

MASTER AGREEMENT

between

THE BOARD OF TRUSTEES

of

SCHOOL DISTRICT NO. 60

and

THE SHELLEY EDUCATION ASSOCIATION

2019-2020

## **NEGOTIATION AGREEMENT**

### Article I – Purpose, Recognition and Scope

This agreement is made and entered into by the board of Trustees of School District No. 60, Shelley, Idaho, hereinafter referred to as the Board and The Shelley Education Association, hereinafter referred to as the Association.

The Board recognizes the Association as the exclusive representative of all certificated employees of School District No. 60 except the Superintendent, Principals, and Directors.

Representatives of the Board and Association shall meet and negotiate in good faith Salaries, Medical Insurance, Life Insurance, Sick Leave, Sick Leave Bank, Bereavement Leave, Personal Leave, Grievance Procedures, Teacher Rights, Teaching Conditions, Association Rights, Leaves of Absence and other items of mutual concern, as the parties from time to time may agree to negotiate.

### Article II – Procedures

Negotiations may be initiated by either party no later than April 1 of each year by means of a written request. Such requests will specify the subject matter to be considered and will include the specific written proposal or proposals to be negotiated.

All proposals except salary shall be received by both parties in writing at least one (1) week, but not to exceed two (2) weeks before the April 1<sup>st</sup> deadline.

Both parties shall present in writing counter-proposals at the second meeting.

Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party.

Negotiating sessions shall be conducted in open sessions unless both parties agree to the contrary. Sessions shall not last longer than two (2) hours without mutual consent of both parties.

Negotiating teams will be limited in number. The Association team shall consist of one SEA representative for each school. The Board's team shall be limited to five (5) members. Each team has the right to utilize the services of up to three (3) consultants during negotiations.

Each tentative agreement shall be reduced to writing and signed by the chief negotiators of each party. When tentative agreement has been reached on all items, the agreements shall be reduced to writing and submitted for ratification by the Association and then the Board. When ratified by both parties it shall be signed by their respective officials and binding under the terms and conditions of the Master Agreement.

Upon reasonable request, the Board agrees to furnish the Association such information as is requested by the Association for the purpose of developing intelligent, feasible and constructive proposals. Such information may include, but not be limited to, accurate financial reports, budgets, pupil population and information on the number and level of professional employees on any salary schedule. Upon ratification by both parties, all individual contracts between the Board and the professional staff shall be amended to include all provisions of the negotiated agreements. Thereupon the Board shall take all action necessary in order to give full force and effect to the agreement.

In the event the parties in negotiations are not able to come to an agreement

upon items submitted for negotiations pursuant to this agreement, mediation will be requested pursuant to Idaho Code. Mediation will comply with Idaho Code.

For the Association:

Barbi Biorn

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President

For the Board:

Cole Clinger

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Chair

# MASTER AGREEMENT

## ARTICLE I

### GRIEVANCE PROCEDURE

#### 1-1 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise from time to time. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. The aggrieved is entitled to have a representative of his/her choice present. All parties shall cooperate and act in good faith to resolve the grievance.

#### 1-2 Definition

1-2-1 A "Grievance" is a claim based upon an employee's belief that there has been a violation, a misinterpretation or misapplication of any provision of this Agreement. Board Policy shall not be subject to this procedure.

1-2-2 The term "Days" when used in the procedure shall, except where otherwise defined, mean working school days. The time limits specified may be extended by mutual agreement.

#### 1-3 Procedure

##### 1-3-1 LEVEL ONE

The grievant shall first discuss the grievance with the immediate supervisor with the objective of resolving the matter. If this is not successful, the grievant must file within thirty (30) days after the event leading to the grievant's claim or within thirty (30) days after the grievant could reasonably be expected to have known about the incident, a written "Statement of Grievance" shall name the party involved, state the facts giving rise to the grievance, identify the relief requested, and be signed by the grievant. The supervisor shall have ten (10) days in which to give a written decision with reasons to the grievant.

### 1-3-2 LEVEL TWO

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent. Within (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his designee shall meet with the grievant in an effort to resolve it. The Superintendent shall provide the grievant with a written copy of the decision rendered within ten (10) days of the conference.

### 1-3-3 LEVEL THREE

If the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may request a hearing before the Board. The Board shall review the grievance at the next regular Board meeting after the request is received, providing that 48 hours notice was given by the grievant. The Board will have twenty (20) days to render a decision.

