

# **Draft Agreement**

***Rockland  
School District  
No. 382***      ***&***      ***Rockland  
Education  
Association***

## ***Collective Bargaining Agreement (Master Agreement) and Procedural Agreement***

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***Negotiations for School Year  
2019-2020***



**TABLE OF CONTENTS**

**MASTER CONTRACT**

DEFINITIONS..... 4

ARTICLE I: AGREEMENTS .....5-7

ARTICLE II: LEAVE..... 7

1. PERSONAL ..... 8

2. BEREAVEMENT ..... 8

3. ASSOCIATION ..... 9

4. SICK..... 9

ARTICLE III: FRINGE BENEFITS ..... 9

1. PROVISIONAL BENEFITS ..... 9

2. OPTIONAL BENEFITS .....10

3. AVAILABLE INSURANCE OPTIONS.....10

ARTICLE IV: SALARY SCHEDULE .....10

1. SALARY SCHEDULE ..... 10-11

2. WORK YEAR .....12

3. MILEAGE.....12

4. TAX SHELTERED ANNUITIES AND PAYROLL DEDUCTIONS.....13

ARTICLE VI: DUAL COMPENSATION .....14

ARTICLE VII: LEADERSHIP PAY.....14

ARTICLE VIII: ACCEPTANCE & DURATION .....14

1. SAVINGS CLAUSE .....14

2. ENTIRETY OF AGREEMENT.....15

3. CHANGES IN AGREEMENT .....15

4. INDIVIDUAL CONTRACT COMPLIANCE .....15

5. DURATION .....15

EXHIBIT A: HEALTH INSURANCE & VISION OPTIONS .....17

EXHIBIT B: DENTAL OPTIONS .....21

# PROCEDURAL AGREEMENT

This Collective Bargaining Agreement (Master Contract) is made and entered into pursuant to Idaho laws (Sections 33-1271 - 1276) between the Board of Trustees of Rockland School District No. 382 and the Rockland Education Association, an organization which the Board recognizes as representing the Professional Employees for the purpose of negotiations for the 2019-2020 school year.

Negotiations between the Board and the REA will be related to:

1. Compensation of Professional Employees
2. Compensation shall be defined to mean salary and benefits of the Professional Employee.
3. Benefits shall include Professional Employee insurance, leave time and Sick Leave benefits.

**Board of Trustees  
Rockland School District #382  
Rockland, Idaho**

\_\_\_\_\_  
Clerk, Board of Trustees

\_\_\_\_\_  
Chairman, Board of Trustees

And

**Rockland Education Association  
(Representative Organization)  
Rockland, Idaho**

\_\_\_\_\_  
Emily Ward, REA Negotiator

## DEFINITIONS

1. The terms "School District" and "Rockland Public Schools" as used in this Agreement shall mean the Rockland School District No. 382 in the City of Rockland, County of Power and State of Idaho.
2. The term "Board" as used in this Agreement shall mean the Board of Trustees of the Rockland School District No. 382 in the City of Rockland, County of Power and State of Idaho.
3. The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of the Rockland School District No. 382 in the City of Rockland, County of Power and State of Idaho.
4. The term "Representative Organization" or "Association" as used in this Agreement shall mean the professional organization representing a majority of the Professional Employees of School District No. 382 except as defined herein.
5. The term "Professional Employee" as used in this Agreement means any certified employee of Rockland School District No. 382 except as defined herein.
6. The term "Negotiations" as used in this Agreement means collective bargaining in good faith by representatives of the Board of Trustees of Rockland School District No. 382 of its designated representative(s) and the Representative Organization or professional employees, for the purpose of reaching an agreement, upon matters and conditions subject to negotiations as specified in the Agreement between said parties.
7. The term "School Year" as used in this Agreement shall mean the period of time from the first day of pre-school orientation activities, through the closing of the schools of the District in the spring as established by the official school calendar.
8. A "Day" shall mean any day Monday through Friday exclusive of Board declared holidays as identified by the official school calendar.
9. The term "Instruction" shall mean any period of time during which students are under the control and/or supervision of Professional Employees.

## 1. **AGREEMENTS**

### 1.1 **Association Representative Status**

The Board acknowledges that for the purpose of negotiations of this Collective Bargaining Agreement (Master Agreement) (hereinafter "Agreement") for the 2019-2020 school year, the Rockland Education Association (hereinafter "Association") is the current representative organization designated to represent the Professional Employees covered by such Agreement.

