

# MASTER CONTRACT AND NEGOTIATIONS AGREEMENT

Caldwell Education Association and Caldwell School District #132

*2019-2020*

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## Article I - Definitions

The Board of Trustees of Caldwell School District #132 and the Caldwell Education Association have agreed to the following provisions pursuant to Idaho Code 33-1271 through 33-1276.

- A. **Association:** The term "Association" refers to the Caldwell Education Association.
- B. **Board:** The term "Board" as used in this Agreement shall mean the Board of Education of Caldwell School District #132 in Canyon County, State of Idaho.
- C. **Calendar:** The term "Calendar" refers to the School District Calendar as approved by the Board of Trustees.
- D. **Certified Professional Employee:** The term "Certified Professional Employee or "CPE" means any certificated professional employee of the Caldwell School District (Idaho Code 33-1272(1)). For the purposes of this Agreement, CPE does not include any classified staff or administrative personnel, including but not limited to the Superintendent, supervisors, principals, and District Office administrative employees.
- E. **Compensation Rung Performance Criteria:** The term "Compensation Rung Performance Criteria" means: (a) an overall rating of proficient and no components rated as *emerging* on the state framework for teaching evaluation; and (b) demonstrating the majority of their students have met their measurable student achievement targets or student success indicator targets. (Idaho Code 33-1001(14)).
- F. **Day(s):** The term "Day(s)" means working business days.
- G. **Designee:** The term "Designee" is a person who is designated or appointed by the person named in the policy to fulfill the stated duties.
- H. **Directed Time:** The term "Directed Time" means time dedicated to professional growth and development directed by district or school-based leadership.
- I. **District:** The term "District" means Caldwell School District.
- J. **Good Faith:** The term "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 (Idaho Code 33-1272(3); Board Policy 446).
- K. **Grievance:** The term "Grievance" refers to a claim that there has been a violation or misinterpretation of the terms of the Master Agreement and/or Board Policy.
- L. **Grievance Procedure:** The term "Grievance Procedure" refers to the process by which CPE(s) are extended the right to resolve an alleged violation or misinterpretation/misapplication of any provision of the Master Agreement and/or Board Policy.
- M. **Party in Interest:** The term "Party in Interest" refers to a CPE(s) who might be required to take action or one against whom action might be taken in order to resolve a Grievance.
- N. **Payday:** The term "Payday" refers to CPE's contractual compensation, which will be prorated over twelve months and paid in equal increments on or before the twenty-fifth day of each month.
- O. **President:** The term "President" as used in this Agreement shall mean the President of the Caldwell Education Association.
- P. **Professional Endorsement:** The term "Professional Endorsement" refers to the distinction obtained by CPE(s) who have met the requirements to hold an Idaho Professional Endorsement (Idaho Code 33-1201A.)

- Q. **Professional Leave:** The term "Professional Leave" includes attendance at workshops, conferences, seminars, oral and/or written exams for completion of an advanced degree; district initiated professional development (i.e. curriculum mapping, CWA meetings, leadership training, etc.).
- R. **Local Education Association:** The term "Local Education Association" means any local district organization duly chosen and selected by fifty percent (50%) plus one (1) of the CPEs, excluding administrative personnel, as their representative organization for negotiations under this act (Idaho Code 33-1272(2); Board Policy 446).
- S. **Negotiations:** The term "Negotiations" means publicly meeting and conferring in good faith by a local board of trustees and the authorized local education organization, or the respective designated representatives of both parties for the purpose of reaching an agreement, upon matters and conditions subject to negotiations as specified in a negotiation agreement between said parties (Idaho Code 33-1272(3)).
- T. **Non-Directed Time:** The term "Non-Directed Time" means time dedicated to professional growth, development, and preparation based on the professional autonomy of the CPE.
- U. **School District:** The term "School District" shall mean Caldwell School District #132 in Canyon County, State of Idaho.
- V. **Superintendent:** The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools Caldwell School District #132 in Canyon County, State of Idaho. The Superintendent is the Chief Executive Officer of the Board, and as such administers the affairs and programs of the School District as provided by law and Board policy.