### 1-3-4 LEVEL FOUR

If the grievant is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within twenty (20) days, the grievant may request arbitration. The Board and/or its designee and the Grievant and/or their designee shall within ten (10) days make all efforts to agree upon a mutually acceptable arbitrator and shall obtain a commitment from the arbitrator to serve. State arbitration services will be the first used.

If there is still no resolution, the parties shall request in writing that the Federal Mediation and Conciliation Service suggest five (5) persons as potential arbitrators. Within five (5) days after receipt of the list, the parties shall meet and select an arbitrator by alternately striking names from the list, with the name remaining being the arbitrator. A flip of the coin shall determine which party strikes the first name. The cost of arbitration shall be shared equally by the Board and the Association.

Arbitration will be conducted according to the rules of the American Arbitration Association.

The arbitrator shall confer with the Board and/or its designee and shall hold hearings promptly and shall issue its decision not later than ten (10) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statement and proofs are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the

issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or hereunder shall have power only to interpret or apply the provisions of this agreement, and shall have no power to alter the specific provisions hereof or to make new or additional provisions of this or any succeeding agreement. The decision of the arbitrator will be final and binding to both parties.

## ARTICLE II

### TEACHER RIGHTS

- 2-1 No teacher shall be required to appear before the Board concerning any matter which could adversely affect the continuation in his/her office, position, employment, or salary or any increment pertaining thereto, unless he/she has been given prior notice of the reason for such a meeting or interview.
- 2-2 No employee shall be reduced in rank, non-renewed, dismissed, or terminated without just cause, following Idaho Code.
- 2-3 Reduction in force shall be in accordance with the District Reduction in Force Policy 403.40. (See Addendum). Seniority of a certificated professional employee will be a part of the criteria for retention. The Board's Reduction in Force Policy will not be altered without the Board notifying the Association of proposed changes and providing the Association an opportunity to address the proposed changes and make recommendations to the Board. If the Board determines changes are necessary in the Reduction in Force Policy the Board will establish a committee of teachers and administrators to study the policy and make recommendations to the Board.
- 2-4 Transfers will be in accordance with District Transfer Policy 402.34. (See Addendum). Certificated Professional Employees (CPE) will be allowed the opportunity to volunteer for transfers. Seniority of a CPE shall be a part of the criteria for transfer. The Board's Transfer Policy will not be altered without the Board notifying the Association of proposed changes and providing the Association an opportunity to address the proposed changes and make recommendations to the Board. If the Board determines changes are necessary in the Transfer Policy the Board will establish a committee of teachers and administrators to study the policy and make recommendations to the Board.
- 2-5 Teachers shall be protected to the best of the District's ability against intimidation, harassment, or interference by any group or individual on the school premises according to board policy and Idaho Code 33-1222 and 18-916.
- 2-6 All teachers will be fully informed by the principal in writing as to how evaluation is to be conducted. Evaluation will be in accordance with Board Policy. Teachers will be given a copy of any evaluation report and will discuss such report with the person preparing it before it is submitted to the permanent central office teacher's file. After such review, the teacher



shall affix his/her signature to indicate that he/she is aware of the contents of the report.

- 2-7 All materials or copies thereof placed in the permanent central office teacher's file and originating within the District shall be available to the teacher at his/her request for inspection, under supervision of the District administrative officer or his designee.
- 2-8 Material originating within the district which is derogatory to a teacher's conduct, service, character or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.
- 2-9 The teacher shall have the right to answer any materials filed, and his/her answer shall be reviewed by the district administration officer or his designee and attached to the file copy.

## ARTICLE III

### ASSOCIATION PRIVILEGES

- 3-1 The president of the Association shall have the right to call meetings of the teachers in the school or schools of the District as he/she deems necessary, but shall arrange for such meetings in advance with the Principal of the School. Such meetings shall not interfere with the normal school operations.
- 3-2 The president and authorized Association representative(s) shall have an aggregate of fifteen (15) days of leave with pay each year for conducting Association business in addition to leave allowed according to Idaho Code. This leave is to allow the Association release time to deal with matters outside of the District. Leave will be granted upon notification to the District office. The Association shall pay for the cost of substitutes for the last four (4) days of this leave.
- 3-3 The Association will have the right to use school facilities, buildings and current technology without cost as approved by the appropriate administrative office, provided that such meetings and activities do not interfere with the normal operation of the school. Any copying, etc., will be charged at the current rate.
- 3-4 The Association will have the right to place notices, circulars, and other material on designated school bulletin boards and/or in teachers' or administrators' mailboxes relating to Association business and not derogatory to the School District and/or its personnel.
- 3-5 The Board agrees to deduct from employees' salaries an amount to cover dues for the Association, the Idaho Education Association, and the National Education Association as the employees individually and voluntarily authorize the Board to deduct, and to transmit the amount so authorized to the Association.

