

MASTER AGREEMENT

2023-2024

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ARTICLE I - RELATIONSHIP COMPACT

RELATIONSHIP COMPACT BETWEEN THE CALDWELL SCHOOL DISTRICT AND THE CALDWELL EDUCATION ASSOCIATION

The Caldwell School District and the Caldwell Education Association have been involved in an ongoing process of interest-based problem solving and negotiations and the model has proven to be highly effective both at the bargaining table and at settling disputes throughout the District. The parties' ability to trust and be trusted is a crucial component of this strategy. To this end, Caldwell School District and CEA on behalf of their memberships wish to formalize a relationship between these organizations as well as District employees: that will endure changes in leadership, survive differences in interests, go above and beyond the requirements of law and contract, and will be based on the following principles:

The Association and District agree that an interest-based approach shall be used as the basis for both individual problem-solving activities as well as contractual negotiations between the parties.

The Association and District agree that each group and individual have an equal right to seek the accommodation of their respective interests and to actively advocate those interests.

The Association and District agree that in relationships a high degree of trust is essential. To this end each organization, as well as the leadership of those organizations, will focus on increasing their own trustworthiness as the means of developing and maintaining the bridge of trust.

The Association and District agree to refrain from the use of coercive tactics because their use is destructive to the relationship and lessens the commitment to agreements jointly made. Both parties will be open to persuasion at all times in order to avoid reliance on the use of power; the Association and the District will seek to persuade rather than to coerce.

The Association and the District believe this relationship will promote and expand communications between the parties. To this end the Association and the District will focus on: Operating in an honest and open manner; promoting and disseminating positive information about the successes of the Caldwell School District to the media, establishing procedures regarding rumor control, soliciting interests of all stakeholders, consulting with appropriate parties, testing assumptions, and using joint communication statements on key issues.

ARTICLE II - 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.

1. **Advanced Professional Endorsement:** The term “Advanced Professional Endorsement” refers to the distinction obtained by CPE(s) who have met the requirements to hold an Idaho Advanced Professional Endorsement (Idaho Code 33-1201A).
2. **Association:** The term “Association” refers to the Caldwell Education Association.
3. **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.
4. **Calendar:** The term “Calendar” refers to the School District Calendar as approved by the Board of Trustees.
5. **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.
6. **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(18)).
7. **Day(s):** The term “Day(s)” means working business days.
8. **Designee:** The term “Designee” is a person who is designated or appointed by the person named in the policy to fulfill the stated duties.
9. **Directed Time:** The term “Directed Time” means time dedicated to professional growth and development directed by district or school-based leadership.
10. **District/School District:** The term “District” or “School District” shall mean Caldwell School District #132 in Canyon County, State of Idaho.
11. **Full Day Schedule:** The term “Full Day Schedule” shall mean the period of time each school has regularly scheduled for daily student instruction.
12. **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).
13. **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.
14. **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.
15. **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).

16. **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)).
17. **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.
18. **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.
19. **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.
20. **President:** The term “President” as used in this Agreement shall mean the President of the Caldwell Education Association.
21. **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.)
22. **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.).
23. **Reimbursement:** The term “Reimbursement” is a sum paid to cover money that has been spent.
24. **Specialist CPE:** The term “Specialist CPE” shall refer to elementary physical education specialists and/or elementary music specialists.
25. **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 III - PROFESSIONAL COMPENSATION