**Article II – Professional Compensation**  
**2019-2020 CPE Salary Schedule**

<b>2019-2020</b>		<b>Base Salary + Education Allocation</b>			
		<i>Education Allocation contingent on funding</i>			
<b>Placement</b>	<b>Base Salary</b>	<b>\$ 2,000.00 BA+24</b>	<b>\$ 3,500.00 MA</b>	<b>\$ 3,500.00 MA+24</b>	<b>\$ 3,900.00 ES/DR</b>
RP1	\$38,500	<i>May not qualify for Education Allocation (See <u>2019-2020 Education Allocation</u> Page 6)</i>			
RP2	\$39,000				
RP3	\$39,500				
P1	\$42,500	\$44,500	\$46,000		\$46,400
P2	\$43,778	\$45,778	\$47,278		\$47,678
P3	\$44,048	\$46,048	\$47,548		\$47,948
P4	\$45,874	\$47,874	\$49,374		\$49,774
P5	\$46,165	\$48,165	\$49,665		\$50,065
P6	\$48,012	\$50,012	\$51,512		\$51,912
P7	\$48,326	\$50,326	\$51,826		\$52,226
P8	\$50,196	\$52,196	\$53,696		\$54,096
P9	\$50,533	\$52,533	\$54,033		\$54,433
P10	\$51,271	\$53,271	\$54,771	\$54,771	\$55,171
					
		<b>BA+24</b>	<b>MA</b>	<b>MA+24</b>	<b>ES/DR</b>
10A		\$55,164	\$56,664	\$56,664	\$57,064
10B		\$57,132	\$58,632	\$58,632	\$59,032
10C		\$58,009	\$59,509	\$59,509	\$59,909
10D		\$61,159	\$62,659	\$62,659	\$63,059
10E		\$64,486	\$65,986	\$65,986	\$66,386

CPEs on 10A through 10E (BA+24/MA) shall not advance a step until MA+24 or ES/DR degree is obtained.

1. CPEs in their first year of holding a certificate shall be placed on the RP1 compensation rung.
2. CPEs placed on RP1 and RP2 of the 2018-2019 CSD CPE Salary Schedule shall advance one (1) rung on the 2019-2020 CPE Salary Schedule.
3. CPEs placed on RP3 on the 2018-2019 CSD CPE Salary Schedule shall advance to P1 on the 2019-2020 CPE Salary Schedule if they have met the following criteria (Idaho Code 33-1201A):
  - a. CPE has met the compensation rung performance criteria in school year 2018-2019.
  - b. CPE has obtained the Professional Endorsement.
4. CPEs placed on Professional 1 through Professional 9 of the 2018-2019 CSD CPE Salary Schedule shall advance one rung on the 2019-2020 CPE Salary Schedule if they have met the following criteria (Idaho Code 33-1201A):
  - a. CPE has met the compensation rung performance criteria in school year 2018-2019.
  - b. CPE has obtained the Professional Endorsement.
5. CPEs placed on Professional 10 of the 2018-2019 CSD CPE Salary Schedule shall advance to 10A on the 2019-2020 CPE Salary Schedule if they have met the following criteria:
  - a. CPE has met the compensation rung performance criteria in school year 2018-2019.
  - b. CPE has obtained the Professional Endorsement.
  - c. CPE holds a master's degree + 24 credits or an ES/Doctorate degree.
6. CPEs on 10a through 10e of the 2018-2019 CPE Salary Schedule shall advance one rung on the 2019-2020 CPE Salary Schedule if they have met the following criteria:
  - a. CPE has met the compensation rung performance criteria in school year 2018-2019.
  - b. CPE has obtained the Professional Endorsement.
  - c. CPE holds a master's degree + 24 credits or an ES/Doctorate degree.
7. CPEs transferring from another Idaho school district shall be placed pursuant to Idaho Code 33-1004B Career Ladder as of 7/1/2018, excluding Professional 10A through 10E. They will advance one step on the CSD Salary Schedule if they met the performance criteria in 2018-2019.
8. CPEs new to teaching in Idaho who hold a certificate from a state other than Idaho and who are approved to teach in Idaho shall be placed in a cohort pursuant to Idaho Code 33-1004B Career Ladder as of 7/1/2018. Out-of-state experience may be taken into consideration for placement.
9. CPEs must submit official transcripts to the Human Resource Department on or before September 1, 2019, to validate placement on the 2019-2020 CPE Salary Schedule.
10. CPEs' contractual compensation will be prorated over twelve months and paid in equal increments on or before the twenty-fifth day of each month.

