

# MASTER AGREEMENT

*between*

Vallivue Education Association

*and*

Vallivue School District #139

2019-2020

# VALLIVUE SCHOOL DISTRICT 139

## MASTER AGREEMENT

### Signatures

This agreement is made and entered into this 14<sup>th</sup> day of May 2019 by and between the Board of Trustees of Vallivue School District No. 139 and the Vallivue Education Association, an organization that the Board recognizes as representing the Professional Employees of the District.

Nothing contained herein is intended to or shall conflict with, or abrogate the powers or duties and responsibilities vested in the legislature, State Board of Education, and the Board of Trustees of School District No. 139 is entitled, without negotiation or reference to any negotiation agreement, to take action that may be necessary to carry out their responsibility due to situations of emergency or acts of God.

This agreement shall be binding July 1, 2019-- June 30, 2020.

For Vallivue School District 139:	For the Vallivue Education Association:
/s/ Jeff Forsberg	/s/ Amanda Rinker
_____ Chairman	_____ President
/s/ Pat Charlton	/s/ Julie Dillehay
_____ Superintendent	_____ Past President
/s/ Sue Muchow	/s/ Brian Blakeley
_____ Clerk	_____ Representative

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## **PREAMBLE**

THIS AGREEMENT is made and entered into by and between Vallivue School District No. 139 Board of Trustees (hereinafter called the "Board") and the Vallivue Education Association (hereinafter called the Representative Association).

The Board and the Representative Association recognize that providing a high quality education for the children of Vallivue School District 139 is the paramount objective of the School District. The Board and Representative Association further recognize that the best interests of public education will be served by a spirit of cooperation between the Board of Trustees and the teachers and the maintenance of free and open exchange of views in determining and resolving matters of mutual concern. In doing this it is understood that:

The Board is elected by the qualified electors of the School District as the governing body of the School District and, as such, possesses all powers delegated to a Board of Trustees or to a school district by the Constitution and laws of the State of Idaho, together with the duties imposed thereby. These cannot be negotiated to another person or association.

The Superintendent is the chief executive officer of the School District, and as such, administers the affairs and programs of the School District as provided by law and Board policy. He is expected to know the problems and thinking of both the teachers and the Board, and to counsel and advise each, and to help them achieve mutual understanding in order to attain a harmonious, effective, high standard educational system within the financial means of the District.

While providing education of the highest possible quality for the pupils of the School District is a shared responsibility, it is recognized that the teachers have a significant role as a result of direct contact with pupils, therefore, the high morale of the teaching staff, which depends on the willing services of well-qualified teachers who are satisfied with the conditions provided by the Board, is a necessity for the best education of the children.

Attainment of the objectives of the educational program conducted in the Vallivue School District 139 Public Schools requires mutual understanding and cooperation between the Board and the Representative Association. To this end, participation in Board meetings, problem-solving sessions with the Superintendent, problem-solving sessions with the Board and negotiations in good faith between the Board and the Representative Association with a free and open exchange of views is desirable.

NOW THEREFORE, the parties agree as follows:

## **ARTICLE 1: DEFINITIONS**

- 1-1. The terms "District" and "Vallivue Public Schools" as used in this Agreement shall mean the Vallivue School District No. 139 in the State of Idaho.
- 1-2. The term "Board" as used in this Agreement shall mean the Board of Trustees of the Vallivue School District No. 139 in the State of Idaho.
- 1-3. The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of the Vallivue School District No. 139 in the State of Idaho.
- 1-4. The term "Representative Organization" or "Association" as used in this Agreement shall mean the professional organization or Association that is elected to represent professional employees of School District No. 139, except as defined in Article 2-3.
- 1-5. The term "Professional Employee" as used in this Agreement means any certificated employee of Vallivue School District No. 139 except as defined in Article 2-3 under "Recognition."
- 1-6. The term "negotiations" as used in this Agreement means collective bargaining in good faith by representatives of the Board of Trustees of Vallivue School District No. 139 or its designated representative(s) and the Representative Association of professional employees, for the purpose of reaching an agreement, upon matters and conditions subject to negotiations as specified in the Agreement between said parties.
- 1-7. The term "school year" as used in this Agreement shall mean the period of time from the first day of preschool orientation activities, through the closing of the schools of the District in the spring as established by the official school calendar.
- 1-8. The term "Good Faith" is defined as an honest attempt to resolve issues which arise during the negotiations process.