2023-2024 CPE Salary Schedule

2023-2024			Education Allocation is calculated using Column BA+12. CPEs who must hold a Pupil Personnel Services Credential (that includes a MA), would receive the additional Education Allocation			
			\$2,000	\$3,500	\$3,500	\$3,900
STEP	BA-0	BA-12	BA-24	M-0	M-24	ES/DR
1	43,118	43,188	43,188	43,188	43,188	43,188
2	43,988	43,988	43,988	43,988	43,988	43,988
3	44,860	44,860	44,860	44,860	44,860	44,860
Professional Endorsement Required to Advance to Steps 4-13						
4	46,990	46,990	48,990	50,490	50,490	50,890
5	47,867	47,867	49,867	51,367	51,367	51,767
6	49,217	49,217	51,217	52,717	52,717	53,117
7	49,502	49,502	51,502	53,002	53,002	53,402
8	50,480	51,430	53,430	54,930	54,930	55,330
9	50,480	51,736	53,736	55,236	55,236	55,636
10	50,480	53,687	55,687	57,187	57,187	57,587
11	50,480	55,017	57,017	58,517	58,517	58,917
12	50,480	55,017	58,992	60,492	60,492	60,892
13	50,480	55,017	59,347	60,847	60,978	61,247
Must have MA+24 or ES/DR to Advance to Step 14-18						
14			Grandfather		63,625	64,025
15			62,625	64,125	65,703	66,103
16			64,703	66,203	66,629	67,029
17			65,629	67,129	69,954	70,354
18			68,954	70,454	73,467	73,867

The corresponding salary schedule for the 2023-2024 school year shall be based on 183 contractual days.

1. CPEs in their first year of holding a certificate shall be placed on STEP 1.
2. CPEs placed on STEP 1 of the 2022-2023 CSD CPE Salary Schedule shall advance to STEP 2 on the 2023-2024 CSD CPE Salary Schedule.
3. CPEs placed on STEP 2 of the 2022-2023 CSD CPE Salary Schedule shall advance to STEP 3 on the 2023-2024 CSD CPE Salary Schedule.
4. CPEs placed on STEP 3 of the 2022-2023 CSD CPE Salary Schedule shall advance to STEP 4 of the 2023-2024 CPE Salary Schedule if they have obtained the Professional Endorsement. If they do not have the Professional Endorsement, they shall remain on STEP 3.
5. CPEs with the Professional Endorsement placed on STEP 4 through STEP 12 of the 2022-2023 CPE Salary Schedule shall advance one (1) step on the 2023-2024 CPE Salary Schedule, if they have met the compensation rung performance criteria in school year 2022-2023.

6. CPEs on STEP 13 of the 2022-2023 CPE Salary Schedule who earned the MA+24 or ES/DR on or before September 1, 2023, shall advance to 14 of the 2023-2024 CPE Salary Schedule.
7. CPEs placed on 13A -13E of the 2022-2023 CPE Salary Schedule with a BA+24 or MA shall advance one (1) STEP for placement on STEP 15-18 on the 2023-2024 CPE Salary Schedule if they have met the compensation rung performance criteria in school year 2022-2023.
8. CPEs placed on 13A-13E of the 2022-2023 CPE Salary Schedule with a MA+24 or ES/DR shall advance one (1) STEP on 14 – 18 of the 2023-2024 CPE Salary Schedule if they have met the compensation rung performance criteria in school year 2022-2023.
9. CPEs transferring from another Idaho school district shall be placed on STEP 1 through STEP 13 in accordance to their verified years of contracted teaching experience. They must hold the Idaho Professional Endorsement to be placed on STEP 4 through STEP 13. Documentation for salary placement, such as official transcripts and/or completed verifications of employment, received later than 60 days from the contract start date will not be applicable for contract changes or retroactive pay in the current school year.
10. CPEs who hold a certificate from another state and who are approved to teach in Idaho shall be placed on STEP 1 through STEP 13 in accordance to their verified years of contracted teaching experience. They must be able to obtain the Idaho Professional Endorsement to be placed on STEP 4 through STEP 13. Documentation for salary placement, such as official transcripts and/or completed verifications of employment, received later than 60 days from the contract start date will not be applicable for contract changes or retroactive pay in the current school year.