### **2019-2020 Education Allocation**

Eligible CPEs shall receive the Education Allocation as listed on the 2019-2020 CPE Salary Schedule, contingent upon SDE funding of the Education Allocation (Idaho Code 33-1004B). Eligible CPEs include:

1. CPEs who hold a Professional Endorsement (P1 through P10e).
2. CPEs hired during the 2019-2020 school year and placed at RP1, RP2 or RP3 who hold a Pupil Personnel Services Credential.
3. CPEs employed in the Caldwell School District during the 2018-2019 school year placed on the salary schedule at RP1, RP2 or RP3 who had previously received the Education Allocation.

Only credits earned after initial certification, earned at an institution of higher education accredited by a body recognized by the State Board of Education, shall be allowed. Official transcripts of credits earned must be on file.

Official transcripts for coursework verifying a CPE's eligibility for an Education Allocation must be submitted by September 1, 2019, to the Human Resource Department. Verification of completion from the university will be accepted for August graduates until the official transcript is available.

### **2019-2020 Career Technical Education Allocation**

CPEs who hold an Occupational Specialist Certificate in the area for which they are teaching shall receive a Career Technical Education Allocation (CTE) of up to three thousand dollars (\$3,000). The amount paid to the CPE will be determined by the number of qualifying courses taught in the CTE field. The Career Technical Education Allocation will be paid after verification of funding is received by the State Department of Education.

### **Recertification Stipend**

In recognizing a CPE's professionalism in maintaining a current and valid credential, Caldwell School District grants a recertification stipend in the amount of \$1,000. It is the CPE's responsibility to submit the proper paperwork with the SDE and the Human Resource Department. Recipients of this stipend are expected to meet all state guidelines for recertification, including due dates as outlined per statute and policy.

A recertification stipend in the amount of \$1,000.00 shall be provided for each CPE of the district provided the following conditions have been met:

1. During the previous year, the CPE was under contract with the District.
2. CPE holds a certificated position in the District at the time of the October payroll.
3. Valid Idaho Credential must be issued by the Idaho State Department of Education on or before September 1, 2019. The Human Resource Department will verify with the Idaho State Department of Education.

4. Stipend is only paid once every five (5) years at the time of the CPE's required renewal of teaching certification. Interim teaching certificates are not eligible for the recertification reimbursement.
5. CPE will receive the Recertification Stipend in the November paycheck, provided a valid Idaho Credential is on file with the Human Resource Department.



## **Article III - Benefits**

### **Insurance Benefits**

The Caldwell School District shall provide the following monthly contributions for insurance premiums for each full-time CPE:

Employer Contributions:

The Caldwell School District shall provide the following monthly contributions for insurance premiums for each full-time CPE:

Employer Contributions:

A.	Medical Insurance	\$518.60
B.	Dental Insurance	\$ 30.55
C.	Vision Insurance	\$ 7.88
D.	Life Insurance - \$50,000	\$ 7.00
E.	Employee Assistance Program (EAP)	\$ 2.37

## **Article IV - Leaves**

### **Sick Leave**

(Board Policy 424): CPEs will be entitled to Sick Leave with full pay for up to thirteen (13) days each year. When the effective date of employment of the CPE is on or before the beginning of school starting date, he/she will be given full credit for the annual Sick Leave. When the effective date of employment occurs within the teaching year, Sick Leave shall be credited as follows:

September	Twelve (12) days	February	Four (4) days
October	Ten (10) days	March	Three (3) days
November	Eight (8) days	April	Two (2) days
December	Six (6) days	May	One (1) day
January	Five (5) days		

Unused Sick Leave will be accrued from year to year in accordance with Idaho Code 33-1216, 33-1217, and the Public Employees Retirement System of Idaho (PERSI) Idaho Code 59-1301.

Sick Leave may be used in the event of illness by the CPE, the CPE's immediate family, and the CPE's spouse's immediate family.

1. Immediate family includes: father, mother, brother, sister, son, daughter, husband, wife, grandfather, grandmother, grandchild, stepfather, stepmother, stepchild (of the CPE or spouse), or a person(s) who resides in the CPE's household on a full-time basis and whose primary financial support is provided by the family of the CPE.
2. To protect the District against malingering and false claim of illness, a CPE may be required to provide proof of illness at the discretion of the Superintendent/designee. The Superintendent/designee may also require proof of the CPE's ability to return to work following an illness.