The Association has demonstrated, as required by applicable provisions of the Idaho Code, that it was duly chosen and selected by a fifty percent plus one (50% + 1) of the Professional Employees, prior to the commencement of negotiations, as the representative organization for the purpose of negotiations for the 2019-2020 school year.

It is agreed that the term Professional Employee shall not include the certificated personnel as listed below:

- a. Speech Therapists
- b. Nurses (Registered Nurse or Licensed Practical Nurse)
- c. Psychologists
- d. Assistant Principals
- e. Coordinators
- f. Supervisor
- g. Directors
- h. Administrative Assistants
- i. Assistant or Deputy Superintendents
- j. Superintendents

For the purposes of this Agreement and in conformance with Section 33-1004H(1), Idaho Code, any Professional Employee employed as a retired teacher is separate and apart from the Collective Bargaining Agreement and such Agreement shall have no application to such employee.

### 1.2 **Negotiations Procedures**

1.2.1 Good Faith. Negotiations will be held in good faith, pursuant to the current provisions of the Idaho Code.

1.2.2 A request for negotiations may be initiated by the District Board or a Representative Organization of Professional Employees seeking to be designated the local education organization.

- 1.2.3 The Board shall provide to the Representative Organization information relating to the school's preliminary budget, including revenue and expenses.
- 1.2.4 During negotiations, the Board and Representative Organization teams will present relevant data, exchange points of view and made proposals and counter-proposals, where applicable.
  - 1.2.4.1 The respective teams shall endeavor to reflect the positions of the Board and Representative Organization, not to address individual or personal issues to team members.
  - 1.2.4.2 Upon the request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations. The Representative Organization understands that the Board will provide all data and records consistent with constraints of the Public Writings Act.
- 1.2.5 At the first negotiations meeting, the Representative Organization shall transmit to the Board the specific written proposal or proposals that they wish to have the Board consider, and the Board shall transmit to the Representative Organization the specific written proposal or proposals that they wish to have the Representative Organization consider. After either party has transmitted its initial proposals, no new proposals may be introduced unless by mutual consent. Simply because a party has made a proposal on a subject matter does not mean that an agreement must be reached between the parties on each such item.
- 1.2.6 The Board recognizes that in pursuant of the profession of teaching, Professional Employees have a right to join or refrain from joining any representative organization as a matter of individual choice.
- 1.2.7 In the event the parties in negotiations are not able to come to an agreement upon compensation for Professional Employees by May 10, if agreed to by both parties, a 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 of Trustees and the Representative Organization to resolve the conflict. The procedure for appointment of and compensation for the mediator shall be determined by both parties.

### 1.3 **Preemptive Clause**

1.3.1 Nothing contained in this Agreement is intended to nor shall it conflict with or abrogate the powers or duties and responsibilities vested in the Idaho Legislature, State Board of Education or the Rockland School District Board of Trustees by the laws of the state of Idaho.

The Rockland School District is entitled, without negotiation or reference to any Collective Bargaining Agreement (Master Contract), to notify the Rockland Education Association and to take immediate action that may be necessary to carry out its responsibility due to situations of emergency or force majeure. Nothing contained within this passage shall diminish the right of the Board of Trustees of the District to promulgate rules and regulations for the governance of the District as provided by Idaho Code.

1.3.2 The Board is empowered to change policy from time to time as need exists. Such changes, when approved by official Board action, become Board policies and are binding on all parties. When a change in Board policy results in a conflict with this Agreement, the agreement controls and shall be followed for the duration of the contract year.

1.3.3 It is recognized that matters falling under the prerogative of management as a function of administration are not negotiable. Among the prerogatives are the rights to:

- a. Recruit
- b. Terminate
- c. Assign
- d. Hire
- e. Evaluate
- f. Promote
- g. Demote
- h. Transfer
- i. Control and manage school properties and facilities
- j. Control and manage courses of instruction
- k. Control and manage course materials for instruction

These kinds of responsibilities are among those reserved exclusively to the Board of Trustees and are expressly or inherently vested in the Board by Constitution and laws of the State of Idaho.



## **2. LEAVES**

### **2.1 Personal Leave**

2.1.1. Personal Leave, with pay, shall be granted at the rate of four (4) days per year for each Professional Employee, for any valid reason deemed necessary by the Professional Employee.