## **ARTICLE 2: RECOGNITION**

- 2-1. Having been elected in accordance with Section 33-1271, Idaho Code, the Board recognizes the Vallivue Education Association as the exclusive representative of all professional employees of the District with the exceptions identified in Article 2-3.
- 2-2. Determination of Representative Association - Idaho 33-1271 and 33-1272  
The local education organization selected by a majority of the qualifying professional employees shall be the exclusive representative for all professional employees in that district for purposes of negotiations. Within ten (10) days of the date a request for negotiations is initiated by either the local education organization or the board of trustees or its designee, the local education organization must provide proof that it has been duly chosen by a majority of the professional employees of the district as their representative organization for negotiations under this act. Such proof may be:

- (1) A list of certificated professional employees, who would be subject to the agreement, who are members of the local education organization as of the date that the request for negotiations is initiated; or (ii) Other evidence that the professional employees have chosen and selected the local education organization as their representative organization as of the date that the request for negotiations is initiated. If the local education organization or entity seeking to be declared the local education organization cannot provide evidence that the majority of the professional employees have chosen and selected it as the representative organization, the district shall have no obligation or authority to enter into negotiations as provided in this act.
- (2) The individual or individuals selected to negotiate for the professional employees shall be a member of the organization designated to represent the professional employees and shall be a certificated professional employee of the local school district. However, in the event a local board of trustees chooses to designate any individual(s) other than the superintendent or elected trustee(s) of the school district as its representative(s) for negotiations, the local educational organization is authorized to designate any individual(s) of its choosing to act as its representative(s) for negotiations. A local board of trustees or its designated representative(s) shall negotiate matters covered pursuant to section 33-1271, Idaho Code, only with the local education organization or its designated representative(s).
- (3) Should there be no entity that qualifies as a local education organization by May 10; the board has no obligation or authority to negotiate as required under this act, and may establish compensation for professional employees.

2-3. The following professional employees are exempt from the provisions of this Agreement: superintendents, assistant superintendents, principals, assistant principals and other district-wide administrative personnel who teach less than 35% of the day and who recommend employment of other certificated employees.

2-4. Any of the groups listed in Article 2-3 may be covered by this Agreement by a majority vote of the members of that group.

## **ARTICLE 3: PROCEDURES**

### **3-1. OBTAINING OBJECTIVES**

Negotiations depend on mutual understanding and cooperation. It therefore requires a free and open exchange of views with all parties participating in deliberations leading to policy decisions. Both parties agree to meet at reasonable times and places and to negotiate in good faith to reach agreement on matters. The negotiating teams agree and are committed to use the collaborative or interest-based bargaining method.

### **3-2. REPRESENTATION**

#### **3-2-1. Initiation and Completion of Negotiations - Idaho Code 33-1271**

The board of trustees of each school district, including specially chartered districts, or the designated representative(s) of such district, is hereby empowered to and shall, upon

its own initiative or upon the request of a local education organization representing a majority of the professional employees, enter into a negotiation agreement request negotiations with the local education organization or the designated representative(s) of such organization on behalf of the professional employees employed by the school district and negotiate with such party in good faith on those matters specified in any such negotiation agreement between the local board of trustees and the local education organization related to compensation of professional employees. A request for negotiations may be initiated by either party to such negotiation agreement the local education organization or entity seeking to be designated the local education organization, or the board of trustees.

