

Hansen School District 415

MASTER TEACHER CONTRACT

2016-2017

ARTICLE 1 SICK LEAVE

1.1 SICK LEAVE

- a. At the beginning of each school year, each certified employee shall be entitled to sick leave with full pay of one (1) day for each month of service, not to exceed nine (9) days in any school year.
- b. Certificated employees employed on a part-time basis or for part of a school year shall receive a pro-rated portion of the annual sick leave.
- c. Unused sick leave shall be accumulated from year to year as long as the employee remains in continuous service of the school district.
- d. An unlimited amount of sick leave may be accumulated as long as the employee remains in continuous service of the school district.
- e. Sick leave is to be used for absences caused by personal illness, accident or injury.
- f. If a physical or mental disability resulting from illness or injury continues for more than five (5) consecutive working days, the employee, upon request of the superintendent or Board, must submit a signed statement from his/her doctor attesting to the employee's physical or mental disability.
- g. Certificated employees shall be allowed to use sick leave when such absence is due to illness of a member of the individual's immediate family: son, daughter, spouse, father, mother, mother-in-law, father-in-law, brother, sister or foster parent. Such leave will be allowed at a maximum rate of six (6) days per school year. The administration and/or Board may extend leave upon application by the certificated personnel.
- h. Bereavement leave shall be deducted from the employee's sick leave in the case of death in the individual's immediate family, not to exceed five (5) consecutive working days per death without administrative and/or Board approval.
- i. Sick leave bank: Certificated employees shall be allowed to create a sick leave bank with the establishment of an oversight committee. The oversight committee will be created to establish written procedures, forms, and time lines for the use of this sick leave bank as established by this article. The committee shall be composed of five members: one (1) high school administrator, one (1) high school teacher, one (1) elementary administrator, one (1) elementary teacher and superintendent of the district. The committee will also approve or disallow applications presented to it for use of the allocated days. At any time the Board of Trustees finds the establishment of the Sick Leave Bank detrimental to the financial or morale well-being of the district, the Sick Leave Bank will be terminated.

1.2 FAMILY MEDICAL LEAVE (FML)

A leave of absence of up to twelve (12) weeks during a twelve-(12)-month period may be granted to an eligible employee for the following reasons: 1) the birth of a child; 2) the placement of a child for adoption or foster care; 3) because of a serious health condition that makes the employee unable to perform the functions of the job; 4) to care for the employee's spouse, child or parent with a serious health condition; or 5) for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent of an employee is on active duty status, or has been notified of an impending call to active duty status, in the Armed Forces

An employee is eligible to take FMLA leave if the employee has been employed for at least twelve (12) months, and has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately prior to the date when the leave is requested. Employees will be required to use appropriate paid leave while on FMLA Leave. (Board Policy #5410)

1.3 SEVERANCE ALLOWANCE AT RETIREMENT

As governed by Idaho Code: 33-1228 as currently amended.

ARTICLE II LEAVE OF ABSENCE

2.1 PERSONAL LEAVE

Personal leave with full pay shall be granted to the certificated employee at the rate of three (3) days per year upon the signing and checking of a district provided form which shall be the professional employee's personal assurance that the use of leave meets the criteria stated herein. Three (3) day advance notice must be given - to the employee's building administrator except in emergency situations. Requests for personal leave will be limited to extenuating circumstances during the first two weeks of school, the last two weeks of school, or the day immediately preceding or following a vacation or weekend; these days must have prior administrative approval. Any unused personal days shall be carried over into the next year with a maximum of five (5) accumulated days. No more than 10 percent of the certified staff may be absent on any one (1) given day.

If an employee has unused personal leave at the end of the year, pay equivalent to the cost of hiring a substitute (\$76.00) will be added to the employee's June check for each day that cannot be carried over, up to three (3) days. For example, an employee with four days of personal leave remaining at the end of the year would be paid for two days at the rate of pay for a substitute.

2.2. PROFESSIONAL LEAVE

Certificated employees who want professional leave to attend professional development that is not sponsored by the district must get approval from the building administrator and then the superintendent.