- a. Personal Leave shall not accumulate from year to year.
- b. Personal Leave shall not be deducted from Sick Leave.
- c. A Professional Employee can obtain three (3) additional personal leave days by paying the District the cost of the substitute for each of those days.
- d. Professional Employees shall be paid for each unused personal leave day at the rate of a substitute teacher. That amount, if any, will be included in the employees June pay check.

2.1.2 The following restrictions shall apply:

- a. Two (2) Days written notice of intent to use Personal Leave will be given to the building Principal prior to taking Personal Leave.
- b. Emergency Personal Leave, as determined by the Principal and the Professional Employee, may be granted without the above restrictions.
- c. Anytime the absences of Professional Employees associated with Personal Leave goes beyond twenty percent (20%) of each building's Professional Employees, the Principal shall have the right to deny Personal Leave requests.
- d. For each absence over and above granted Personal Leave (including the 3 additional days at the cost of the substitute) one contract Day of salary shall be deducted.

## **2.2 Bereavement Leave**

2.2.1 Each Professional Employee shall be granted Bereavement Leave with full pay at the time of death of any relative residing in the Professional Employee's household and/or the following family members:

<u>Up to five (5) Days</u>	<u>Up to three (3) Days</u>	<u>Up to one (1) Day</u>
Spouse	Son-in-law	Other close relative
Mother	Daughter-in-law	Close friend
Father	Sister-in-law	
Step Parent	Brother-in-law	
Daughter	Grandparent	
Son		
Siblings		
Father-in-law		
Mother-in-law		
Grandchild		

2.2.2 If the deaths of family members or others occur at different times in the same year, an additional five (5) Days, three (3) Days, or (1) Day shall be granted for each qualifying bereavement event.

2.2.3 The Association has negotiated this Bereavement Leave benefit in good faith and will encourage its members not to take unfair advantage of it.

## **2.3 Association Leave**

2.3.1 The District will allow up to five (5) Days for the REA to use for Association business.

2.3.2 In the event that REA members are elected or appointed to IEA committees, the District will allow up to four (4) additional Days.

## **2.4 Sick Leave**

2.4.1 Professional Employees shall be entitled to twelve (12) Sick Leave days with full pay per contract year.

2.4.2 Sick Leave is to be used for absences caused by appointments for medical, dental, or vision care, illness, or physical disability, including childbearing of the Employee or the Employee's spouse, as well as appointments for medical, dental, or vision care, illness, or physical disability of a resident of the Employee's immediate household, such as a dependent, minor children, or parents.

2.4.2.1 If family illness outside the immediate family should arise, sick leave may be used with the approval of the Building Administrator.

- 2.4.2.2 For a natural birth, six calendar weeks is the maximum time that sick leave can be used; for a Caesarean delivery, eight calendar weeks is the maximum time that sick leave can be used.
- 2.4.2.3 Leave beyond this period requires the Employee provide a doctor's note stating the Employee is not fit for duty. The employee may file for unpaid leave under the Family Medical Leave Act (FMLA).
- 2.4.3 Written notice shall be given to the Building Administrator when it is known in advance that the Employee will be unable to perform their duties satisfactorily due to an event defined as sick leave. The notice shall indicate the approximate dates of expected absence.
- 2.4.4 If absence from work exceeds a period of five (5) consecutive working days, the Employee shall, upon request, furnish to Administration a doctor's certification that medical complications are such that the Employee is unable to perform their duties satisfactorily, and said certification shall also set forth the anticipated time when the Employee can return to work.
- 2.4.5 Upon receipt of a doctor's certification as outlined above, Administration shall grant the Employee the amount of sick leave days prescribed by the medical certification, or until accumulated sick leave days are exhausted by the Employee.
- 2.4.6 Upon request, return to work verification shall be submitted to Administration prior to returning for duty following any medical procedure that may require any work accommodations upon the Employee's return.
- 2.4.7 Pursuant to section 33-1216, Idaho Code, no compensation shall be given for unused Sick Leave.
- 2.4.8 There is no limit to the accumulation of Sick Leave Days to be used by Professional Employees in the case of absence. Also allow for accumulation of any number of Days (i.e. no limit) that may be applied towards retirement/insurance benefits.

### **3.0 FRINGE BENEFITS**

#### **3.1 Benefit Provision**

The Board shall provide the following fringe benefits for all eligible Professional Employees at no cost to the member:

- a. Member Health,
- b. Member Life (\$20,000), and Dependent Life (\$2,500),
- c. Member Dental, and,
- d. Member Vision.