The requirements for the Out of State Professional Endorsement are:

- a. Must have a written recommendation from the employing school district;
 - b. Must have worked in a certificated position in a compact-member state for three (3) to eight (8) years;
 - c. Would have been eligible to work in a certificated position in an Idaho public school based on that certificate for three (3) to eight (8) years
11. CPEs must have a Professional Endorsement to be placed on or to advance beyond STEP 4.
 12. CPEs must submit official transcripts to the Human Resource Department on or before September 1, 2023, to validate placement on the 2023-2024 CPE Salary Schedule.
 13. CPEs contractual compensation will be prorated over twelve months and paid in equal increments on or before the twenty-fifth day of each month.
 14. Revised contracts reflecting the 2023-2024 salaries shall be issued in the fall after the Professional Endorsement, Advanced Professional Endorsement and compensation rung performance criteria have been verified.

Education Allocation

Eligible CPEs shall receive the Education Allocation as listed on the 2023-2024 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
2. CPEs who must hold a Pupil Personnel Services Credential as a requirement of their position.

Effective July 1, 2023, only credits earned at an institution of higher education accredited by a body recognized by the State Board of Education and in a relevant pedagogy or CPE's content area shall be allowed.

Official transcripts for coursework verifying a CPE's eligibility for an Education Allocation must be submitted by September 1, 2023, to the Human Resource Department. Verification of completion from the university will be accepted for August graduates until the official transcript is available.

Career Technical Education Allocation

CPEs who hold an Occupational Specialist Certificate in the area for which they are teaching may 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. Courses taught under a degree-based CTE certificate are not eligible for the allocation. 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 \$800 for those CPEs that recertify in 2024. The stipend allocation will decrease annually as follows:

- Recertification issued:
 - 2023 - \$1,000 Recertification Stipend, no credit reimbursement
 - 2024 - \$800 Recertification Stipend, up to \$200 Credit Reimbursement
 - 2025 - \$600 Recertification Stipend, up to \$200 Credit Reimbursement
 - 2026 - \$400 Recertification Stipend, up to \$200 Credit Reimbursement
 - 2027 - \$200 Recertification Stipend, up to \$200 Credit Reimbursement

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. The Recertification Stipend will be replaced by the Credit Reimbursement process as of 2028.

A recertification stipend 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. Application to renew Idaho Credential must be in process with the State Department of Education on or before September 1, 2023. The Human Resource Department will verify with the Idaho State Department of Education.
4. CPE will receive the Recertification Stipend in the November paycheck, provided a valid Idaho Credential is on file with the Human Resource Department.

Credit Reimbursement

The Caldwell School District will reimburse teachers the actual cost of the course credit and instructor fees, up to \$200 per employee per year for continuing education for the current fiscal year. Reimbursement will be made upon submittal of official transcripts and proof of payment during the current fiscal year, July 1st – June 30th.

Each CPE in the district will get a non-taxable credit reimbursement up to \$200.00 paid in a separate check if the following prerequisites are satisfied:

1. CPE holds a certificated position in the District at the time the reimbursement request is made.
2. CPE holds a valid Idaho Credential or has an application in process by the Idaho State Department of Education.
3. Submission of official transcripts and proof of payment during the current fiscal year, July 1st – June 30th must be received by the Human Resources Department in order to process the reimbursement.

Early Notification of Resignation Stipend

Early notification is beneficial if an individual decides to retire or leave the district after completing their contract year. The district will provide a financial incentive to the professional CPE that holds a renewable contract and has been employed by the district for five or more years, based on the date the resignation is received. Incentive amounts shall be \$500 for notifications that are received on or before February 1st. The incentive amount will be lowered to \$300 if the CPE notifies the district between February 2 and March 1. Incentive payments will be distributed in the CPE's final paycheck.

Professional Endorsement

CPEs who met the criteria for the Professional Endorsement in 2022-2023 shall be eligible for the Education Allocation as defined in the 2023-24 CPE Salary Schedule. Education Allocation will be included in the eligible CPE's contract amount.