2.3 MILITARY LEAVE

Professional employees who are required to serve in a military capacity during the school year will be allowed up to ten (10) consecutive working days of military leave in any one (1) contract year. Whenever the daily compensation for military service is less than the daily compensation for performing professional duties within the district, the district will pay the difference to the professional employee.

2.4 LEGAL PROCEEDINGS

Certificated employees shall be granted leave with full pay for legal proceedings which require his/her presence such as jury duty, summons, or subpoena.

2.5 INVOLUNTARY AND/OR EMERGENCY ABSENCES

Involuntary and/or emergency absences for substantial and reasonable cause not provided for in this contract may be excused by the superintendent. The employee shall make application to the superintendent immediately upon return for excuse of such absence. Deductions in salary shall be made for unexcused absences, unless, such deductions are specifically waived by the superintendent and the Board. Excused involuntary and/or emergency absences can be deducted from the employee's unused personal leave days.

2.6 SABBATICAL LEAVE

- a. A certificated employee who has been employed for five (5) years with the district may apply to the superintendent and the Board for approval of a sabbatical leave of one (1) year without pay for the purpose of professional growth.
- b. Upon returning from a sabbatical leave, the professional employee shall be restored to his/her former position or to a position of like nature and status and shall be continued at the same step on the salary schedule (unless the added hours gained during the leave moves the employee horizontally on the salary schedule) as if he/she had taught in the district during such period. The employee shall remain on a renewable contract status with accumulated sick leave in force.
- c. Before taking sabbatical leave, the certificated employee shall guarantee that he/she shall remain with the Hansen School District for at least two (2) years after returning from said leave.
- d. No more than one (1) certificated employee shall be granted sabbatical leave per year. In case the number of requests exceeds the limitations, the Association shall recommend candidates to the Board for consideration.

2.7 EXTENDED LEAVE OF ABSENCE

Certificated employees who have completed at least five (5) continuous years of service in the school district may be granted leaves of absence without pay for one (1) year upon board approval. Leaves of absence must;

- a. Be applied for in writing prior to April 1 of the year the leave is requested
- b. Be granted in writing
- c. Provide for no loss in accumulated sick leave, right of tenure, retirement benefits (as governed by Idaho Code), or salary increments.
- d. Provide for written guarantee that upon return from leave, a teacher shall be given first choice of an open position for which he/she is qualified
- e. Allow teachers to participate in group insurance while on leave with the teacher paying the premiums.
- f. Leaves of absence could be granted for many reasons including but not limited to personal illness, military service, child rearing, caring for sick family members, professional study, public office, and personal growth (travel, professional education and advancement through employment, exchange teaching, research, etc.)

- g. Upon approval of the board, leaves can be extended beyond one (1) year with a written request from the teacher on leave prior to April of the year the leave would have ended.

2.8 CLASS COVERAGE

If a certified employee is asked or required to cover a class or other responsibilities during their prep by the building administrator, they are eligible for time reimbursement or financial reimbursement. All coverage time must be approved by a building administrator and recorded by the building secretary. Time will be reimbursed at a rate of one hour. One hour at the secondary level is equal to one class period. Employees are restricted to earning a maximum of one hour per day. A minimum of 30 minutes of leave may be used at one time.

EXAMPLE: If Teacher A is asked to cover a class during their prep hour for Teacher B for a school or district related activity, the coverage units are considered school related leave. If Teacher A is asked to cover a class during their prep hour for Teacher B for personal reasons, the coverage units are deducted from Teacher B. If no coverage units are available to Teacher B, the time will be deducted from Teacher B's sick or personal leave accumulations at one half day. If coverage units are unused, certified employees under contract covered by the Agreement may request the conversion of units into hours that are paid at the current guest teacher hourly rate. The certified employee shall be allowed to carry forward a maximum of (10) coverage time units. A maximum of twenty-one (21) coverage time units may be accumulated in the current contract year. It shall be the responsibility of the building secretaries to submit the coverage unit payment record to the district office not later than June 1st of the contract year.

ARTICLE III GROUP MEDICAL INSURANCE

3.1 INSURANCE

- a. It will be mandatory that all certificated staff subscribe to at least single health coverage under the district's group insurance policy. The district will pay for the single coverage for each employee (20 hours or more).
- b. The Board and the Association shall agree upon the specifications and carrier of the policies.

