

SCHOOL YEAR 2019-2020

NEGOTIATED AGREEMENT

between

THE BOARD OF TRUSTEES OF

ABERDEEN SCHOOL DISTRICT NO.58

and

THE ABERDEEN EDUCATION ASSOCIATION

Representing all Teachers within District No. 58

May 23, 2019

PROCEDURAL AGREEMENT

The Board will make no change to School Board Policy without notification to the AEA representative.

NEGOTIATED AGREEMENT TERMS (Policy 446)

DEFINITIONS

“Benefits” means employee insurance, leave time, and sick leave benefits.

“Compensation” means salary and benefits for professional employees.

“Good faith” means honesty, fairness, and lawfulness of purpose with the absence of any intent to defraud, act maliciously, or take unfair advantage; or the observance of reasonable standards of fair dealing.

“Local education organization” means any organization duly chosen and selected by fifty percent (50%) plus one (1) of the professional employees, as defined in Idaho Code §33-1272, excluding administrative personnel, as their representative organization for negotiations.

“Majority of professional employees” means fifty percent (50%) plus one (1) of the professional employees.

“Negotiations” means publicly meeting and conferring in good faith for the purpose of reaching a negotiation agreement.

“Negotiation agreement” means the employment matters and conditions mutually agreed upon in writing between the board of trustees and the local education organization.

“Professional employee” means any certificated employee of the school district, but excludes administrative personnel including superintendents, supervisors, or principals for the purposes of negotiations.

NEGOTATIONS PROCESS

Either the board or the local education organization may make a request for negotiations. At its discretion, the board may request written evidence from the local education organization that it represents the majority of the professional employees for negotiations. The board may further request that the local education organization establish annually that it represents the majority of professional employees for negotiations prior to the commencement of negotiations. In order to establish a local education organization’s representative status, a local education organization must show that within the last two (2) years, fifty percent (50%) plus one (1) of the professional employees, as defined in Idaho Code §33-1272, indicated agreement to be represented by the local education organization for negotiation purposes. Evidence of fifty percent (50%) plus one (1) inconsistent with this provision shall not be counted in the establishment of representative status.

The individual(s) selected to represent the local education organization will be a member(s) of the organization designated to represent the professional employees and a professional employee(s) of the district. At its discretion, the board may designate any individual(s) as its representative(s) for negotiations. However, in the event the board chooses to designate any individual(s) other than the superintendent or elected trustee(s) of the school district, the local education organization is authorized to designate any individual(s) of its choosing to represent the organization for negotiations. Negotiations will only occur between the respective designated representatives.

Negotiations will consist of meeting and conferring in good faith on those matters specified in any such negotiation agreement between the board and the local education organization. In the event a conflict exists between the negotiated agreement and state or federal law, state or federal law will prevail unless a provision exists allowing the negotiated agreement to prevail. The board may, without negotiation or reference to any negotiated agreement, take action that may be necessary to carry out its responsibilities due to emergency situations or acts of God.

PUBLIC ACCESS

All negotiations with the local education organization will occur in public, provided, however, that the board or its designated representatives may hold an executive session for the specific purpose of:

- a. Considering a labor contract offer or to formulate a counteroffer; or
- b. Receiving information about a specific employee, when the information has a direct bearing on the issues being negotiated and a reasonable person would conclude that the release of that information would violate that employee's right to privacy.

Joint ratification of all final offers of settlement will be made in open meetings, and each party must provide written evidence confirming to the other that majority ratification has occurred.

Accurate records or minutes will be kept and will be available for public inspection at the district's office during normal business hours. All documentation exchanged between the board, or its designees, and the local education organization will be subject to the public records disclosure laws, including all offers, counteroffers and meeting minutes.

At the earliest possible time practicable, the district will post notice of all negotiation sessions on the front page of its website. If time permits, notices will also be posted within 24 hours of the negotiation sessions at the district's regular meeting physical posting locations. Public testimony, if any, will be posted as an agenda item.

