self and dependents. (Employee has option to purchase through payroll deduction, not included in insurance estimated total cost of insurance.)
- 1.4.6. Employee Disability Insurance. The employee may choose to participate in a District Long-Term Disability Plan or elect not to participate in the Employee Disability Program. (Employee has option to purchase through payroll deduction, not included in insurance estimated total cost of insurance.)
- 1.4.7. Other programs offered through payroll deduction.

Designations of benefits for any given fiscal year shall be made on forms provided by the plan administrator before the professional employee is eligible for participation in the Plan. The written form must be completed and signed by the participant and submitted to the District on or before the 15 day of September, or if the professional employee becomes eligible to participate during the Plan year, on the first of the month following the beginning of services by the employee. Once the form is submitted and signed by the professional employee, the benefits designated may not be changed until the beginning of the next fiscal year unless the change is consistent with a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child, and termination of employment of a spouse) and relates only to the remainder of the Plan year after the election is changed and advance written approval is obtained from the District

Coverage in the fringe benefit pool shall begin on the effective date of this contract and be continuous 12-month coverage.

A committee of at least two (2) professional employees, one (1) administrator, personnel manager, and the District's Business Manager will review all benefits options. This committee may provide recommendations concerning insurance benefits to the negotiations teams.

Any change in insurance carriers and contract options shall be mutually agreed to by the Board of Trustees and Representative Organization.

## 2. COLLEGE TUITION

The Board agrees to reimburse each professional employee for up to three (3) approved semester credits earned during the 2016-2017 contract year. Courses for which credit is reimbursed must be from an accredited college or university and may be graduate or undergraduate level.

The reimbursement amount per credit will be the lesser of:

The actual cost of the credit, or 75% of the average cost per credit at Boise State University, Idaho State University, and University of Idaho during the time that the credit is earned, regardless of where the employee actually takes the course. The administration shall calculate the average cost.

The professional employee's reimbursement payment request must be in the Superintendent's office on or before February 1, for courses taken after September 1 and by September 15 for courses taken after February 1. To be eligible for credit reimbursement in September, the professional employee must be on current contract. Credits earned through participation in courses where the District contributes funding for the class will not be eligible for tuition reimbursement if the District participation equals or exceeds the District's financial responsibility listed above.

## 3. WELLNESS PROGRAM

The Board agrees to provide \$15,000 for a wellness incentive fund. The funds will be divided by those that sign up for the incentive. The maximum amount that any employee can receive is \$100. The details for the implementation of the fund will be developed between the GCEA and the District.

## ARTICLE XIII – COMPENSATION

### 1. Salary Schedule for Professional Personnel

#### Certified Salary Schedule 2016 - 2017 School Year

2016-2017 Career Ladder Placement	0 to 23 Credits	24 or more credits	Masters
Residency 1	33,400	33,400	33,400
Residency 2	34,250	34,250	34,250
Residency / Professional 3 A	35,117	35,917	36,517
Residency / Professional 3 B	35,117	35,917	36,517
Residency / Professional 3 C	36,658	37,058	37,458
Residency / Professional 3 D	37,920	38,320	38,720
Prof 1 A	39,228	39,628	40,028
Prof 1 B	39,953	40,353	40,753
Prof 2	40,586	40,986	41,386
Prof 3 A	41,996	42,396	42,796
Prof 3 B	42,775	43,175	43,575
Prof 4 A		43,857	44,257
Prof 4 B		44,666	45,066
Prof 5 A		45,374	45,774
Prof 5 B		46,213	46,613
Prof 6		46,947	47,347
Grandfathered			
Prof 7 A		48,581	48,981
Prof 7 B		49,484	49,884
Prof 8		50,274	50,674
Prof 9 A		52,032	52,432
Prof 9 B		53,005	53,405
Prof 10 A		53,855	54,255
Prof 10 B		56,593	57,193

## 2. Placement on the Salary Schedule

In determining the experience factor, the actual years of teaching or administrative service in an accredited public school or in an accredited private or parochial school shall be credited.

All certificated employees working in a certified position including Career Technical, Pupil Service, and Instructional staff, will be placed on the salary schedule in the following manner:

All certificated employees that are in their first year of holding a certificate shall be placed in Residency 1 cell and those in their second year of certificated employment will be placed in the Residency 2 cell.

Initially all Emmett School District certificated staff under contract in the 2014-2015 school year, were placed in a cohort on the career ladder based on their 2014 – 2015 placement on the salary schedule. This placement took into account their years of service and educational placement as of the start of the 2014-2015 school year.

All certificated employees new to the Emmett School District, with two or more years of teaching experience, shall have their placement determined by first finding their placement on the Emmett School District's 2014 – 2015 salary schedule and then be placed in their assigned career ladder cohort based on their 2014 – 2015 placement.

A certificated employee that has not met the requirements, as outlined in Idaho Code 33-1001 (14), to earn an Idaho Professional Endorsement will remain in the third cell of the residency rung until they earn a professional endorsement.

Certificated employees that would be in cohorts 3C to 10B on the 2016-2017 salary schedule, who move across categories for the 2016-2017 school year, will be placed with the appropriate cohort to align with where they would have been placed on the 2014-2015 cohort if at that time they had the earned credits or degree.

In determining the Educational Allocation, only credits earned after initial certification, based upon a transcript on file in the Emmett School District personnel file, earned at an institution of higher education accredited by the State Board of Education or a regional accrediting association shall be allowed. The levels for the Educational Allocations are 0 to 23, 24 or more credits, and masters. Credits and degrees earned must be in a relevant pedagogy or content area as determined by the State Department of Education.