## ARTICLE IV

### NON-TEACHING DUTIES

- 4-1 Teachers shall not be required to transport pupils at personal expense to activities which take place away from the school building.
- 4-2 Teacher responsibility during school activities, to which they are assigned, shall end only after the conclusion of the activity and not at the end of regular school hours.

## ARTICLE V

### DUTY-FREE LUNCH

- 5-1 Teachers shall receive a daily duty-free uninterrupted lunch period at least equal to the length of the student lunch period. In no case shall the lunch period be less than twenty-five (25) minutes.

## ARTICLE VI

### PREP TIME

- 6-1 Grade K-5 teachers will have a minimum of 30 minutes before the student day and 30 minutes after the student day within their contract work hours for duty-free prep time. Grades 1-5 regular classroom teachers will have a minimum of 2 hours 25 minutes per week of planning time with no student responsibilities.

## ARTICLE VII

### LEAVE

#### 7-1 LEAVE

Leave shall be granted to each employee at the rate of fifteen (15) days per school year, five (5) designated as personal leave days and ten (10) designated as sick leave days. Those employees hired after the first day of school shall have the amount of leave days pro-rated. Personal days unused at the end of the year shall be dealt with as follows: 1) Up to two (2) personal days shall carry forward to the next year; 2) After Step 1, up to two (2) personal days shall be paid out using the substitute pay scale for whole/half days. Any personal days left after these two steps shall be lost. No employee may have more than seven (7) personal leave days available in any one year. Any sick leave days left unused shall roll over to the following year and be available for use. Sick leave days can accumulate to an unlimited amount.

No more than four (4) consecutive leave days may be used in any semester, thus assuring continuity of instruction, unless leave is for an extended illness of the employee or an immediate family member. If circumstances arise that a group of teachers plan to take leave which could cause school closures the Shelley Education Association will be available to meet in advance with the superintendent to work out a solution that best meets the needs of students.

#### 7-2 SICK LEAVE BANK

The Sick Leave Bank has been established to alleviate the hardship caused by absence from work when that absence is necessitated by a prolonged or recurring illness extending beyond the certificated employee's accumulated sick leave. The Sick Leave Bank is made up of sick leave days that have been contributed by certificated employees in the district. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. To participate, a certificated employee must have one day of accrued leave available to donate to the bank. Certificated employees can join the Sick Leave Bank during the Benefits Open Enrollment period. Certificated employees may not apply for use of the Sick Leave Bank if they have not contributed.

7-2-1 Open enrollment shall be from the first day of school in the fall (generally in August) to the last day of the month in which school begins (generally August). A second open enrollment period, for certificated employees who join the District after school begins in the

fall, will extend from January 1 through January 15 of the current school year.

- 7-2-2 Application for use of the Sick Leave Bank shall be submitted to the Sick Leave Bank Committee for their consideration by writing a letter to the committee. The committee shall review the request and determine the eligibility of the certificated employee. If the committee deems necessary, it shall require proof of illness at the time of application and from time to time after it has been made. The employee may ask for a specific number of days of sick leave however, the Sick Leave Bank Committee shall determine the final number to grant to each applicant with the maximum at 15 days.
- 7-2-3 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 Association's Executive Board and Shelley School Board of Trustees. After a 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.
- 7-2-4 In order for a certificated employee to be eligible to join and apply for sick leave benefits from the Sick Leave Bank, the employee must: (1) be a contributor to the Sick Leave Bank, and (2) have been absent from work due to illness or accident for: (a) all his/her accumulated sick leave and personal leave days, and (b) an additional three days at the rate of pay of the employee.
- 7-2-5 When joining the Sick Leave Bank, each participant shall contribute one day, at a rate of one full day of his/her accrued sick leave to the bank. Participants will be required to contribute one day should the Sick Leave Bank fall below the 30 day minimum. Participants, who choose not to contribute the additional days, shall be dropped from the sick leave bank.
- 7-2-6 The number of sick leave days granted shall not exceed the number of days absent from work due to illness, or injury, or accident.
- 7-2-7 The maximum number of days granted per contract year shall not exceed 15 days. However, the Sick Bank Committee will explore further options to help the employee manage additional days if necessary.
- 7-2-8 Sick Leave Bank grants to individuals will not be carried over from one (1) fiscal year to another; all such grants will terminate at the end of the work year. If a participant does not use all of the days

granted by the Sick Leave Bank, the unused sick leave days will be returned to the Sick Leave Bank.