- (1) Accurate records or minutes of the proceedings shall be kept, and *shall* be available for public inspection at the offices of the board of education during normal business hours.
- (2) Joint ratification of all final offers of settlement shall be made in open meetings and notice of the ratification activity shall be provided to the parties to the agreement.
- (3) As the subject matter of negotiations is compensation provided through public funding, all negotiation sessions of the parties shall be conducted in open session, with all members of the public able to attend.

Any such contract shall contain the following endorsement: "This contract shall be rewritten to conform to the salary schedule approved by the Vallivue Education Association and the Board for the 2019-2020 year."

### 3-2-2. Negotiating Teams

The District and the Association will each have a negotiating team with one member to be designated as spokesperson. The District's team shall consist of not less than one or more than two board members and other designated administrative employees of the District. The Association's team shall consist of the Association President and one representative from each level (elementary, middle, and high school), as well as a representative special education, specials (e.g. fine arts, physical education, etc.) to be selected by the Association. The District and the Association may have an additional group not to exceed six consultants or observers who are employees of the District. There are to be no substitutes. The spokesman may yield his/her position as spokesman to another member of his/her team to present specific material or to conduct the discussion for his/her team concerning a particular item. In his/her absence, the spokesman may designate a member of his/her team to serve as spokesman.

### 3-2-3. Time of Meetings and Agenda

The agenda for the negotiations for the school year will be determined by the close of the second meeting, except additions may be made by mutual consent. Generally, changes shall be identified by striking out material to be deleted and underscoring new material. When changes of a paragraph or section are so comprehensive that striking and underscoring are not practical, the current material shall be shown and the new material shall follow and be underscored.

### 3-2-4. Information and Minutes

Each team shall be authorized to secure legal and/or professional advice from other

sources with the understanding that such sources shall understand that the discussions are to remain confidential until final agreement is secured. Accurate minutes of the proceedings shall be kept by the school district clerk and shall be available for public inspection in the school district office during normal business hours. The minutes shall be signed by the clerk and shall include:

1. Roll call, date and time of meeting.
2. Items presented by each team by chapter designation and subject.
3. All final offers by each team.
4. All items approved by a majority vote of the members of each team.

### 3-3. SUBJECTS OF NEGOTIATIONS

All items which affect the terms of the employment of certificated employees are open to negotiations including but not limited to: salaries, employee insurance, leave time, and sick leave.

### 3-4. AGREEMENT

Any agreement reached by the negotiating teams shall be submitted to the Board and the membership of the Association for ratification as a composite package. Joint ratification of all final offers shall be made in open meetings. Upon approval by both parties, it shall be signed by the spokesman for each team, the president of the Association, the chairman of the Board and another member of each negotiating team. Also policy code provisions shall be written to implement the negotiations agreement as official policy of the Board. When agreement has been approved, it constitutes a revision of Association policies. The negotiation agreement does not limit the authority of the Board of Trustees, superintendent or administration to extend or increase minimum benefits provided in the agreement.

### 3-5. STANDING RULES

Standing rules shall be approved annually by the negotiations teams at the beginning of the negotiations sessions. Such rules remain in effect until modified, but may be amended annually and shall be limited to determining the procedures or guidelines under which the teams shall operate. No rules shall be adopted in conflict with this article.

### 3-6. AMENDMENTS

Either party desiring changes in this agreement shall notify the other party in writing. Proposed amendments shall become agenda items for negotiations and are final when ratified by the Board and the Association. By mutual consent the effective date of any amendment may be set prior to the completion of the current agreement year.

## ARTICLE 4:

### 4-1. SALARY DETERMINATION

#### 4-1-1. Salary Schedule Determination



1. The salary schedule for certificated teachers shall be an index schedule with experience increments to be determined each year at negotiations.
2. The bachelor's degree with the first year of experience shall have a value of "1."
3. The levels of education for the schedule shall be designated as Column 1, B (Bachelor's Degree); Column 2, B + 15, Column 3, B + 30; Column 4, M, B + 45; Column 5, M + 15, B + 60; Column 6, M + 30, (B + 75 grandfathered FY16).
4. For 2019-2020 the minimum salary shall be equal to \$39,000.
5. The district and the VEA agree that it is in the best interest of all parties to calculate salaries on the calculating base of the salary schedule.

