

# **2016 – 2017 NEGOTIATIONS AGREEMENT**

**PAYETTE SCHOOL DISTRICT #371**

**BOARD OF TRUSTEES**

**And**

**PAYETTE EDUCATION ASSOCIATION**

**Representative Organization**

## Article I. PREAMBLE (Policy 100)

It is a major aim of our democratic society that every person be helped to develop himself in ways unique to his own characteristics and that make him a responsible participant. This development is influenced significantly by the home, the community, and the school. The schools are primarily responsible for helping the student to acquire the basic skills to communicate, think clearly, make intelligent decisions, and become familiar with current technology. The schools can serve these purposes most effectively if they do not attempt to supersede the home or the community in their appropriate areas of responsibility.

## Article II. PROCEDURE

### A) Recognition

For negotiations for the 2016-17 Negotiated Agreement the Association has established per statute and the Board recognizes that the Association is the exclusive representative of the professional certificated personnel of School District #371 as defined by Representation.

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

### B) Definitions

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

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

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

The term "Superintendent" shall mean the superintendent of School District #371 in the Counties of Payette and Washington in the State of Idaho.

The term "School Year" shall mean the period of time from opening of the schools in District #371 to the closing of the schools in District #371 as defined in individual employees' contracts.

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

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

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

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

C) Representation

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

Superintendent  
Principals  
Vice-Principals  
District-Wide Directors

### Article III. NEGOTIATION GROUND RULES

A) Good Faith

Both parties agree to meet at reasonable times and places and to negotiate in a good-faith effort to reach agreement. Negotiations in good-faith shall include, but not be limited to, the goal of reaching agreement by the end of the current school year. Minutes shall be kept and made available upon request (Idaho Code 33-1271).

B) Negotiating Team

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

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

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

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

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

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

C) Meetings

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

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

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

Either party may request adjournment of the negotiating meeting.

D) Agreement of Modification

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

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

E) Negotiation Information

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

F) Submission and Agreement of Proposals

At the start of each meeting, each party shall submit a written proposal.

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

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

If the negotiated agreement is referred back to the parties by either the Board or the Association membership, each party shall notify the other of such action within 24 hours. Renegotiation shall begin within one (1) week from the receipt of notice from the other party.

In the event parties in negotiation are not able to come to agreement, if agreed to by both parties, a mutually agreed upon mediator may be appointed. The issue or issues in

dispute shall be submitted to mediation in an effort to induce the representatives of the Board and the Association to resolve the conflict (Idaho 33-1274). Costs of the mediator shall be borne equally by the parties. Other costs shall be borne by the party incurring them.

If mediation fails to bring agreement on all negotiable issues, the issues which remain in dispute may be submitted to fact-finding by the request of either party. One (1) or more fact-finders shall be appointed by the parties by mutual agreement. If such agreement cannot be reached within thirty (30) days of the request of such appointment, the state superintendent of public instruction shall make such appointment. The fact-finder shall have authority to establish procedural rules, conduct investigations and hold hearings during which each party to the dispute shall be given an opportunity to present its case with supporting evidence.

Within thirty (30) days following designation of the fact-finder, he shall submit a report in writing to the respective representatives of the Board and professional employees, setting forth the findings of fact and recommendations on the issues submitted.

It is understood that after all proposals are agreed upon the neither the Board nor the Association is bound by the agreement until such time as the membership or Board has had an opportunity to review and ratify it. This action must take place within ten (10) days from the date of tentative agreement.

It is understood that after all proposals are agreed upon, the Board is not bound by the Agreement until such time as the membership has had an opportunity to review and ratify it. This action must take place within ten (10) days after ratification by the Association.

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

## **Article IV. COMPENSATION**

### **A) Schedules**

Compensation schedules for all professional employees covered herein are established and attached hereto and are made a part of this section by reference.

### **B) Leadership Premium Committees**

School committees to determine leadership positions, pursuant to State Code, 33-1004J, shall consist of teachers (at least one of whom shall be a PEA member), administrators, and stakeholders, and shall be approved by the Board.