Pursuant to Idaho Code 33-1201(a), to meet the criteria for the Professional Endorsement is, the CPE must:

- (a) Have held a certificate and been employed in a public school for at least three (3) years or have completed a state board of education-approved interim certificate of three (3) or longer;

- (b) Show they met the professional compensation rung performance criteria* for two (2) of the three (3) previous years of the third year;
- (c) Have a written recommendation from the employing school district; and
- (d) Have an annual individualized professional learning plan developed in conjunction with the employee's school district supervisor.

**An overall rating of proficient or higher, and no components rated as unsatisfactory on the state framework for teaching evaluation; and the majority of their students (50%+1) have met their measurable student achievement targets as per Idaho Code 33-1001(18) or student success indicator targets as per Idaho Code 33-1001(31).*

Pursuant to Idaho Code 33-1201(a), CPEs new to the district, coming from out of state, who have not previously held an Idaho certificate, must meet the following criteria for the Professional Endorsement:

- (a) Have a written recommendation from the employing school district;
- (b) Have worked in a certificated position in a compact-member state other than Idaho pursuant to section 33-1404, Idaho Code; and
- (c) Would have been eligible to work in a certificated position in an Idaho public school based on that certification for three (3) to eight (8) years.

Pursuant to Idaho Code 33-1201(a), CPEs who have worked in an accredited private school and maintained their instructional or pupil service staff certification may use their years of private school work experience to meet the years of experience requirements for the professional and advanced professional endorsement.

Pursuant to Idaho Code 33-1201(a), CPEs holding a Professional Endorsement will be annually evaluated in at least two (2) domains in the Danielson Framework. In order to advance a step on the CPE Salary Schedule, the CPE must meet the above criteria annually.

Advanced Professional Endorsement

CPEs who met the criteria for the Advanced Professional Endorsement in 2022-2023 shall receive a stipend in the amount of \$2,000. Eligible CPEs will receive the Advanced Professional Endorsement stipend in the November paycheck. Criteria must be met annually in order to receive the stipend.

Pursuant to Idaho Code 33-1201(a), to meet the criteria for the Advanced Professional Endorsement is, the CPE must:

- (a) Have held a renewable certificate and been employed in a public school for at least eight (8) years or more or have completed a state board of education-approved interim certificate of three (3) years or longer and held a renewable certificate and been employed in a public school for five (5) years or more;
- (b) Show they have met the professional compensation rung performance criteria for four (4) of the five (5) previous years or the third, fourth, and fifth-year;

- (c) During three (3) of the previous five (5) years, have served in an additional building or district leadership role in an Idaho public school, including but not limited to:
 - (i) instructional specialist or instructional coach;
 - (ii) Mentor;
 - (iii) Curriculum or assessment committee member;
 - (iv) Team or committee leadership position;
 - (v) Data coach; or
 - (vi) Other leadership positions identified by the school district;
- (d) Have a written recommendation from the employing school district;
- (e) Have an annual individualized professional learning plan (IPLP) developed in conjunction with the employee's supervisor and self-evaluation; and
- (f) Show they have met the advanced professional compensation rung performance criteria* for three (3) of the five (5) previous years.

**An overall rating of proficient or higher, no components rated as unsatisfactory or basic, and rated as distinguished overall in Domain II - Classroom Environment or Domain III - Instruction and Use of Assessment on the state framework for teaching evaluation; and demonstrating seventy-five percent (75%) or more of their students have met their measurable student achievement targets as per Idaho Code 33-1001(18) or student success indicator targets as per Idaho Code 33-1001(31).*

Pursuant to Idaho Code 33-1201(a), CPEs new to the district, coming from out of state, who have not previously held an Idaho certificate, must meet the following criteria for the Advanced

Professional Endorsement:

- (a) Have a written recommendation from the employing school district;
- (b) Have worked in a certificated position in a compact-member state other than Idaho pursuant to section 33-1404, Idaho Code; and
- (c) Would have been eligible to work in a certificated position in an Idaho public school based on that certification for nine (9) years or more.