DURATION OF NEGOTIATED AGREEMENTS

All agreements entered into through the negotiation process will have a one (1) year duration of July 1 through June 30 of the ensuing fiscal year. Neither the board nor the local education organization has authority to enter into any agreement or provisions that are in any force or effect for multiple years or indefinitely, or otherwise does not expire on its own terms on or before June 30 of the ensuing fiscal year, with the exception of certain negotiated provisions that meet the criteria for a nonrolling two (2) year duration.

Upon mutual ratification, the board may enter into negotiated provisions with a nonrolling two (2) year duration for any item other than compensation and benefits. The nonrolling two (2) year provision must have a designated start date and end date. The negotiated nonrolling two (2) year provisions may not be renegotiated during the two (2) year term, but may be addressed by the board and the local education organization at the expiration of the end date of the two (2) year term.

LEGAL REFERENCE:

Idaho Code Sections

33-1271 through 1276

74 – 206 and 206A – Open Meeting Law (executive sessions)

NEGOTIATED SETTLEMENT

I. AGREEMENT MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an amendment in writing duly agreed to and executed by both parties.

II. DURATION

A. The Board and Association agree to extend all articles of the present Negotiation Agreement, including the modified articles as negotiated, until the day prior to the beginning of the **2019/2020** school year.

III. SAVINGS CLAUSE

All items in this agreement are presumed to be legal and valid. If any specific item of this Agreement shall be ruled invalid by a court of law or governmental agency, the Board and Association shall enter into negotiations within fifteen (15) days to agree on a successor clause for the invalidated article. The balance of this Agreement shall not be affected by any such ruling and shall remain in full force.

IV. ASSOCIATION RIGHTS

A. The Board agrees that the individual teacher shall have full freedom of association, self-organization, and designation of representatives of his/her own choosing, and he/she shall be free from interference, restraint, or coercion.

B. The Association and its representatives may use school buildings at all reasonable hours for meetings.

C. Representatives of the Association shall be permitted to transact Association business on school property at all reasonable times, provided that any non-local representative clears through the district or building offices.

D. The Association and its representatives may post notices of activities and matters of Association concern on teacher bulletin boards. The Association may use the District teacher mail boxes for communication to teachers in accord with District policies.

E. The Board agrees to make available to the Association all materials that are deemed public information as provided by law.

F. The Association shall be given an opportunity at faculty meetings to make announcements.

G. Designated representatives of the Association shall be allowed to receive telephone messages and other communiqués concerning Association business during school hours provided this does not interfere with nor disrupt regular teacher or classroom duties.

V. LEAVE DESCRIPTIONS

A. Sick Leave

1. Number of Days: Sick Leave shall be granted to each teacher at the rate of thirteen (13) days per school year, with no accumulating limit. If a teacher takes more than ½ of the student days in sick leave in a year and will not be able to assume his/her full-time regular teaching duties of the next school term, he/she will not be eligible to receive a contract for that next year. If it appears that a teacher may fall into this condition, the Board may issue a Letter of Intent in the spring with a provisional statement based on the ability to assume his/her teaching duties for the

next year.

2. Any sick leave taken for more than 3 (three) consecutive days must be prior approved by the building administrator.
3. Any sick leave requested during the first or last two weeks of school must be for emergency only and be approved by a building principal.
4. To ensure ethical use of sick leave, the certificated employees and the district will follow Idaho Code 33-1216.
5. The District will grant a one-time bereavement leave of up to three (3) days per year, upon approval of employee's supervisor, for the death of employee's spouse/partner, child, parent, sibling, parent of spouse/partner or grandparent/grandchild. Additional bereavement leave taken shall be deducted from employee's sick leave days.

B. Personal Leave

Number of Days: Personal Leave shall be granted to each teacher working less than 10 years for the district, at the rate of four (4) days per year. Personal Leave shall be granted to each teacher working 10 years or more for the district, at the rate of five (5) days per year. Any staff member holding up to four (4) days of personal leave at the end of the school year will be paid \$65 per day in their July paycheck.

C. Sick Leave Bank

Each certificated employee of the District may participate in the Sick Leave Bank. To participate, each employee shall contribute four days of his/her earned leave days as determined by the Sick Leave Bank Committee. Leave days thus contributed shall be deducted from the individual's leave entitlement. The contributed leave days shall form a fund of leave days that will be available to all eligible participating certificated employees

upon recommendation of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by the absence from work necessitated by extended or recurring illness which extends beyond the employee's accumulated leave.