## 3. Development of Curriculum for Emmett School District

Teachers, who are appointed to district curriculum projects, will be compensated at \$20 per hour for the development of curriculum and resources during non-contract time.

## 4. Part-Time Professional Employees

Two professional employees shall be allowed to share one position when their schedule and duties can be arranged between themselves with the advice and approval of the building principal.

When a professional employee is hired part-time, the benefit package shall be prorated to reflect the percentage of the contract day worked. Personnel hired before June 1, 1998 and hold a part-time position shall not be affected by this agreement.

## 5. National Board Certification

As provided by Idaho Code, any instructional staff member of this district certified as a master teacher by the national board for professional teaching standards on or before July 1 of each year will receive an additional \$2,000 per year for each of five (5) consecutive years in addition to his/her salary calculated in accordance with the district's salary schedule.

## 6. Merit Service Time Retirement

Any professional employee who has been a full-time member of the Gem County School District No. 221 for fifteen (15) or more consecutive years and retiring from the district will receive Merit Service Time Pay from the Board in the amount of \$50 for each year of service in District No. 221. Such Merit Service Time remuneration will be paid on their last payroll check.

## 7. Extended Contracts

Contracts extended beyond the regular professional employee contract year will be reimbursed at the rate of 1/186 -per workday at the professional employee's current placement on the salary schedule unless specified differently in this Master Agreement.

Agriculture Science Instructor – 11/9 of regular professional employee's salary for twelve (12) months.

Family and Consumer Science Instructors – Two (2) days in the fall and two (2) days in spring.

## 8. Extra-Curricular Salary Schedule

All extra-curricular assignments and the decision to fill any position will be made at the discretion of the School Board. Remuneration shall be consistent with the following schedules:

A professional employee as listed on the following schedule involved in the extra-curricular program will have an experience factor of .25% added to the base percentage for every two years, to a maximum of eight (8) years and maximum of 1%..

Voluntary Duties – Duties related to extracurricular activities shall be on a voluntary basis.

Extracurricular activities are those activities in which students participate voluntarily.

High School Athletic Director will be provided 15 extended contract days.

Professional Employees shall be given preference concerning extra-curricular assignments.

<b><u>Activity</u></b>	<b><u>% of calculation amount</u></b>
Athletic Director .....	20
Head Football.....	17
Assistant Varsity Football.....	9.5
JV Football.....	8.5
Freshman Football .....	8.5
8 <sup>th</sup> Grade Football .....	6.5
7 <sup>th</sup> Grade Football .....	6.5
Head Basketball Boys and Girls .....	17
Assistant Varsity Basketball Boys and Girls .....	9.5

JV Basketball Boys and Girls .....	9.5
Frosh Basketball Boys and Girls.....	8.5
7 <sup>th</sup> & 8 <sup>th</sup> Basketball Boys and Girls .....	6.5
7 <sup>th</sup> & 8 <sup>th</sup> “B” Basketball Boys and Girls .....	5.75
Head Wrestling .....	13
Assistant Wrestling .....	7.5
JV Wrestling .....	7.5
7th & 8th Wrestling .....	6.5
Head Baseball .....	13
Assistant Varsity Baseball .....	7.5
JV Baseball .....	7.5
Head Softball .....	13
Assistant Varsity Softball .....	7.5
JV Softball .....	7.5
Head Volleyball .....	17.0
JV Volleyball .....	8.5
Freshman Volleyball .....	8.5
7th & 8th Volleyball .....	6.5
7th & 8th “B” Volleyball .....	5.75
Head Track.....	13
Assistant Track.....	7.5
7th & 8th Track.....	6.5
Head Cross Country.....	13
Assistant Cross Country.....	7.5
7th & 8th Cross Country .....	6.5
Head Tennis .....	13
Assistant Tennis .....	7.5
7th & 8th Tennis .....	6.5
Head Golf.....	10
Assistant Golf.....	5
Head Soccer Boys and Girls .....	13
Assistant Soccer Boys and Girls .....	7.5
Cheerleader Adv. HS .....	13
Drill Team HS .....	6.5
Band Director HS.....	10.5
Vocal Director HS.....	6.5
Orchestra HS .....	6.5
Newspaper HS .....	6.5
Annual HS.....	8.5
Annual EMS.....	5.75
Drama Coordinator HS .....	6.5

<u>Activity</u>	<u>% of calculation amount</u>
Debate/Mock Trial HS .....	5.75
Academic Team Adv. HS .....	3.25
Academic Team Adv. EMS .....	3.25

9. The extracurricular calculation amount for the 2016-2017 school year shall be \$ 27,872.

10. Mileage Allowance

Mileage payment for use of private cars on authorized District business will be at \$0.51 per mile or the Federal IRS rate, whichever is less.

11. Withholding of Salary

For each absence not covered by this Agreement, professional employees will have 1/187 of their contract salary deducted. Contract salary does not include an extracurricular salary or extended work year.

#### **ARTICLE XIV – SAVINGS CLAUSE**

All items in this Agreement are presumed to be legal and valid. If any specific items of this Agreement shall be ruled invalid by a court of law or governmental action the Board and Association shall enter into negotiations within fifteen (15) days to agree on a successor clause of the invalidated article.

However, if such adverse ruling is made re-negotiation will commence upon agreement between the Association and the Board. The balance of this Agreement shall not be affected by any such ruling and shall remain in force.

#### **ARTICLE XV – MASTER AGREEMENT DURATION**

The provisions of this Agreement shall become effective as of July 1, 2016, and will continue and remain in force until June 30, 2017.

Acceptance:

This Master Agreement is signed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
This Master Agreement shall be binding on the parties hereto.

\_\_\_\_\_  
Gem County Education Association

\_\_\_\_\_  
District #221 Board of Trustees