Pursuant to Idaho Code 33-1201(a), CPEs who have worked in an accredited private school and maintained their instructional or pupil service staff certification may use their years of private school work experience to meet the years of experience requirements for the professional and advanced professional endorsement.

Pursuant to Idaho Code 33-1201(a), CPEs holding an Advanced Professional Endorsement will be annually evaluated in Domains II or III in the Danielson Framework. In order to advance a step on the CPE Salary Schedule AND receive the stipend, the CPE must meet the above criteria annually. A CPE failing to meet the Advanced Professional Endorsement criteria may still be eligible to advance a step on the CPE Salary Schedule if they meet the Professional Endorsement criteria (50%+1), but will not receive the stipend.

ARTICLE IV - BENEFITS

Insurance Benefits

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

Caldwell School District				
2023-2024				
	Total Premium	District Paid	Employer Contribution to HS Account**	Employee Monthly Deduction
		EE+25% Dep		
Medical - Blue Cross Economy Plan with HSA (\$5000 Deductible and Max Out of Pocket)				
Employee Only	\$607.20	\$597.20	\$90.00	\$10.00
Employee + Spouse	\$1,151.80	\$735.85	\$119.39	\$415.95
Employee + 1 Child	\$846.65	\$659.56	\$99.63	\$187.09
Employee + Children	\$984.25	\$693.96	\$102.59	\$290.29
Family	\$1,367.15	\$789.69	\$120.66	\$577.46
2 Employee No Dep	\$1,151.80	\$575.90/\$575.90	\$111.30/\$111.30	\$0.00
2 Employee Family	\$1,367.15	\$597.20/\$597.20	\$86.38/\$86.38	\$86.38/\$86.38
** Contribution amount may be applied to dependent premiums or deposited in Health Savings Account.				
Medical - Blue Cross Standard PPO Plan w/\$1,500 Deductible				
Employee Only	\$712.20	\$687.20		\$25.00
Employee + Spouse	\$1,359.35	\$855.24		\$504.11
Employee + 1 Child	\$975.15	\$759.19		\$215.96
Employee + Children	\$1,124.60	\$796.55		\$328.05
Family	\$1,579.80	\$910.35		\$669.45
2 Employee No Dep	\$1,359.35	\$679.68/\$679.67		\$0.00
2 Employee Family	\$1,579.80	\$687.20/\$687.20		\$102.70/\$102.70
Dental - Blue Cross PPO				
Employee Only	\$30.55	\$30.55		\$0.00
Employee + Spouse	\$61.65	\$30.55		\$31.10
Employee + 1 Child	\$61.65	\$30.55		\$31.10
Employee + Children	\$112.50	\$30.55		\$81.95
Family	\$112.50	\$30.55		\$81.95
2 Employee No Dep	\$61.65	\$30.83/\$30.82		\$0.00/\$0.00
2 Employee Family	\$112.50	\$30.83/\$30.83		\$25.42/\$25.42
Dental - Willamette (Blue Connect)				
Employee Only	\$45.50	\$32.19		\$13.31
Employee + Spouse	\$91.02	\$33.82		\$57.20
Employee + 1 Child	\$91.02	\$33.82		\$57.20
Employee + Children	\$165.35	\$36.50		\$128.85
Family	\$165.35	\$36.50		\$128.85
2 Employee No Dep	\$91.02	\$32.46/\$32.47		\$13.04/\$13.05
2 Employee Family	\$165.35	\$33.81/\$33.80		\$48.87/\$48.87
Vision - United Heritage				
Employee Only	\$7.88	\$7.88		\$0.00
Employee + Spouse	\$11.83	\$7.88		\$3.95
Employee + 1 Child	\$11.83	\$7.88		\$3.95
Employee + Children	\$11.83	\$7.88		\$3.95
Family	\$20.86	\$7.88		\$12.98
2 Employee No Dep	\$11.83	\$5.92/\$5.91		\$0.00/\$0.00
2 Employee Family	\$20.86	\$5.92/\$5.92		\$4.51/\$4.51
Employee Assistance Plan - Vital Worklife				
Employee Household	\$2.29	\$2.29		\$0.00
Life Insurance - United Heritage				
\$50,000 Life-Employee Only	\$7.00	\$7.00		\$0.00
FSA and HSA Administration - AmeriFlex				
Flex Spending Account	\$3.50			\$3.50
Health Savings Account	\$2.50			\$2.50