1. 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 on an individual basis.
2. Committee shall have the authority to establish such guidelines as it deems necessary to implement this program. Guidelines shall have the approval of the Aberdeen Education Association Executive Board 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.
3. In order for professional employees to be eligible for such leave benefits from the Bank, the employee must:
 - (a) Be a contributor to the Bank.
 - (b) Employees must use all of their accumulated leave or forty (40) days whichever is the lesser amount. In addition, employees must forfeit two days pay before applying to the Sick Leave Bank.
4. Should the Sick Leave Bank become less than 100 days, the Sick Leave Bank committee will seek voluntary contributions from members of the bank. This voluntary contribution will not exceed the number of days assessed new employees to become members of the bank.
5. The maximum number of days that may be granted in any fiscal year will be the

remaining number of days an employee is scheduled to work under his/her current contract. In no case will the granting of leave cause an employee to receive a greater amount of pay from the District than his annual salary for that year. The number of leave days granted shall not exceed the number of days absent from work due to illness or accident.

6. 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 leave days will be returned to the Bank.

7. The Sick Leave Bank committee shall consist of three (3) members appointed by the Association and two (2) members appointed by the District. The committee shall develop and distribute the rules and procedures for the orderly administration of the Bank. The Committee shall also be responsible for reporting to the District business office the names of contributors and the number of days contributed. The Committee shall be responsible for reporting all days granted to any certificated employee by the Sick Leave Bank and any other information necessary to maintain an adequate accounting of the operation.

D. Release Time for Certificated Employees: (Policy 450) Each certificated employee of the district is entitled to release time for service on committees and commissions established by the State of Idaho, or established by the legislature, or established by any of the departments or agencies of the State of Idaho.

Each certificated employee will be entitled to five (5) days of release time, and additional time would be allowed at the discretion of the board.

The certificated employee will not lose any salary or other benefits because of release time for service on any committee or commission. The employee will not be required to make up any release time spent in serving on any committee or commission. The amount of any honorarium or compensation received for services on committees or commissions, except actual and necessary expenses, will be deducted from salary otherwise due the certificated employee.

LEGAL REFERENCE:

Idaho Code Section 33-1279

VI. INSURANCE

A. All employees working 30 hours per week or more will be offered an individual benefit package. The Aberdeen District will pay the actual cost of the employee's individual premiums for life, dental and health insurance. Individuals will retain the option of purchasing family plan coverage, with premiums for same to be deducted from their monthly paycheck.

For employees working 20 to 29.99 hours the district group health, dental, vision and life insurance may be purchased at the employee's expense. If you wish to cover yourself, your spouse and/or dependents you would need to pay the total premium. The premium payment will be due by the 20th of each month.

B. The District shall pay the cost for a \$50,000 group life insurance policy for each employee.

VII. SALARIES

A. **Payment of Salaries:** Teachers shall be paid in 12 equal installments on the 20th of each month. If the 20th falls on Saturday or Sunday, the payment date is to be on the previous Friday. The District shall provide to each employee an option for direct deposit of their paycheck.

B. **Salary:** All employees will be paid based on the State Disbursement Salary.

C. **Salary Schedule**

See attached Career Ladder (Appendix A)

D. **Extra Curricular Salaries:**

See attached sheet for breakdown of salaries (Appendix B)

E. **Letters of Intent:**

The District will send out letters of intent to certificated staff by March 1st of each year.

Certificated staff will be asked to identify anticipated credits to be added to transcripts no later than March 15th each school year. Only credits that the teacher(s) are currently enrolled in may be extended past the March 15th deadline.

F. Planning for Retirement

Any certified employee planning to retire must notify the school district no later than September 1st of the year they plan to retire. If notification is not given to the district prior to that date, the certified employee will not legally be able to become a working retiree during the following year.

VIII. PAYROLL DEDUCTIONS

A. Dues for the United Teaching Profession (AEA, IEA, and NEA), shall be deducted from the salary of all members on the basis of ten (10) equal deductions beginning with the November paycheck. This money shall be paid to the Association after monthly deductions are made.

