

NEGOTIATIONS

AGREEMENT

Between the

CULDESAC TEACHERS ORGANIZATION

an affiliate of the

IDAHO EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

and the

BOARD OF DIRECTORS

CULDESAC SCHOOL DISTRICT NO. 342

2014 -2015

SIGNATURE COPY

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ARTICLE I - LEAVES

- 1.1 **Sick Leave-** At the beginning of each school year, each employee shall be credited with ten (10) days of sick leave allowance.
- 1.2 **Personal Leave-** Personal leave is granted at the rate of two (2) days, with full pay, per school year. Up to five (5) personal days may be accumulated. Employees who have not accumulated five (5) days personal leave may be granted two (2) additional days, with pay. However, the employee must reimburse the school district for the cost of a substitute. Personal leave may be taken with the following restrictions: a suitable substitute must be available and leave must be approved by the administration five (5) days prior to the requested leave date. Five day notice may be waived in cases of extreme emergencies. Unused personal days above 5 would be reimbursed to the employee at the substitute rate in the employee's July paycheck.
- 1.3 **Bereavement Leave-** Employees shall be granted up to five (5) days, with pay, for each bereavement in the family from the Bereavement Bank of 45 days. Family shall include parents, spouse, grandparents, siblings, parents-in-law, siblings-in-law, and children. Bereavement leaves beyond the family or in excess of 45 days in Bank, shall be requested for approval by the Board chairman.
- 1.4 **Professional Leave-** The Board recognizes that certain professional meetings, conventions or workshops which contribute to the professional growth of employees and to the improvement of instruction may be mutually advantageous to the individual professional employee and the District. As determined by the Board Chairman, a reasonable number of such absences from regular school duties shall be approved without any salary deduction provided a written request and explanation is filed and approved by the Board at least ten (10) calendar days in advance of the requested absence. When such leave is granted, the employee will be notified in writing.
- 1.5 **Jury Duty-** In the event that district employees are called for jury duty, the employee will receive full pay from the school district. All pay received during regular working hours for jury duty (excluding mileage for travel) will be given to the school district and credited to the appropriate account.
- 1.6 **Extended Leave-** With approval from the Board, employees shall be granted leaves of absence without pay for up to one (1) school year, providing a qualified replacement which can be found by July 1 following the request. Upon return from such leave, the employee shall be guaranteed the same position held

prior to the commencement of the leave. All rights of tenure, retirement, accrued sick leave, salary increments and other benefits provided herein shall be preserved and available to the employee upon his/her return to the district.

1.7 Association Leave- Should the Association send representatives to local, state or national conferences or other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing that the Association, for a total of eleven (11) aggregate days, shall reimburse the district for the cost of the substitute(s). A written notice of leave shall have been submitted to the superintendent five (5) days prior to the leave.

ARTICLE II - INSURANCE

2.1 Insurance

1. The District shall establish an insurance benefit pool for all certificated employees.
2. The District shall provide full Blue Cross medical, Blue Cross dental and Blue Cross vision insurance (PPO/1000) for each certificated employee. During the term of this contract the district will pay \$ 350.00 per employee per month for insurance. The association and the district agree to explore alternative insurance options and plans to control the rising cost to the employee and the district.
3. Each employee shall allocate the sum contributed to his/her credit among the various insurance benefits offered in the pool. The optional benefits offered in the pool shall be:
 1. Member plus one health
 2. Member plus one dental
 3. Member plus one vision
 4. Family health
 5. Family dental
 6. Family vision
4. Should the employee choose benefits whose premiums exceed the District's contribution, the employees shall authorize payroll deductions to pay the excess amounts. Such excess amounts shall be deducted under the Section 125 plan in effect.
5. Coverages in the insurance benefit pool shall begin on the effective date of this contract and be continuous twelve month coverage.
6. Insurance carriers and plans shall be mutually determined by the District and the Association.
7. Any employee that opts not to take medical insurance has the option to receive \$1000 per year to be in a Section 125 approved account.

2.2 Continuity of Coverage: All insurance coverage under this article shall remain in full force during the life of this agreement. When necessary, premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

ARTICLE III – GRIEVANCE PROCEDURE

6.1 Definition of Terms

“Grievance” is any complaint by a certified employee stating there has been a violation or inequitable application on contract provisions, or stating there has been an event or condition which adversely affects the welfare and terms or conditions of work of a certified employee or group of certified employees.

“Group Grievance” is two or more certified employees who make a common claim of a grievance.