### **Sick Leave Bank**

The purpose of the Sick Leave Bank is to alleviate the hardship caused by absence from work necessitated by illness or accident.

1. The Sick Leave Bank Committee shall establish guidelines as it deems necessary to implement this program. The Sick Leave Bank guidelines will be available to all CPEs through the Human Resource Department. Guidelines shall have the approval of the Association, Executive Board and the Board of Trustees.
2. Each CPE of the District covered by this Master Agreement may participate in the Sick Leave Bank. To participate, each CPE shall contribute two (2) Sick Leave days. 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 CPEs upon recommendation of the Sick Leave Bank Committee.

3. The Sick Leave Bank Committee shall consist of two (2) members appointed by the Association, two (2) members appointed by the Superintendent/designee, and the Director of Human Resources. In case of a tie vote of the Committee members, the Director of Human Resources shall cast the deciding vote. The Director of Human Resources shall not be a voting member of the Committee in cases other than those involving a tie vote.
4. The Committee shall establish such guidelines as it deems necessary to implement this program. Guidelines shall have the approval of the Association Executive Board and the Board of Trustees.
5. The Committee shall develop and distribute rules and procedures for the orderly administration of the Sick Leave Bank, not inconsistent with the terms of this Agreement.
6. The Committee shall be responsible for reporting to the 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 CPE's records.
7. 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 CPEs. The Certified Sick Leave Bank Request Form will be available through the Human Resource Department.

### **Temporary Leaves**

CPEs shall be granted the following temporary leave of absence with pay during each work year. Such leave of absence shall not be cumulative from year to year.

### **Personal Leave**

Five (5) days of leave with full pay during each work year can be used for any reason deemed necessary by the CPE. Leave under this section may be taken upon the following conditions being met:

- Substitute teacher is available on reasonable notice.
- Advanced lesson planning for substitute is completed.
- Approval of building administrator.

In addition, Personal Leave requests which would extend a school holiday (including summer vacation, spring break or state in-service) must be approved by the building administrator and Superintendent/designee.

1. Personal Leave requests for the extension of a holiday shall be submitted for approval no less than fifteen (15) days prior to the holiday in question.
2. All such requests require the approval of the Superintendent/designee.
3. Exceptions for extenuating circumstances may be made on an individual basis.
4. Personal Leave requests for the first and last five (5) contract days and all professional development days are discouraged. All such requests require approval of the Superintendent/designee no less than fifteen (15) days prior to the date requested.

In the event a CPE does not use all personal leave days, he/she will be reimbursed in his/her June payroll check in the amount of ninety dollars and 60 cents (\$90.60) for each unused personal leave day.

### **Personal Leave Day Transfer**

CPEs may transfer personal leave day(s) to another CPE who has exhausted his/her personal leave days. Transferred personal leave days shall be deducted from the donating CPE and added to the receiving CPE.

1. Transferred personal leave days shall not be returned to the donating CPE under any circumstances.
2. Transferred personal leave days must be used before the end of the school year.
3. Transferred personal leave days shall not be eligible for reimbursement.
4. Transferred personal leave requests shall meet the same requirements for Personal Leave as outlined in the Master Agreement.
5. Transferred personal leave days may not be applied to prior unpaid absences that have already been deducted from the recipient's paycheck.

CPEs must submit a Personal Leave Day Transfer Form to the Human Resource Department within 30 days of the unpaid leave date(s) to initiate a transfer. All transferred personal leave days must be approved by the Superintendent/designee.

### **Bereavement Leave**

In the event of a death in the CPE's or CPE's spouse's immediate family, up to five (5) days of Bereavement Leave may be taken consecutively for each occurrence.

1. Immediate family includes: father, mother, brother, sister, son, daughter, husband, wife, grandfather, grandmother, grandchild, stepfather, stepmother, stepchild (of the CPE or spouse), or a person(s) who resides in the CPE's household on a full-time basis and whose primary financial support is provided by the family of the CPE.
2. Not considered immediate family: uncle, aunt, niece, nephew, or close friend.

### **Civic Duty Leave/Obligatory Leave**

The CPE shall be granted time necessary for appearances in legal proceedings connected with employment in which they have been subpoenaed as a witness as per Board Policy #408 - Jury Duty.

In addition, each CPE 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 as per Board Policy #450 - Release Time for Certified Employee.