## Article V. BENEFITS

### A) Health Insurance

Effective September 1, 2016, each regular, full-time employee shall be eligible for district-paid and approved medical insurance plan. The District will pay \$515.45 per eligible employee per month for medical premiums. Employee is responsible for all monthly premiums in excess of \$515.45

The District will pay \$28.05 of monthly dental premium, 100% of the 15-16 rate.

The District will pay \$8.85 of monthly vision premium, 100% of the 15-16 rate.

### B) Life Insurance

The District agrees to pay the \$8.00 monthly premium for a \$40,000 term life insurance policy.

### C) Leaves (Policy 404)

#### 1) Sick Leave

At the beginning of each school year each certificated employee shall be credited with one (1) day of sick leave allowance per contracted month. Sick leave accumulation has no cap. Sick leave is to be used for absences caused by accident or illness or circumstances which render the professional employee incapable of carrying on their duties and shall include childbirth and illness of a member of the employee's immediate family. Part-time professional employees will be granted a percentage of sick leave allowance in proportion to the length of day worked.

#### 2) Sick Leave Bank

- a. Each certificated employee of the District shall participate in the sick leave bank. To participate, each employee shall contribute a prescribed number of his earned sick leave days as determined by the Sick Leave Bank Committee. Deposits to the sick leave bank may be made from Sept. 1 to Oct. 15 of each year. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement.
- b. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating employees upon recommendations of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or reoccurring illness beyond the employee's accumulated sick leave.
- c. The total number of sick leave days that may be contributed in any school calendar year will equal no more than 180 days. The total number of days in the sick leave bank may not exceed 360 days.

- d. Application for use of the bank shall be submitted to the Sick Leave Bank Committee for their recommendation. The committee shall review the request and determine the eligibility of the employee. If the committee deems necessary, it shall require proof of illness at the time of application and from time to time after a grant has been made.
- e. The committee shall have the authority to establish such guidelines as it deems necessary to implement this program. Guidelines shall have the approval of the Executive Committee of the Association and the Board of Trustees. 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.
- f. In order for a professional employee to be eligible to apply for sick leave benefits from the sick leave bank the employee must first have been absent from work due to illness or accident for: (1) all his accumulated sick leave days and one (1) day where his salary was reduced in full.
- g. The maximum number of days that can be granted in any one fiscal year will be the remaining number of days an employee is scheduled to work under his current contract. In no case will the granting of leave cause an employee to receive more than his annual salary for that year.
- h. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.
- i. Bank grants to individual 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 certificated employee does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank. A certificated employee will be eligible for a maximum of 180 days sick leave in any one year of employment.
- j. The Sick Leave Bank Committee shall consist of two (2) members appointed by the Association and one (1) member appointed by the Board. The Committee shall develop and distribute rules and procedures for the orderly administration of the bank not consistent with the terms of this agreement. The committee shall be responsible for reporting District's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the bank and all other information necessary for the employee's records.

## Article VI. School Day (Policy 405.2)

- A) It is required that teachers be available in the buildings from 8:00 A.M. to 3:45 P.M. Teachers will have a thirty-minute duty-free lunch. All school personnel shall make

arrangements through their building principals when necessary to be absent from the building during any part of the school day. A certificated professional employee may establish a work schedule different than that established by the Board, with the consent of the principal and the superintendent.

**B) Prep Time**

The amount of prep time currently offered at each school shall not decrease for the 16-17 school year.

**Extended Leave Without Pay (Policy 404.7)**

Certificated employees requesting a leave of absence without pay for an extended period of time shall apply in writing to the Superintendent. The Board of Trustees shall review the request and if the request is granted, shall allow the following:

1. Returning employees shall retain and will not forfeit the appropriate level of salary based upon years of experience and education as set forth in the district's salary schedule. Further, the returning employee shall not forfeit previously accrued and earned sick leave benefits.
2. While on leave, the employee shall be allowed to participate in group insurance with the employee paying the premium.
3. Employees shall receive the written statement of reemployment outlining the terms of the leave of absence.
4. Upon approval of the Board, leaves can be extended beyond one year with a written request from the employee on leave prior to April 1 of the year the leave would have ended.