3.2 LIABILITY INSURANCE

The district shall provide liability coverage of \$500,000 for each certificated employee including corporal punishment in the school district master policy plus \$1,000,000 insurance for errors and omissions on all employees as long as the policy can be obtained.

ARTICLE IV
MILEAGE AND TRAVEL ALLOWANCE

4.1 MILEAGE ALLOWANCE

Certificated employees required in the course of their work to drive personal automobiles from one school to another shall, by board approval, receive a car allowance equal to that of the state employee per mile rate. The same allowance shall be given for use of personal cars for field trips or other authorized or official school district business, and liability coverage shall be provided under the district's current insurance program when transporting students to extra-curricular activities.

4.2 TRAVEL ALLOWANCE

Certificated employees traveling on official business for the district shall be reimbursed for costs of overnight lodging and meals at the state per diem rate. Full documentation will be required for claims to be allowed for payment, including lodging receipts and registration receipts.

ARTICLE V
EXTRA-CURRICULAR COMPENSATION

5.1 ATHLETIC CONSIDERATIONS

The Athletic Director shall be responsible for formulating reasonable extracurricular athletic compensation proposals to be presented to the Board at a regular negotiating meeting.

- a. If varsity and junior varsity teams exist, a head coach and an assistant coach shall be assigned if participation warrants such an assignment.
- b. The head track coach may request an assistant if the girls' and boys' teams exceed fifteen (15) participants.
- c. At the discretion of the Board, one extra-curricular activity can be either added or deleted on any given year without opening negotiations.

5.2 EXTRA-CURRICULAR COMPENSATION SCHEDULE

Coaching stipends are a percentage of the minimum salary in the State funding formula (% x minimum salary = stipend).

Sport	Head	Asst.	7-8
Football	10	6	5
Volleyball	10	6	5
Girls' Basketball	12	8	4
Boys' Basketball	12	8	4
Track	10	6	4
Athletic Director	13		
Music	6		
Drama	3		
Cheerleader Coach	9		
Cross Country	4		

5.3 EXTRA -CURRICULAR COMPENSATION

A certificated employee's extra-curricular assignments and compensation shall be indicated on his/her supplemental contract.

5.4 DEVIATION FROM EXTRA-CURRICULAR COMPENSATION

Deviation from the agreed extra-curricular compensation schedule shall not be made to any certificated employee by the superintendent or the Board.

ARTICLE VI
PROFESSIONAL COMPENSATION

6.1 SALARY SCHEDULE

- a. Salaries will be based on the career ladder table plus additional amounts allocated for additional education (See attached schedules)
- b. The 2016-2017 school year will have 145 student days and 159 teacher days, following a 4-day school week.

6.2 RECOGNITION FOR EXPERIENCE

- a. Documentation of additional professional preparation shall be submitted to the superintendent. This documentation must be in the form of an official transcript and submitted to the superintendent not later than the 2nd Thursday in September. Salary adjustments, if applicable, will appear in the September payroll period.

6.3 PAY PERIODS

- a. Each certificated employee shall receive his/her contract salary in twelve (12) payments.
- b. Payroll checks of the employee shall be issued on the 25th day of each month. If the 25th falls on a weekend or a one-day holiday, employees shall receive their payroll checks on the last previous work day before the 25th.

6.4 PAYROLL DEDUCTIONS

Payroll deductions shall include retirement, credit union, annuities, as approved by the Board, and all other deductions as required by law.

6.5 DEVIATIONS FROM SALARY SCHEDULE

Deviations from the agreed salary schedule shall not be made to any certificated employee by the superintendent or the Board.

ARTICLE VII TEACHER WORKDAY

7.1 WORK DAY DEFINED

Teachers are expected to be at school from 7:45 am to 4:15 pm on student days, from 8:00 am to 4:00 pm on Student Success Days and teacher work days, from 4:30 pm to 8:30 pm on four Parent Teacher Conference sessions.

7.2 PREPARATION TIME

- a. Elementary teachers shall have no fewer than 180 minutes preparation time (excluding recess and lunch times) per week.
- b. Secondary teachers shall have no less than one class period preparation time per instructional day.