4-1-2. Salary Schedule

Salary Schedule for 2019-2020 (See attached salary schedule and Appendix A).

1. Placement on the salary schedule according to training and experience will determine the salary for the school year consisting of 188 days of service for the teacher, including the number of days in which school is in session. Extended contract time allowance will be determined by dividing the salary determined from the salary schedule by 188 and multiplying by the total number of days for the extended period, unless the extended time is the result of a special program or project funded by other sources that determine the amount of funds available for the extended time.
2. Gray cells of the salary schedule are grandfathered employees and frozen levels after the 2013-14 school year. Employees grandfathered in frozen gray cells can only move horizontally until they reach white cells. Once they reach white cells, experience will be granted if applicable.
3. All new certificated employees will be placed in the white cells of the certified salary schedule.

4-1-3. Educational Placement on Salary Schedule

1. Official transcripts and credits earned "after initial teaching certificate" will be used in determining educational placement on the salary schedule.
2. No credits shall be allowed in addition to the Bachelor's Degree unless accepted for an approved accredited graduate program relative to the assignment of the teacher or unless approved by the Superintendent as applicable to a program related to the educational program of the District. Additional hours start only after awarding of the Bachelor's Degree. No credits shall be allowed in addition to the Bachelor's Degree prior to becoming eligible for a teaching certificate.
3. The District shall allow for one salary adjustment per year for additional credit earned as verified by an official transcript or verification submitted for adjustment by September 10. Salary adjustments shall be made in the September pay period.

4. Allowable credit must be graduate credit or approved by the Superintendent as applicable to a program related to the educational program of the District.
5. If a teacher does not agree with the educational placement determined by the Superintendent and/or Director of Finance, the teacher may request a review and a decision from the Education Placement Committee composed of two administrators appointed by the Superintendent and two classroom teachers appointed by the VEA president, or in his/her absence, the vice president. Every effort shall be made by both parties to appoint knowledgeable members to the committee. In case of a tie, the committee may ask for an opinion from a college or university teacher who is knowledgeable in the applicant's field(s) of teaching. All recommendations shall be submitted to the Board, and the final determination as to placement shall be made by the Board of Trustees.
6. An employee required to work for a period longer than the regular contracted school year shall be paid one-eighty-eighth (1/188) of his/her regular salary for each additional day worked except in the event of emergency closure that required an extension of the school year.

4-1-4. Allowable Prior Experience

1. Experience for placement on the basic salary schedule will be limited to contracted services. At least five (5) months of service is required for one year's experience. New certificated employee's years of experience will be prorated according to the placement of current employees.
2. Teachers who are on a limited contract and subsequently rehired following the year of service, will be eligible for allowable prior experience.

4-1-5. Pay Day

1. Teachers shall be paid in twelve (12) equal installments, and shall be paid on or before the 25th of each month.
2. With the written consent and designation of the employee, the payroll check shall be mailed directly to the employee's bank for deposit. The employee shall receive an itemized statement of payroll deductions for each pay period.

4.2. FRINGE BENEFITS

4-2-1. Leave

1. Unless specifically stated in the leave policy, the teacher shall not be penalized by a reduction in pay for use of authorized leave as approved by the building and district administrator. If the number of days of authorized leave is exceeded and if the amount of any consequent reduction in pay is not specified in any other provision of this Agreement, any reduction in pay shall not exceed the employee's daily rate of pay. An extenuating circumstance for unauthorized leave may be appealed to the Superintendent for approval within a forty-five-day time period.
2. Sick Leave