**Grievance Procedure (Policy 401.5)**

**401.5 Grievance Procedure Guidelines:**

1. The Payette School District's policies and practices are designed to benefit both employees and the organization. Supervisors are responsible for applying and enforcing them fairly and consistently. Employees who believe that they have been treated unfairly or in a manner inconsistent with established policies may question or challenge a decision or action through the Payette School District's formal grievance system.
2. Employees who pursue a complaint through the grievance procedure system will not be discriminated against or suffer any reprisals for using the grievance procedure. No more than 30 days shall elapse between the occurrence and the submission of the grievance to the supervisor.



3. A "grievance" is an allegation by an employee that there has been a specific violation, misinterpretation, or unfair application of Payette School District's rules, policies, or procedures." Vague charges of "unfairness" that are not substantiated by facts will not be processed through the grievance procedure. Grievances and responses shall be in writing at all of the following levels.

LEVEL ONE - Employees shall discuss the problem or concern with their supervisor(s).

LEVEL TWO - If the conference with the supervisor does not settle the complaint, employees may pursue the matter with the Superintendent.

LEVEL THREE - If dissatisfied with the decision of the Superintendent, employees may appeal to the Payette School District Board of Trustees. In the event the Payette School District Board of Trustees' decision is not satisfactory, employees may request a formal hearing, either open or closed, with the right to present evidence, call witnesses and cross examine adverse witnesses (association or legal counsel may be utilized at any level).

4. Unless agreed upon by both parties, no more, than ten (10) working days shall elapse between the levels above. Failure to answer any step shall allow grievant to proceed to the next level.
5. Nothing contained herein shall prohibit the grievant from pursuing all remedies of law to which grievant is entitled.

#### **Assignment, Promotion and Transfer Guidelines (Policy 401.4) Amended 4-25-16**

Absent an emergency situation where time is of the essence, the District shall post for any open employment position or assignment with the District.

1. Assignments shall be based upon the qualifications of the candidate and the needs of the district.
2. The goal of Payette School District's internal assignment, promotion and transfer policy is to identify workers who have the skills or ability needed and to give qualified employees an opportunity to be considered for those openings and assignments. Current employees will be given thoughtful consideration as candidates for job vacancies.
3. The primary factors taken into account in assignment or promotion decisions will be:
  - a. The best interest of the District; and

- b. The relative ability and merit of all candidates, i.e., education, work history, job-related skills, knowledge, experience, ability, efficiency, initiative, attitude, attendance record and performance.
- 4. Payette School District reserves the right to transfer employees to different positions when deemed necessary for the best interest of the District and to maintain efficient operations

### **Measurable Student Achievement**

Measurable student achievement is determined by the local school district and may be selected from the following: ISAT, student learning objectives, formative assessments, teacher constructed assessment of student growth, pre- and post-tests, performance based assessments, IRI, PSAT, SAT, ACT, district adopted assessment, end-of-course exams, advanced placement exams, and/or professional technical exams.

School committees to establish student achievement benchmarks shall consist of teachers (at least one of whom shall be a PEA member), building administrators and stakeholders, and shall be approved by the Board.

For the purpose of teacher evaluation, student achievement shall be considered for those students who have been enrolled in and in attendance for at least 80% of the interval of instruction.

### **Evaluation Appeal (Policy 402.4)**

#### **A. Definition**

1. An appeal of the Teacher Evaluation shall mean a disagreement by a professional employee with the rating/ranking they have received in any or all areas of a formal/informal evaluation.

#### **B. Purpose**

1. The purpose of this procedure is to allow a professional employee a formal method to seek a change in his/her evaluation as a result of evidence presented after his/her evaluation has been given.

2. Nothing herein contained will prevent a professional employee from informally discussing the evaluation with their evaluator in an effort to resolve the disagreement on any/all scores/rankings in question.