ARTICLE VIII GRIEVANCE PROCEDURE

8.1 CERTIFICATED STAFF GRIEVANCES

Purpose

The purpose of this procedure is to provide prompt and equitable resolution of the grievance at the lowest possible administrative level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing in this procedure will be construed as limiting the right of the grievant to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted, provided that the adjustment is consistent with the terms of this Agreement and Board Policy.

Each certificated employee will be assured an opportunity for orderly presentation and review of grievances without fear of reprisal.

Definitions

A grievance is a written claim alleging a violation, misrepresentation, or misapplication of any District rule, regulation, or policies affecting employment conditions of the Master Agreement between the District and the teachers' association.

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

Time Limits

A day will be defined as a business day as defined by the school calendar.

Grievance Procedure

A staff member with a grievance is encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment or violation of any other protected status should be discussed with the first line administrator that is not involved in the alleged harassment. This attempt at informal resolution is not a required component of the grievance policy but is suggested in an effort to attempt to resolve disputes informally.

Step One--If the grievance is not resolved informally, and the grievant wishes to continue to seek to address the grievance, the grievant shall file the written grievance with his or her immediate building principal. The written grievance shall state:

1. The policy or provisions the employee believes were violated;
2. The alleged date of violation;
3. The actor involved in the alleged violation; and
4. The remedy requested by the employee.

The written grievance must be filed with the immediate building principal within twelve (12) days of the date of the event allegedly giving rise to the grievance.

Step Two--The immediate building principal or designee shall meet with the grievant within eight (8) days of the filing of the grievance. The grievant may have an Association representative at the meeting.

Within a period of eight (8) days, the principal shall provide the grievant with a written response to the grievance of the certificated employee.

Step three--If the grievant is not satisfied with the decision of the principal or designee, the individual shall have a period of four (4) days to advance the grievance to the Superintendent by submitting a written objection to the decision with the Superintendent.

If the principal or designee does not provide a written response to the grievance at the conclusion of eight (8) days and no extension of this time period has been agreed to between the grievant and principal or designee, the grievance shall be advanced to the Superintendent without written response of the principal or designee.

Upon receipt by the Superintendent, the Superintendent or a designee shall schedule a meeting with the grievant. The Superintendent or designee shall, within a period of eight (8) days, unless an extension is mutually agreed upon, decide the matter notifying all the parties in writing of the decision including reasons for the decision. The decision of the Superintendent or designee shall be controlling, regardless of whether it is in agreement or in disagreement with the decision of the principal.

Step Four--If the grievant is not satisfied with the decision of the Superintendent, the Board is the next avenue for appeal. A written appeal must be submitted to the Board within four (4) days of receiving the Superintendent's decision.

Upon receipt of a written appeal of the decision of the Superintendent, the Board shall schedule a hearing for consideration not later than their next regularly scheduled meeting. The parties in interest shall have the right to include the representation of such witnesses

as they deem necessary to develop fact pertinent to the grievance. The Board shall render a decision in writing to all parties within four (4) days of the conclusion of the hearing(s). The decision of the Board will be final. However, there is nothing that precludes the grievant from taking legal action.

ARTICLE IX EFFECT OF AGREEMENT

8.1 DURATION

The provisions of the Collective Bargaining Agreement will be effective as of July 1, 2016, and will continue and remain in effect until June 30, 2017.

8.2 CHANGE IN AGREEMENT

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

8.3 DISTRIBUTION OF AGREEMENT

The collective Bargaining Agreement shall be attached to each certificated employee's contract.

8.4 AGREEMENT

This agreement is signed ____ day of _____, 20____ and shall be binding upon the parties.

H.E.A. President

Board Chairman

HANSEN SCHOOL DISTRICT 2016-17 CAREER LADDER

	RP1	RP2	RP3							
Residency	\$33,400	\$34,250	\$35,117							
	P1	P2	P3	P4	P5	P6	P7	P8	P9	P10
Professional	\$37,249	\$38,758	\$39,546	\$41,113	\$41,961	\$43,591	\$44,503	\$46,201	\$47,183	\$48,202