### **Extra Duty Leave for High School and Middle School**

CPEs should make every effort to request a substitute through the District's sub placement program. However, in the event a substitute cannot be secured at a high

school or middle school, CPEs shall be allowed to cover classes for other staff members.

In the event that a CPE working at a high school or middle school is asked by the building administrator to substitute teach during the regularly scheduled school day, the CPE may earn up to one (1) day of Extra Duty Leave when the equivalent of seven periods of substitute teaching is accrued.

The CPE must complete and submit the Extra Duty Reporting Form to the Human Resource Department. It will be the responsibility of the CPE to maintain a record of Extra Duty Leave prior to submitting the information to the Human Resource Department using the Extra Duty Day Form.

1. Extra Duty Leave can only be earned with the following conditions:
  - a) Sub coverage is not available at a high school or middle school.
  - b) Emergency situation arises in a building.
  - c) A substitute teacher is not available.
  - d) Request is authorized by the building administrator.
2. Extra Duty Leave:
  - a) Shall not be reimbursed.
  - b) Shall be verified by the Administrator.
  - c) Shall accrue as earned during the school year.
  - d) Can be used in place of Personal Leave.
  - e) Can be used in place of Sick Leave.

A maximum of two (2) unused Extra Duty days may be rolled forward to the subsequent school year.

### **Professional Development Leave**

The Board recognizes that certain professional meetings, conventions or workshops which contribute to the professional growth of the staff and to the improvement of instruction may be mutually advantageous to the CPE and to the District. Professional Leave will be available for any administratively approved activity which will enhance professional performance.

As determined by the Superintendent/designee, a reasonable number of such absences from regular school duties may be approved without any salary deduction provided a written request and explanation is filed and approved by the building administrator. Notification of approval or disapproval of the leave request will be given in writing to the CPE. In the event the CPE's request is denied, the CPE may seek other leaves as provided herein.

CPEs may not accept leave compensation from the District and payment for professional services. When such a conflict occurs, the CPE may surrender the payment to the District to receive paid Professional Leave or may keep the payment and receive unpaid leave.

### **Student Supervision Leave**

The building administrator may grant permission for the CPE to attend school-related activities without loss of pay. The building administrator may consult the Superintendent/designee. Student Supervision Leave shall include the following:

- Extracurricular Activities
- Co-curricular Activities

### **Family Medical Leave (FMLA)**

The District will comply with the Family Medical Leave Act (FMLA) as it relates to all professional employees (see Board Policy #407, *Family and Medical Leave*, as well as U.S. Department of Labor Family and Medical Leave Act of 1993).

### **Military Leave**

A CPE who receives notice to report for or in connection with his/her military responsibilities, which necessitates his/her absence from regular-scheduled duties, shall notify the Human Resource Department as soon as reasonably possible (see Board Policy #5470, *Leaves of Absence – Military Leave*).

1. If the monthly compensation received for his/her military service is less than his/her regular monthly compensation, then he/she shall receive a pay differential from the District not to exceed thirty (30) days in any work year without review.
2. To be eligible for the pay differential, the professional employee must furnish the District with a written statement from the appropriate military agency listing the amount he/she receives and the dates he/she receives payment for military services.

## **Article V - Working Conditions**

### **Presence at School**

The regular daily hours of work for CPEs on full contractual days shall be seven hours and forty-five minutes (7:45). Alternative schools may operate on an alternative work schedule that is equivalent to 38.75 hours per week, as approved by the Board.

1. Regular Daily Hours on full contractual days includes the following:
  - a. Minimum of thirty (30) minutes of continuous, duty-free lunch.
  - b. Passing time shall not be considered as part of the duty-free lunch period.
  - c. Secondary school CPEs will receive one (1) regular period per day of continuous, duty-free preparation time.
  - d. Elementary school CPEs will receive forty-five (45) minutes of duty-free preparation time at the beginning of each day.
  - e. CPEs are responsible for accurately reporting all time absent from their regular contractual day in all District absence management systems.
2. CPEs may be required to attend some evening and after school activities on occasion (i.e. Back to School Night, Title I events, etc.). Attendance at school related activities shall not exceed fifteen (15) hours annually.
3. CPEs are required to attend the following staff or student-related meetings:
  - a. Staff Meetings shall not be scheduled more than once per week unless there is an emergency.
    - i. Attendance at staff meetings is a professional expectation.
    - ii. Staff meetings shall be scheduled for a maximum time frame of one (1) hour.
    - iii. Staff meetings shall not extend the regular daily hours by more than one and one half (1 ½) hours before or after the full contractual day.
    - iv. Attendance at weekly Impact Team meetings is a professional expectation.
  - b. Individualized Education Program (IEP) Meetings, 504 Team Meetings, Response to Intervention (RTI) Meetings, or any other federally mandated meetings.
  - c. Other parent meetings, as requested by the administrator or parent
  - d. Emergency staff meetings may be called by the building administrator.