“Days” shall be calendar school days except in the summer when they shall be weekdays excluding national holidays.

“Grievant” is a certified employee or group of certified employees claiming a grievance.

“Parties of Interest” are the grievant and/or any person who might be required to take action, or against whom action might be taken, in order to resolve the claim

6.2 Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may occur over the interpretation of the Agreement or Rules and Regulations concerning salary and benefits.*
- 2. Both parties recognize the right of the individual to try less formal procedures available to settle problems.*
- 3. No reprisals against the grievant or representative shall be taken by the Board or administration.*

6.3 Representation

- 1. A grievant may have a representative present, who shall be a regularly contracted certified employee of the school district, at any step of the procedure.*

6.4 Conditions

- 1. The fact that a grievance is accepted for processing under these procedures does not in itself constitute recognition by the Board that the grievance is either valid or legitimate.*
- 2. At any time the grievant does not meet the time limitations or agrees the grievance is either not legitimate or not valid, the grievance will be waived.*
- 3. All time limits shall be in days as defined. The number of days indicated at each level are considered maximums. There is no obligation by either party to consider any grievance not filed as prescribed by the procedures and in a timely manner. All time limits may be extended by mutual agreement in writing.*

6.5 Procedures

STEP 1:

- 1. Within twenty (20) days of the alleged grievance, or when the grievant had knowledge of it, the grievant shall attempt to resolve the grievance with the building principal or immediate supervisor and any administrator involved above the building level. If the grievance involves only an administrator above the building level, the grievant shall attempt to resolve the grievance with that administrator.*
- 2. If the grievance is not solved satisfactorily through discussion, a written grievance may be filed with the building principal or immediate supervisor, within ten days of the initial meeting to resolve the grievance, and any administrator above the building level if involved. At this time, the grievance must be reduced to writing and it must include:
 - a. The nature of the grievance**

- b. *The article, section and item of either the Agreement or District Policy or the contract that the grievant claims has been incorrectly or improperly interpreted or inequitably applied, and/or the event or condition that adversely affects the welfare and terms or conditions of work.*
 - c. *A statement of how the interpretation has adversely affected the grievant.*
 - d. *The name of the person(s) against whom the grievance is claimed.*
 - e. *The name of the person(s) claiming the grievance*
 - f. *The relief sought*
3. *Copies of the above will be presented to the President of the CTO and the Superintendent.*
 4. *Within ten days of receiving the written grievance, the building principal or immediate supervisor, and any administrator above the building level if involved, will give written notice of the decision including reasons for that decision.*
 5. *The grievant shall communicate, in writing, to the building principal or immediate supervisor whether the written decision of that individual is satisfactory or not, within ten days after receiving the written decision.*

STEP II:

1. *If the grievant is not satisfied with the decision at Step I, the written grievance is to be filed within ten days with the Superintendent and with the President of the CTO.*
2. *Within fifteen days of receiving the grievance, the Superintendent will meet with the grievant and a representative of the CTO in an effort to resolve the grievance.*
3. *Within ten days, the Superintendent will give written notice of his/her decision along with reasons. This written notice will be sent to all parties of interest.*

STEP III:

1. *If the grievant is not satisfied with the decision of the Superintendent, the grievant will have ten days after receiving the written notice from the Superintendent to request the grievance be filed with the Board.*
2. *At the next regular meeting of the Board, after the grievance has been filed with the Board, the Board will conduct an informal review of the grievance in executive session. The Board reserves the right to talk to any/all of the parties of interest during the review in executive session.*
3. *The Board will render a decision within ten days of the review of the grievance. The decision shall be put in writing and sent to all parties of interest.*

6.6 Grievance Investigation

The Board, administration and CTO shall cooperate in the investigation of any grievance.

6.7 Withdrawal of Grievance

A grievance may be withdrawn at any time.

6.8. Grievance Files

All documents, communications, and records dealing with processing of a grievance shall be confidential and filed separately from the personnel files of the participants.

ARTICLE IV - SALARY

3.1 Salary Schedule: The basic salaries of employees covered by this Agreement are set forth in the Idaho 2014-2015 Salary Allocation Schedule (see Appendix A). All days beyond the 184 days, prescribed by this contract shall be compensated at 1/184th of the employee's salary. The District will hire full time elementary positions. The high school will be staffed according to the educational needs of the 7-12th grade students. Secondary teachers will be hired at full time or part time, depending on their educational endorsements. The certified employee contract will be 184 days, with 5 paid holidays (Labor Day, Thanksgiving, Christmas, New Year's Day, and Memorial Day).