- a. Each employee shall be allowed 10 sick days per contract year. Sick leave days are accumulated from year to year.
  - b. When an employee has been absent from work because of sickness or disability, or when the employee's accumulated sick leave and sick leave bank grants have been used, whichever is longer, and if an employee is still unable to return to work, additional leave may be provided. However, the Superintendent may require after 3 consecutive days of absence that a medical doctor's certificate be provided to the effect that a disability exists and employee is unable to perform his/her usual teaching duties. The salary during this time shall be equal to the difference between the employee's current regular salary and the calculated base salary as shown on the salary schedule in use within the District, and shall continue to a day 5 months after member becomes eligible for disability retirement or until the end of this contract year or until the employee can return to work, whichever is sooner.
  - c. Sick leave necessitated by illness in the immediate family shall be authorized by the Superintendent upon the request of the employee. (Immediate family shall include the following relatives of the employee or spouse: son, daughter, brother, sister, mother, father, grandmother or grandfather, as well as persons who reside in the employee's home on a full-time basis and whose primary financial support is provided by the family of the employee.) Children for whom local guardianship has been established are considered to be members of the immediate family. In cases of emergency, the Superintendent may grant sick leave to care for grandchildren and/or in-laws.
  - d. The Board may require proof of illness adequate to protect the District against malingering and false claims of illness (Ref. 33-1216 Idaho Code).
3. Jury Duty: While on jury duty an employee shall receive full pay from the District with the employee reimbursing the District the amount paid him by the court, excluding mileage. (Ref. Section 33-122, Idaho Code)
  4. Legal and/or Business Leave: Legal and/or business leave shall be defined as leave for the employee to conduct legal and/or business matters which cannot be conducted other than during the normal school day, and shall not exceed two school days per year. Such leave is non-cumulative. For each day of such leave taken, except for legal business related to an employee's duties as an educator, but not to include an employee's personal litigation with the District, the gross pay of the employee shall be reduced by the amount authorized for payment of substitutes.
4. Professional Leave:
    - a. Certificated employees may be allowed two (2) non-cumulative leave days per school year for professional improvement as requested by the employee. Professional leave does not apply to the regularly scheduled IEA Delegate Assembly meetings. The employee may use professional leave in conjunction with any other type of leave upon approval of the principal and the Superintendent. A request for additional professional leave may be approved by the Superintendent.
    - b. A professional employee may be granted one (1) day leave to:

- a) Receive a college baccalaureate or graduate degree.
  - b) Take comprehensive examinations required as part of completion of a graduate degree program.
  - c) Defend a doctoral dissertation or a master's thesis.
6. Fractional Leave: Fractional leave shall be defined as a fraction of a contracted school day not to exceed two hours. The employee shall not be penalized for utilizing fractional leave if he/she is given approval by his/her building principal prior to leaving and arranges for another qualified employee to perform his/her duties during his/her absence. Staff will be allowed to use fractional leave based on hours used as opposed to days. Staff will be allotted 12 hours of fractional leave per school year to be used in increments of no less than thirty minutes but no more than 2 hours at one time. Time used as fractional leave will be documented by school office personnel. If/when a staff member exceeds the 12 hours for the school year, the staff member will be required to use personal leave for any additional time off. Fractional leave hours cannot be carried over to the next school year.
7. Personal Leave: Personal leave shall be that leave provided the employee, which is not allowable under any other leave provision. No personal leave will be granted during the first two weeks of the contract year or the last two weeks of school unless approved by the Superintendent. The employee need provide no justification for using personal leave, except during the first two weeks or the last two weeks of the school year as indicated above. The employee may use personal leave in conjunction with any other type of leave without justification.

Number of days: Each employee shall be allowed a minimum of two school days per contract year. One additional day, for a total of three (3), shall be granted to each employee who has completed six (6) continuous years with the District. One additional day per year, for a total of four (4) shall be granted to each employee who has completed ten (10) continuous years with the District. At the discretion of the Superintendent, the employee may be granted additional personal leave. If the employee is dissatisfied with the decision of the Superintendent, he/she may appeal directly to the School Board. Unused personal leave is automatically accumulated as personal leave to a maximum of five (5) days.