### **Non-Directed Time**

For the 2019-2020 school calendar year, six (6) full days shall be allocated as uninterrupted, non-directed time.

### **Directed Time**

As a learning organization, we are committed to assuring our teachers are equipped with the knowledge and skills needed to achieve high levels of student learning.

For the 2019-2020 school calendar year, four (4) full days shall be allocated as uninterrupted, directed time. Absences requested during scheduled directed time must be preapproved by the Superintendent.

### **Class Size Goals**

FTE allocation will be based on enrollment projections and state funding. The figures below are goals and are not mandated class minimums.

**Elementary Classroom Considerations:** The following elementary grade level enrollment goals are as follows:

Kindergarten - 23 students	Third Grade - 26 students
First Grade - 23 students	Fourth Grade - 32 students
Second Grade - 26 students	Fifth Grade - 32 students

When enrollment exceeds the grade level goals, the classroom will qualify for a temporary overcrowding paraprofessional. In the event that the enrollment decreases, the temporary overcrowding paraprofessional will be removed from the classroom.

**Middle School Classroom Considerations:** The following middle school grade level enrollment goals are as follows:

Sixth Grade - 32 students
Seventh Grade - 32 students
Eighth Grade - 32 students

### **Secondary Classroom Considerations:**

1. Safety will be taken into consideration when placing students in classes such as science, physical education, and career technical courses.
2. If enrollment in secondary courses exceeds thirty-five (35) students, the building administrator, site leadership team, and Superintendent/designee will meet to review the situation and propose possible solutions.
3. Specialized programs such as physical education, band, choir, etc., are excluded.

### **Association Use of District Facilities and Equipment**

1. Association use of District/school communication systems
  - a. The Association and its representatives shall have the right to post notices of activities and matters of Association concern.
  - b. The Association may use CPE mailboxes, electronic or other, for communication to CPEs.
  - c. This courtesy will be rescinded in the event of any work stoppage, which is the result of orchestrated activities including, but not limited to, strikes, walkouts, sick-in, mass marches, and demonstrations or otherwise a general disruption to the school environment, as defined by the Superintendent.



- d. The Association will honor any request from an employee to cease use of that individual's mailbox, email, or any other mode of communication on behalf of the Association to that individual.

2. Association use of District facilities

- a. The Association may use District facilities for meetings of Caldwell CPEs without charge.
- b. Association meetings must be conducted before or after the normal workday.
- c. This courtesy will be rescinded in the event of any work stoppage, which is the result of orchestrated activities including, but not limited to, strikes, walkouts, sick-in, mass marches, and demonstrations or otherwise a general disruption to the school environment, as defined by the Superintendent.

3. Association use of District equipment

- a. The Association may use District furniture, public address systems, and other items necessary to conduct meetings without charge.
- b. Association use of District equipment must be before or after the normal workday.
- c. Association use of District equipment must not disrupt or infringe upon the education of children.
- d. This courtesy will be rescinded in the event of any work stoppage, which is the result of orchestrated activities including, but not limited to, strikes, walkouts, sick-in, mass marches, and demonstrations or otherwise a general disruption to the school environment, as defined by the Superintendent.

## **Article VI - Grievance Procedures**

### **Process**

#### **Initial Problem Solving:**

CPEs will make an attempt to resolve the problem by identifying the problem and meeting informally with the CPE's direct supervisor/designee. Both parties should attempt to reach a resolution. The supervisor/designee shall document that meeting.

If problem solving fails to resolve the issue to the satisfaction of the CPE, the CPE may file a formal Grievance.