3.1.1 Professional Employees who work thirty (30) hours per week or more (or half-time or more, or the equivalent) will receive full benefits. Those who are employed for less time will not be entitled to any benefits.

3.1.2 Should the Professional Employee choose optional or additional benefits or available insurance coverage all such items shall be the financial responsibility of the employee and the Professional Employee shall authorize a voluntary salary reduction to pay the excess insurance cost.

#### **3.2 Optional Benefits**

The optional programs available may include the following:

- a. Member plus one health
- b. Family health
- c. Member plus one dental
- e. Family dental
- f. Salary protection (disability)
- g. Family and dependent life
- h. Cancer insurance
- i. Intensive care insurance

#### **3.3 Available Insurance options**

That attached hereto and incorporated herein as Exhibits A and B are the agreed upon insurance programs that the professional employee can choose under the terms of this Agreement. Should the professional employee choose the less expensive plan, the district shall deposit the difference between those

two plans into the professional employees HSA account when the plan goes into effect.

**4.0 SALARY SCHEDULE FOR PROFESSIONAL EMPLOYEES**

**2019-2020 CERTIFIED PROFESSIONAL EMPLOYEES  
SALARY SCHEDULE**

Cell	Salary
RP1	\$38,500
RP2	\$39,000
RP3	\$39,500
P1	\$42,500
P2	\$44,375
P3	\$46,250
P4	\$48,125
P4(a)	\$59,043
P5	\$50,000
P5(a)	\$63,256
P5(b)	\$63,060
P5(c)	\$50,600
P5(d)	\$61,117

**Educational Salary Adjustment:**

a. Professional Employees holding a professional endorsement and a baccalaureate degree and twenty-four or more credits shall receive an additional \$2,000 per year.

b. Professional Employees holding a professional endorsement and a master's degree shall receive an additional \$3,500.00 per year.

**FTE application:**

Each professional employee's base contract amount will be determined by their placement in the above salary matrix as determined by the criteria for their placement in the career ladder which will then be multiplied by their contract FTE.

**Restricted Additional Cells: (P5 (a),(b)(c)(d), P4(a))**

It is acknowledged by the parties that there are four professional employees who

have been employed by the District since prior to 2004 and who have received either family health care coverage or cash in lieu of being provided insurance by the District. In an effort to insure that the Districts health care insurance is in full compliance of all ACA and IRS rules and regulations it is agreed that the professional employees who have received such benefits in the past will be placed in a one of three restricted additional cells on the salary schedule, namely P4(a), P5(d), and P5(a) that currently corresponds with their placement on the Idaho Career ladder. In addition, one of the identified four professional employees has in the past received salary increases above the normal listed P5 cell amount. That teacher shall be placed in P5(b) which includes additional payments for insurance and previous salary increases. In addition, to the four referenced employees, there is at least one additional employee who has been compensated above the previous P5 rate. Those employees, if any, will be placed in P5(c). The value of each such cell shall be the base amount on the corresponding cell on the schedule to which will be added a fixed amount for the 2019-20 contract year as follows:

P4(a)	\$10,918
P5(a)	\$13,256
P5(b)	\$14,060
P5(c)	\$ 600
P5(d)	\$11,117

Only the five current employees to whom these cells relate shall be allowed to be placed in such cells. Once the cell is empty it shall have no further force or effect.

## **4.2 Work Year**

4.2.1. This Schedule is based upon a 151 paid Day contract/work year comprised as follows:

- a. 142 Instructional/Student Contact Days. This is based upon a four (4) day work week.
- b. 5 Paid Holidays, as set out on the adopted District calendar
- c. 4 in-service non-student contact days.

4.2.2 The Board must annually approve a School Calendar for submission to the Idaho State Department of Education. The Board has established a Committee to prepare the initial calendar draft to present to the Board for consideration. Such Committee shall include, but not be limited to Professional Employee participation as follows:

- a. One (1) High School Professional Employee
- b. One (1) Elementary Professional Employee
- c. One (1) Board Member AND One (1) Community Member  
OR Two (2) Board Members

d. One (1) School District Administrative Employee

The Committee is responsible for scheduling its own meetings in compliance with the Open Meeting Laws. Upon completion of the Committee work, the proposed calendar shall be reviewed to assure compliance with any applicable state and/or federal regulations.