ARTICLE V - 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
October – Ten (10) days
November – Eight (8) days
December – Six (6) days
January – Five (5) days

February – Four (4) days
March – Three (3) days
April – Two (2) days
May – One (1) day

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/partner's immediate family.

1. Immediate family includes: father, mother, brother, sister, son, daughter, spouse/partner, grandfather, grandmother, grandchild, stepfather, stepmother, stepchild (of the CPE or spouse/partner), 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 one hundred and ten dollars (\$110.00) 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/partner's immediate family, up to five (5) days of Bereavement Leave may be taken for each occurrence.

1. Immediate family includes: father, mother, brother, sister, son, daughter, spouse/partner, grandfather, grandmother, grandchild, legal guardian, stepfather, stepmother, stepchild (of the CPE or spouse/partner), 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.
*Special circumstances may be considered by your immediate supervisor or supervisor designee and the Human Resources Director.

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 Pay

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, a building administrator is authorized to approve extra duty pay for another CPE to cover classes for the absent CPE. The District and Association recognize that a CPE has the right to refuse the request of an administrator to cover classes.

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 will need to complete an Extra Duty Reporting Form and may earn up to \$125.00 when the equivalent of the school's full day schedule of substitute teaching is accrued.

In the event that a CPE working at an elementary school is asked by the building administrator to substitute teach during the regularly scheduled school day, the CPE will need to complete an Extra Duty Reporting Form and will earn six dollars (\$6.00) for each student reassigned to him/her per full day; and three dollars (\$3.00) for each student reassigned to him/her per half day.

- Elementary half day is considered three (3) hours or less
- Elementary full day is considered more than three (3) hours

In the event that a Specialist CPE working at an elementary school is asked by the building administrator to substitute teach during the regularly scheduled school day, the Specialist CPE will need to complete an Extra Duty Reporting Form and may earn up to \$140.00 when the equivalent of the school's full day schedule of substitute teaching is accrued.

The CPE must complete and submit the Extra Duty Reporting Form monthly to their building administrator. Extra Duty Reporting Forms must then be submitted to the Human Resource Department by the 10th of each month for verification and processing.

1. Extra Duty Pay can only be earned with the following conditions:
 - a) Emergency situation arises in a building.
 - b) A substitute teacher is not available.
 - c) Request is authorized by the building administrator.
2. Extra Duty Pay will be processed and paid upon the following conditions:
 - a) Leave is verified by an administrator
 - b) Extra Duty Form is submitted and signed by CPE, building Secretary and Administrator
 - Secondary CPEs that do not accrue enough hours to complete a full day of coverage, at the conclusion of the school year, the CPEs Extra Duty Pay will be prorated and paid out by June 25.
 - Elementary Specialist CPEs that do not accrue enough hours to complete a full day of coverage, at the conclusion of the school year, the CPEs Extra Duty Pay will be prorated and paid out by June 25.
 - Elementary CPEs must attach an attendance list to the Extra Duty Form.
 - c) Leave is verified by the HR Department

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 #5410, *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 VI - 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) per day, 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 consecutive forty-five (45) minutes of duty-free preparation time.
 - 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 Professional Learning Community (PLC) collaborative 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

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.

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 Education Support Professional (ESP). In the event that the enrollment decreases, the temporary overcrowding ESP 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 VII - GRIEVANCE PROCEDURES

Grievance 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.