#### **Filing a Grievance:**

A written Grievance shall meet the following specifications:

1. It shall be specific.
2. It shall contain a synopsis of the facts giving rise to the violation or misinterpretation/misapplication.
3. It shall contain the specific section of the Master Agreement and/or Board Policy which has been allegedly violated.
4. It shall state the solution requested.
5. It shall contain the date of the alleged violation.
6. It shall be signed by the CPE.

#### **Level I:**

1. A Grievance must be initiated within fifteen (15) days following the initial problem solving resolution meeting.
2. The CPE shall present his/her Grievance to his/her administrator in writing.
3. The administrator shall arrange for a meeting to take place within ten (10) days following personal receipt of the Grievance.
  - a. The written Grievance may be presented to and discussed with the administrator.
  - b. Upon the CPE's request, an advocate of the CPE's choice may be invited to attend the meeting with the CPE and the administrator.
4. The administrator shall provide the CPE a written response within ten (10) days after the meeting. The response shall include the rationale upon which the decision was based.

#### **Level II:**

1. Within ten (10) days of receiving the written response, or from the date of the deadline for the response if no written response has been rendered, if the CPE is not satisfied with the disposition of his/her Grievance at Level I, the CPE may appeal the grievance to the Superintendent/designee.
2. Within five (5) days of receipt of the appeal, the Superintendent/designee shall arrange for a meeting with the grievant.

3. Each party has the right to be accompanied by an advocate of their choice.
4. The CPE has the right to bring statements and/or witnesses as he/she deems necessary to develop facts pertinent to the Grievance.
5. Upon conclusion of the meeting, the Superintendent/designee will have five (5) days to provide a written decision and rationale to the CPE.

**Level III:**

1. Within ten (10) days of receiving the written decision, or from the date of the deadline for the decision if the Superintendent/designee has not provided a written decision, if the CPE is not satisfied with the disposition of his/her grievance at Level II, the CPE may refer the grievance to the Board Chairperson or his/her designee
2. Within ten (10) working days the Board Chairperson shall convene a panel consisting of three (3) persons: one (1) designated by the School Board, one (1) designated by the grievant, and one (1) agreed upon by the two (2) appointed members, for the purpose of reviewing the grievance and holding a formal hearing.
  - a. If the two appointed panel members cannot agree upon a third panel member, or a third panel member is not available within (10) ten working days, the grievant and the Board chairperson, or designee, shall appoint a mutually agreeable third panel member. Once a panel has been identified, the formal hearing shall be held within ten (10) working days.
  - b. If a hearing panel cannot be convened within twenty (20) days, an extension may be granted under extenuating circumstances if mutually agreed by both parties in writing.
  - c. Both parties will continue to work toward identifying a third panel member by mutual written agreement until a panel can be convened, until resolution is reached or until Grievant opts to advance to Level IV.
3. The parties shall have the right to include in the representations such witnesses and written documentation as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the panel will have ten (10) days to provide a written decision, together with the reason for the decision, to the grievant, the Board Chairperson and the Superintendent or his/her designee. The basic principles of due process shall govern the hearing. The employee is responsible for providing the written decision to the President of the Association if the employee desires.

**Level IV:**

If the grievant is not satisfied with the disposition of the decision at Level III, the party may appeal the decision of the panel through the courts in accordance with state law.

**Clarification:**

1. A Grievance may be withdrawn at any level without prejudice or record.
2. If the Association believes the Grievance affects a group of CPEs, the Grievance may be processed at the appropriate level.

## Article VII - Effective Dates and Duration

- A. Agreement: This Agreement by and between the Association and the Board is signed and ratified this \_\_\_\_\_ day of \_\_\_\_\_, 2019.
- B. Effective Dates: This Agreement shall be binding on the Parties hereto, upon ratification of the CEA membership and the Caldwell School District Board of Trustees effective July 1, 2019, and shall remain in full force and effect until June 30, 2020.
- C. Savings: If any provision of this Agreement, or any application thereof to any CPE covered hereby shall be found contrary to law, such provision of application shall have effect only to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force through the effective dates of the agreement.

\_\_\_\_\_  
Chairperson  
Board of Trustees

\_\_\_\_\_  
President  
Caldwell Education Association

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
CEA Negotiation Team Member

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
CEA Negotiation Team Member

\_\_\_\_\_  
Chief Academic Officer

\_\_\_\_\_  
CEA Negotiation Team Member

\_\_\_\_\_  
Director of Special Services

\_\_\_\_\_  
CEA Negotiation Team Member