B. If a member of the Association who has submitted authorization for payroll deductions leaves teaching or the district of the Association, the total amount of dues owed shall be deducted from his/her final paycheck.

Deductions from other providers, such as insurance, shall be made for groups of five (5) or more employees.

C. Dues assessed by certified unions may be deducted from payroll.

IX. PROFESSIONAL STANDARDS

A. Recertification Fee: The board will pay the \$75.00 recertification fee for certificated employees who have worked at least five consecutive years in the district and have signed a contract for a sixth year. The district will pay half of a half time teacher's

recertification fee after five consecutive years employment with the district and renewing contract for the sixth year. In addition, the board will pay \$25.00 to update a certificate when the update is the result of a request made by the board.

X. TEACHER RIGHTS

No employee shall be suspended, dismissed, non-renewed or disciplined without just cause. Just cause shall include, but not be limited to unsatisfactory performance, insubordination, violation of rules and regulations of the State Board of Education, violation of code of ethics of the teaching profession adopted by the State Board of Education, violation of Board policy and/or violation of rules, policies, or orders or directives adopted or promulgated by the employee's supervisor(s). This article shall not limit the authority of the Board of Trustees, including the employee's supervisor(s) to adopt employee policies, rules, directives or orders. This article shall not prohibit the Board from rehiring or not rehiring annual contract teachers with or without cause, as allowed by Idaho law. Further, this article shall not limit or restrict the discretion of the Board and/or administration, including the employee's supervisor(s) from determining the discipline to be applied to an employee in any given situation, provided that the board or the administration has just cause, as that term is defined in this article.

XI. WORKING CONDITIONS

A. Teacher work day will begin at 7:50 a.m. and end at 3:45 p.m. in accordance to District Policy.

B. Duty Free Lunch: All teachers in the Aberdeen School District shall have a duty-free, uninterrupted lunch period of at least thirty (30) continuous minutes each day.

D. School Calendar

1. The School Calendar shall be prepared by the Superintendent using solicited

input from the president of the AEA.

2. The Calendar shall be presented to the School Board no later than the regular March meeting each year.
3. After student departure on Thanksgiving and Christmas teachers may use the remaining time for celebration.

E. Teacher Preparation Time

1. Each elementary teacher shall have at least a 25 minute preparation period each day.
2. Each middle school teacher shall have one preparation period each day.
3. Each high school teacher shall have one preparation period each day.
4. On a data day or an early out day at the end of the quarters, teachers will be allowed a (1/2) day work day.

F. Term of Contract

1. The term of the contract for certificated employees covered by this negotiated agreement shall be one hundred eighty-eight (188) days and shall include five (5) paid holidays.
2. Certified staff assigned supervision of students for after-school detention, school dances, and homecoming events, or assigned to take tickets at school functions shall be compensated at an hourly rate of \$10.00. For homecoming events, reimbursement will be limited to four (4) employees for up to sixteen (16) hours per employee.
3. Those certified staff assigned to athletic events will be compensated as follows: Scorekeeper, Official Clock keeper and Play-by-play Announcer for junior varsity will be compensated at \$10.00 per game. Varsity staff as previously mentioned will be compensated at \$15.00 per game.
4. The Board retains the right to establish the starting date for harvest vacation.

Once harvest begins teachers shall not be recalled.

5. Parent/Teacher contract time will run from 1:30 p.m. to 9:00 p.m.

XII. ASSIGNMENT AND TRANSFER (Policy 441)

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 building principal or superintendent.

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. The superintendent's decision regarding the assignment will be final.

LEGAL REFERENCE:

Idaho Code Section

33-506

XIII. EMPLOYMENT CONTRACTS WITH CERTIFICATED EMPLOYEES (Policy 444)

The District will abide by State issued contracts for certificated personnel.

DISCHARGE OF CERTIFICATED EMPLOYEES (Policy 454)

DISCHARGE PROCEDURES

When the board: (1) discharges any certificated employee (renewable or annual contract) for any reason during the current contract period or (2) does not renew any renewable contract employee at the end of the contract period, the following procedures will be followed:

1. The superintendent or other authorized administrative officer may recommend the discharge of any certificated employee by filing with the board written notice specifying the alleged reasons for discharge.
2. Upon receipt of the notice, the board, acting through its designee, will give the affected employee written notice of the allegations and the recommendation of discharge, along with a written notice of a hearing before the board prior to any determination by the board.
3. The hearing will be scheduled to take place not less than six (6) days nor more than twenty-one (21) days after receipt of the notice by the employee. The date provided for the hearing may be changed by mutual consent.