3.2 Allowable Experience (limited to 2008-2009 placement): Up to ten (10) years of Idaho approved teaching experience will be allowed for placement on the salary schedule for transfer teachers. Ten (10) years of experience would place the teacher on step 11. Seven (7) months of continuous teaching in a full day capacity, in any given single year is required to count as a year of experience. Substitute teaching shall not count as experience.

3.3 Training Increments (limited to 2009-2010 placement): To advance one (1) or more training increments, acceptable credit must be earned after completion of the BA degree. Twelve (12) semester hours of acceptable credit is required for replacement on the BA+12 step. Evaluation of official transcript is required for placement.

3.4 Placement on the- Salary Schedule: The salary category is determined by the number of years of service and training of the teacher before the opening day of school. The teacher must furnish an official transcript for evaluation in order to determine placement on the salary schedule. Grade reports, credit slips, unofficial transcript, etc., are not acceptable for evaluation. An officiate transcript 'of all credits earned must be kept on file in the office of the superintendent during employment.

3.5 Advancement on the Salary Schedule when funded by the State of Idaho: Teachers planning to advance on the salary schedule through additional credits and/or degrees must notify the superintendent of schools, in writing, not later than April 15th of their intention to work toward advancement on the schedule. All course work for advancement on the salary schedule must be completed prior to September 1st. Proof of credit by official transcript must be received in the District office by October 1 for salary schedule advancement. A teacher cannot advance more than (1) training step in one (1) year. The District will reimburse up to \$360 per certified employee per year for pre-approved college credits.

3.6 Salary Payments to Certified Personnel: Certified personnel of the Culdesac School District No. 342 shall be paid in twelve (12) equal monthly installments. Pay periods shall be the 20th day of the month. If the 20th falls on

non-workday, payday shall be on the last work day prior to the 20th day of the month.

3.7 Salary Increase: All State salary increases or reductions provided to the district during this contract will be provided to all employees.

3.8 Extra-Curricular Salaries: The basic extra-curricular salaries of employees covered in this agreement are set forth in Appendix B which is attached to and incorporated in this agreement. Extra-Curricular jobs shall be voluntary and have no bearing on an employee's regular contract. Employees will be given equal consideration for extra-curricular jobs. Employees may take one payment at the end of the season/year or ½ payment mid-season/mid-year and ½ payment at the end of the season/year.

3.9 Leadership Awards: The Board and the CTO agree that a "Leadership Committee" shall be formed consisting of representatives of the school district and the CTO for the purpose of developing a systematic method for the distribution of leadership award funds. The leadership committee shall consist of 1 elementary teacher and one secondary teacher selected by the CTO, the superintendent and the lead Board member on the District's negotiation team. The leadership team agrees to meet to establish an equitable formula for the distribution of all leadership funds allocated to the school district from the legislative appropriation for that fiscal year. Objective criteria will be established.

ARTICLE V – DURATION AND SIGNATURES

4.1 Duration: The provisions of this Agreement will be in effect as of July 1, 2014 and will continue and remain in full force and effect until June 30, 2015.

4.2 Agreement: This Agreement is signed this 15th day of May, 2014, and shall be binding upon the parties until June 30, 2015.

6/7	33850	35300	36150	37000	38750	39600	40450
7/8	34200	35850	36800	37750	39750	40700	41650
8/9	34550	36400	37450	38500	40750	41800	42850
9/10	34900	36950	38100	39250	41750	42900	44050
10/11		37500	38750	40000	42750	44000	45250
11/12					43750	45100	46450
12/13						46200	47650
13 or more							48850

APPENDIX B

2014-2015 EXTRA CURRICULAR SALARY SCHEDULE

H.S Boys/Girls Varsity Basketball	2500
H.S. Varsity Volleyball	2500
H.S. Varsity Softball	2500
H.S. Varsity Baseball	2500
H.S. J.V Boys/Girls Basketball	1500
H.S. J.V. Volleyball	1500
J.H. Boys/Girls Basketball	1000
J.H. Volleyball	1000
Honor Society Advisor	125
Seventh Grade Advisor	50
Eighth Grade Advisor	50
Freshman Advisor	50
Sophomore Advisor	50
Junior Advisor	50
Senior Advisor	1000
Youth Legislature Advisor	600
FFA Advisor	1000
BPA Advisor	1000
Robotics Club Advisor	500

ASB Advisor	1000
Twirling Advisor	350