Use and Notice: Except in the event of emergencies or circumstances beyond the control of the employee:

- a. Request for leave shall be submitted two (2) working days in advance.
- b. Leave will be postponed until approved substitutes are available.
- c. Leave shall not be utilized on the workday prior to or immediately following a holiday. Personal leave requested for any work day scheduled for in-service and/or parent-teacher conferences must be approved in advance by the building principal. Leave may be granted by the Superintendent upon the recommendation of the principal and the determination that a number of such leave requests for that period of time is not excessive and suitable classroom supervision is available. If there are any unforeseen circumstances beyond the control of the employee, their pay will be deducted at a rate not to exceed the usual cost of a substitute for that day. The employee will first be allowed to use personal leave if available.

8. Extended Leave of Absence
  - a. Certificated employees who have a renewable contract may request a leave of absence for up to one year without pay to: serve in public office, care for a sick member of the immediate family, serve as an exchange teacher, accept a scholarship offering, or for such reason as is acceptable to the Board.
  - b. Employees returning from leave shall be assigned to a position similar to that previously held or to such other available assignment mutually agreed upon by both the teacher and the Board. Insofar as possible, the employee shall be extended priority in returning to his prior assignment.
  - c. All tenure, retirement, seniority, previously accrued sick leave and all other benefits shall be preserved and made immediately available to the teacher upon return to active teaching in the District. The teacher may continue medical insurance coverage by electing to COBRA, which will be offered and paid through the District carrier.
9. Bereavement Leave: Professional employees shall be granted up to five (5) days bereavement leave per year. At the discretion of the Superintendent, the employee may be granted additional bereavement leave without cost to the employee or with the employee paying as no more than the cost of a substitute. If the employee is dissatisfied with the decision of the Superintendent, he/she may appeal directly to the School Board.
10. Association Leave: The District shall provide VEA officers and certificated members leave to attend any regularly scheduled official meetings of the State Teachers association. They shall not be required to make up the time spent. As soon as possible at the beginning of each year, the VEA will provide a calendar of regularly scheduled association meetings for that school year to the District Office. When the cumulative total for association leave reaches 16 days plus the number of approved delegates to delegate assembly, professional and/or personal leave will be utilized. If a situation arises where more days are needed beyond the 16 days apportioned for association leave, the VEA President and Superintendent will review the situation and jointly may approve additional leave for members to attend official meetings of the State Teachers Association. Reviews will be conducted and approval given or denied on a case-by-case basis.
11. Adoptive Leave: Upon the adoption of a child, up to 20 days of accumulated sick leave shall be authorized upon request. Additional accumulated sick leave days may be authorized upon the approval of the Superintendent. An additional maximum of five (5) days of accumulated sick leave may be authorized for required legal proceedings prior to adoption.

#### 4-2-2. Employee Insurance

##### 1. Medical/Vision/Dental Insurance

- a. The District and the Association shall mutually determine insurance carriers and plans.
- b. The District shall be responsible for providing for or arranging for information

regarding insurance plans by which a decision in “1.a.” above can be made about carriers and plans.

- c. The District shall provide an opportunity for the employee to enroll in Blue Cross of Idaho with a dual option.
- d. The District has established a fringe benefit pool, also known as a cafeteria or an IRS section 125 plan. Through the plan, the District makes available certain group insurance options. The District shall provide each contracted employee working 1.0 FTE, medical/vision/dental coverage at the base plan rate of \$592.66 per month.
- e. The District contribution for part-time employees less than 1.0 FTE and more than .5 FTE shall be pro-rated as per their percentage of time worked.
- f. As of September 1, 2002, there is no "cash in lieu" option for any employee.

2. **Term Life Insurance**

- a. The District shall provide thirty-thousand (\$30,000), term life insurance coverage with an equal amount of accidental death and dismemberment at the base plan rate of \$5.10 per month. Exceptions may apply to employees over age 65.
- b. Employees may secure through payroll deduction optional life insurance products available through the District’s life insurance carrier for self, spouse and dependents.

4-2-3. **Addendum**

The Procedural Handbook is attached to the Master Agreement as an addendum for the 2019-2020 year.