4. The hearing will be public unless the employee requests in writing that it be in executive session.
5. All testimony at the hearing will be given under oath or affirmation. Any board member, or the clerk of the board, may administer oaths to witnesses or affirmations by witnesses.
6. The employee may be represented by legal counsel and/or by a representative of a local or state teachers association.
7. The chairman of the board or his or her designee will conduct the hearing.
8. The board will cause an electronic record of the hearing to be made, or will employ a competent reporter to take stenographic or stenotype notes of all the testimony at the hearing. A transcript of the hearing will be provided at cost by the board upon request of the employee.
9. At the hearing, the superintendent or duly authorized administrative officer will present evidence to substantiate the allegations contained in the notice received by the board.
10. The employee may produce evidence to refute the allegations. Any witness presented by the superintendent or by the employee will be subject to cross-examination. The board may also examine witnesses and be represented by counsel.
11. The employee may file written briefs and arguments with the board within three (3) days after the close of the hearing or such other time as may be agreed upon by the employee and board.
12. Within fifteen (15) days after the close of the hearing, the board will determine and, acting through an authorized administrator, notify the employee in writing whether the evidence presented at the hearing established the truth of the allegations and whether the employee is to be retained, immediately discharged, or discharged upon termination of the current contract.
13. If the employee appeals the board's decision, the district court may affirm the board's decision or set it aside and remand the matter to the board only upon the following grounds:
 - a. The findings of fact are not based upon any substantial, competent evidence;
 - b. The board acted without jurisdiction or in excess of its authority; or
 - c. The findings by the board, as a matter of law, do not support the decision.
14. The board's determination shall be affirmed by the court unless it finds that the action of the board was:

- a. In violation of the constitutional or statutory provisions;
- b. In excess of the board's statutory authority;
- c. Made upon unlawful procedure; or
- d. Arbitrary, capricious or an abuse of discretion.

LEGAL REFERENCE:

Idaho Code Sections

33-513

33-514

33-514A

33-515

- See District Policy Section 400 PERSONNEL

XVI. TERMS OF NEGOTIATIONS

The negotiating party agrees to provide the district with an explicit monetary request for compensation at least 2 weeks prior to beginning official negotiations. Once negotiations begin the team must meet a minimum of 3 hours or until both parties decide to adjourn. Negotiators must meet at least weekly once negotiations have started unless unforeseen circumstances arise. It is preferred negotiations be scheduled early enough that ratification can be completed no later than May 15th, to avoid the necessity of mailing contracts.

XVII. ACCEPTANCE

This Agreement is signed on the _____, **2019** for the implementation starting **August 12, 2019**, and shall be in force for no longer than 1 year from the implementation date. This Agreement shall be binding on the parties hereto.

By: _____ For the Board

By: _____ For the AEA

Grievance Procedure:

Appendix C

Aberdeen School District
Grievance Report Form
Level One

Name of Grievant _____

Date of Grievance _____

Date Filed _____ (Within ten days of the incident of grievance)

Explanation of Grievance (section of contract violated)

Solution Sought

Signature of Grievant _____ Date _____

Disposition by Principal or immediate Supervisor
(Within five days of receiving grievance)

Signature of Principal _____ Date _____

Position of Grievant

Signature of Grievant _____ Date _____

If both parties agree to solution, then the grievance is finalized.

Grievance Procedure:

Appendix D

Aberdeen School District
Grievance Report Form
Level Two

Name of Grievant _____

Date of Grievance _____ (Within three days)

Date Filed _____

Date Received by Superintendent

Summary of Grievance

Date of Hearing (within three days of receiving grievance)

Disposition of Superintendent (within five days following hearing)

Signature of Superintendent _____ Date _____

Position of Grievant
(Within five days of receiving the Superintendents disposition)

Signature of Grievant _____ Date _____

If both parties agree to a solution, then the grievance is finalized.