The proposed School Calendar shall be presented to the Board no later than the March Board meeting each year for the next school year. Should the Committee not present a proposed calendar, the Board may approve a calendar of its choosing.

**4.3 Mileage**

4.3.1 The Board agrees to reimburse Professional Employees for use of private vehicles for approved school business.

4.3.2 Request for use of a private or personal vehicle shall be submitted to the building Principal, in writing, no less than five (5) Days prior to the anticipated activity. Such written submission shall state the reason for the requested use and the dates of requested use. Solely at the Principal's discretion, this timeline may be waived in emergency situations.

4.5.2.1 Failure to obtain pre-approval as detailed herein will result in the Professional Employee being denied reimbursement for mileage.

4.3.3 Reimbursement shall be at the District's current approved mileage rate for the use of private vehicles.

**4.4 Tax Sheltered Annuities and Payroll Deductions**

4.4.1 Employees may select various payroll withholding associated with programs available to Professional Employees, the employee solely responsible for the completion and timeliness of all appropriate and required paperwork and authorizations.

4.4.2 The Board agrees to allow payroll deductions from the salaries of Professional Employees for Association dues, solely at the direction of the Professional Employee.

4.4.3 The Board takes no responsibility to address or deduct from any Professional Employee's salary any sum in dispute between the Professional Employee and the Association. The issue of any disputed sums owing or outstanding dues owing is solely between the Association and the individual Professional Employee.

## **5.0 DUAL COMPENSATION**

The Board and the Association agree that Professional Employees covered under this Agreement shall receive no additional compensation for duties involving school time or school related activities involving school time not currently covered by their contract. This does not pertain to duties related to transportation or extracurricular activities.

## **6.0 LEADERSHIP PAY**

Pursuant to section 33-1004J, Idaho Code the subject of the decision as to whom and how many Professional Employees receive Leadership Premiums, and in what amount, shall not be subject to collective bargaining, any other provision of the law notwithstanding.

The determination of which Professional Employees receive leadership Premiums and in what amount are determined by leadership priorities set by a Committee consisting of teachers, administrators and other school District stakeholders (parents or patrons), some of whom are not party to this Agreement and cannot be subject to nor bound by this Agreement.

## **7.0 PROFESSIONAL DEVELOPMENT**

All professional development shall require prior approval of the superintendent.

Each Professional Employee shall receive \$500 in professional development funds to be used at the discretion of the employee. These shall be called Individual Professional Development Funds. Every Professional Employee receiving Individual Professional Development Funds shall participate in at least one independently organized professional development. Independently organized means it is facilitated by the Professional Employee and not facilitated by the school or district.

## **8.0 ACCEPTANCE AND DURATION**

8.1 Savings Clause



- 8.1.1 If a specific term of this Agreement shall be ruled invalid by a court of law, legislative act or government agency, such term shall be null and void and of no legal effect.
- 8.1.2 If such event occurs, the Board and the Association shall enter into negotiations within fifteen (15) Days in an attempt to agree upon a successor clause for the invalid article, if appropriate.
- 8.1.3 The remaining portions of the Agreement shall remain valid and enforceable.

**8.2 Entirety of Agreement**

- 8.2.1 There are no other Agreements or understandings not contained in this Agreement. All communications, understandings, agreements – express or implied – not embodied herein shall be and are null and void and of no legal or enforceable effect.

**8.3 Changes in Agreement**

- 8.3.1 During its term, this Agreement may be altered, changed, added to, deleted from, amended or otherwise modified only through the voluntary mutual consent of the Board and the Representative Organization, in writing, ratified and signed by both parties to this Agreement.

**8.4 Individual Contract Compliance**

- 8.4.1 Consistent with the provisions of the state’s Standard Teacher Contracts, any employment contract between the Board and an individual Professional Employee covered by this Agreement shall be subject to and consistent with the terms of this Agreement.

**8.5 Duration**

- 8.5.1 The provisions of this Agreement will remain in force and effect from July 1, 2019 through June 30, 2020, unless otherwise specifically identified herein, pursuant to Idaho Code 33-1275.

This Agreement is made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 2019 by and between the Board of Trustees of the Rockland School District and the Rockland Education Association.

This Agreement shall be binding upon the parties and the parties warrant and represent that ratification has occurred by the respective entities.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as follows:

Date Ratified \_\_\_\_\_ By \_\_\_\_\_  
Chairman of the Board

Date Ratified \_\_\_\_\_ By \_\_\_\_\_  
President of the Association