### C. Procedure

1. Failure to conform to the specified time limits (except as extended by mutual agreement) shall constitute
  - a. On the part of the professional employee appealing, an acknowledgement that the time for appealing has expired and the Evaluation is valid.
  - b. On the part of the evaluator, an admission that the appeal has merit and the requested changes to the score/ranking of the evaluation is changed.
2. A written formal appeal shall meet the following specifications
  - a. It shall be written to specifically identify a score/ranking within the evaluation
  - b. It shall be accompanied by evidence that is related to the score/ranking that is being appealed
  - c. It shall contain the date the evaluation was received

### D. Step One

Within 30 days following the evaluation the professional employee will meet with their evaluator, present evidence and discuss any and all disagreements involving the evaluation. He/She may have an Association representative at this meeting.

### E. Step Two

If the professional employee is not satisfied with any/all changes to his/her evaluation, he/she may request a formal letter outlining the areas of disagreement and justification for specific scores/rankings that go into further detail than any/all statements on the evaluation in question. This response should also include specific evidence that the evaluator would like to see in order for the professional employee to receive an improved score/ranking. The professional employee shall receive the letter in response from the evaluator no later than 10 workdays after the request.

### F. Step Three

If the professional employee is not satisfied after steps one and two have been completed then the employee may appeal to the evaluator's immediate supervisor. The professional employee will provide any/all evidence that has been previously submitted. The evaluation by the immediate supervisor shall be given within 10 workdays of the request.

### G. Step Four

If the professional employee is not satisfied after step three they may request a new evaluation completed by a qualified evaluator who is someone other than their original evaluator. This evaluation must be completed within 15 workdays of the request.

**Appeal:**

1. If there is a disagreement over the contents of a teacher's evaluation, the teacher may write a rebuttal to accompany the evaluation and have it placed in their personnel file.
  - a. Employees may review all materials in their personnel file by making an appointment with the building administrator.

**Committees**

In order to meet the mutual goal of educational excellence in education, through input with the Board, teachers (at least one of whom shall be a PEA member), will be included in formulating policies, procedures, programs, textbook adoptions, curriculum choice, materials, and any other resource required and/or implemented by the District designed to improve instruction.

The PEA will be represented on any committees that involve professional teacher salaries and/or benefits.

**SAVINGS CLAUSE** Should any article(s) or section(s) of this agreement be found to be in conflict with either existing Idaho Law or any law enacted after the ratification of this agreement, said article(s) or section(s) shall be deemed invalid and renegotiation shall begin immediately to bring said article(s) or section(s) into agreement with the law. Such article(s) or section(s) of the agreement which do not conflict with such laws shall be valid and binding upon both parties to the agreement for the life of the agreement.

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

**DURATION** The provision of this agreement shall become effective as of June 2, 2015 and if negotiations are not settled by June 30, 2016, the contract will automatically continue until replaced by a new agreement.

## **2016-17 Salary Schedule**

A. "Existing staff will be placed on the salary schedule in the column that represents their education degree and credits as of September 10, 2016 and in the lettered lane that correlates to a salary increase from last year's schedule"

"New staff will be placed on the salary schedule in the column that represents their education degree and credits as of September 10, 2016 and in the lettered lane that most closely correlates to the State of Idaho's career ladder district funding rate."

B. 2016-17 Salary Schedule is attached. Salary Schedule represents a 3.75 progressive with a base salary of \$29,651.

C. Certified staff with a BA+24 will receive an education premium of \$400 in November and \$400 in May. Certified staff with a MA will receive an educational premium of \$700 in November and \$700 in May.

D. Leadership premiums will be paid in June.

## **Additional Agreements**

A. Add one certificated staff member to present Westside Elementary School staff.

B. Increase PE or Music to a full-time position at Westside Elementary School.

C. Add a certificated staff to (1/3) Payette High School and (2/3) McCain Middle School.

Lead Negotiator, Greg Kelley \_\_\_\_\_

Lead Negotiator, Les Jarmin \_\_\_\_\_

May 20, 2016

## SIGNATURE PAGE

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Adam Rynearson, Chairman  
Payette School District Board of Trustees

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Date

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Lori Steiniker, PEA Co-President  
Payette Education Association

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Date

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Michelle Stoneman, PEA Co-President  
Payette Education Association

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Date