7-2-9 The Sick Leave Bank Committee, chaired by the Superintendent/designee (who shall vote only in the case of a tie), shall consist of two (2) members from the Elementary level and two (2) members from the Secondary level. Each member of the committee must be a contributing member of the Sick Leave Bank. 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.

7-2-10 The district Business Manager will notify the Sick Leave Bank Chair and the Association president when the number of sick leave days remaining drops at or below thirty (30) days.

### 7-3 LEAVES OF ABSENCE

A one (1) year leave of absence may be granted to personnel after six (6) years of continuous service upon proper application to the Board by June 1. A joint committee shall be established to evaluate the applications and make recommendations to the Board for approval or disapproval of the leave requested. No seniority, sick leave, or continuing contract status shall be lost or gained during the leave. Upon return from leave the teacher shall be guaranteed a position in the School District. In order to be reassigned the teacher must file a written request to the superintendent on or before the first day of April indicating their intent to return to active service. The position shall be declared open if the request to return to active service is not received by April 1. The teacher may continue the insurance benefits while on leave of absence by paying the premiums. The teacher on leave shall not accept a full-time teaching assignment while on leave.

### 7-4 MATERNITY AND ADOPTION LEAVE

7-4-1 Maternity and adoption leave of absence may be granted to professional employees without pay for up to one year. A professional employee who becomes pregnant shall notify her principal in writing as soon as pregnancy leave is desired. She shall indicate in the written notification whether she wishes to terminate her employment or apply for maternity leave of absence. Extensions up to one (1) year may be granted.

7-5 PROFESSIONAL LEAVE

7-5-1 Upon written application to the principal or immediate supervisor, all full-time employees shall be authorized to take one (1) day professional leave with full pay during each school year.

7-5-2 Additional days of professional leave with full pay may be obtained by previous arrangement with and at the discretion of the Superintendent.

## ARTICLE VIII

### INSURANCE

- 8-1 The District will provide each full time Certificated Professional Employee with health benefits according to the District Cafeteria Plan. This plan will be a qualified cafeteria plan as authorized in Section 125 of the Internal Revenue code.
- 8-2 Each qualified employee will be provided with a base amount of \$569.37 per month to go toward the payment of these benefits.
- 8-3 As authorized by the insurance carrier and the Patient Protection and Affordable Care Act, certificated employees working 30 hours or more per week may choose to participate in the insurance program on a pro-rated basis according to their percentage of teaching contract or decline insurance coverage in the insurance program.

## ARTICLE IX

### RECORD DAYS

- 9-1 The Board will set aside at least two (2) consecutive hours during the regular school day at the end of each quarter to allow time for necessary record keeping duties required of teachers such as preparing permanent records, report cards, etc. Students shall not be in attendance during those hours on the days so selected.

## ARTICLE X

### PROFESSIONAL COMPENSATION

- 10-1 The basic salaries of employees covered by this agreement are set forth in Appendix A which is attached to and incorporated into this agreement.
- 10-2 A thousand dollar bonus will be given to the employees who fall in the grandfathered columns. This bonus will be paid in a lump sum in November 2019.



- 10-3 Those employees assigned extracurricular activities will receive compensation as reflected in the extracurricular salary schedule (Appendix B).

## ARTICLE XI

### EFFECT OF AGREEMENT

#### 11-1 SAVINGS CLAUSE

- 11-1-1 All items in this Agreement are presumed to be legal and valid. If any specific items in 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.

#### 11-2 AGREEMENT MODIFICATION

- 11-2-1 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.

#### 11-3 DURATION

- 11-3-1 The provisions of this agreement shall become effective as of July 1, 2019 and will continue and remain in full force and effect until June 30, 2020.

Barbi Biorn

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Association President

7/18/19

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Date

Cole Clinger

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Board Chair