

**NEGOTIATIONS**

**AGREEMENT**

Between the

**CULDESAC TEACHERS ORGANIZATION**

and the

**BOARD OF DIRECTORS**

**CULDESAC SCHOOL DISTRICT NO. 342**

2015 -2016

**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 **Sick Leave Bank**

1. At the beginning of each school year, each employee shall be credited with ten (10) days of sick leave allowance.
2. Employees employed on a part-time basis or for part of the school year shall receive a prorated portion of the annual sick leave.
3. The unused portion of such allowance shall accumulate from year to year without limit.
4. Sick leave is to be used for absences caused by personal illness or emotional upset by accident or illness, which renders the employee incapable of carrying on his/her teaching duties, including childbearing.
5. Employees shall be allowed to use twelve (12) accumulated sick leave days when such absence is due to illness of a member of the individual's immediate family, which shall include, spouse, mother, father, or employee's own children. Extensions of this leave of up to five (5) additional days shall be made with the employee paying the cost of the substitute. Sick leave beyond the immediate family may be requested for approval by the superintendent.
6. **Sick Leave Bank**
  1. Each employee of the district covered by this contract may participate in the Sick Leave Bank. To participate, each employee shall contribute on one (1) of his/her earned sick leave days by September 1<sup>st</sup>. Sick leave days thus contributed shall be deducted from the individual's annual sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days, extending beyond the employees accumulated sick leave, which will be available to all eligible participating employees upon recommendation of the Sick Leave Bank Committee.
  2. Application for use of the Bank shall be submitted to the Sick Leave Committee for their recommendations. The committee shall review the request and determine the eligibility of the employee. If the committee deems necessary, it shall require proof of illness at the time of application and from time to time after a grant has been made.
  3. The committee shall have the authority to establish such guidelines as it deems necessary to implement this program. Guidelines shall have the approval of the association. After complete review of the application, the committee shall have the authority to make final decisions within the guidelines as to the disposition of the case.

4. In order for an employee to be eligible to apply for sick leave benefits from the Sick Leave Bank, the employee must first: (1) Be a contributor to the bank and (2) have been absent from work due to illness or accident for all his/her accumulated sick leave days and 5 additional workdays/35 hours.
5. The Sick Leave Bank Committee shall determine the number of sick leave days each participant must contribute in order to keep the Bank solvent. The Sick Leave Bank will maintain no more than 60 days total at any one time.
6. The maximum number of days that can be granted in any one fiscal year shall not exceed 2 times the number of participatory employees and/or the number of days in the bank. In no case will the granting of leave cause an employee to receive more than his/her annual salary for that year.
7. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.
8. Bank grants to individual employees will not be carried over from one fiscal year to another, and all such grants will end at the termination of the fiscal year. If the employee does not use all of the days granted by the Bank, the unused sick leave days will be returned to the Bank.
9. The Sick Leave Bank Committee shall consist of two (2) Association members appointed by the President, the school district clerk and the superintendent or his/her designee. The Committee shall develop and distribute rules and procedures for orderly administration of the Bank not inconsistent with the terms of this agreement. 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 employee's records.

**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 or PPO Economy 3000 ) for each certificated employee. During the term of this contract the district will pay \$ 445.75 per employee per month and \$ 100 per month for employee dependents 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 I:

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 1/184<sup>th</sup> 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 7-12<sup>th</sup> 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 paid holidays (Labor Day, Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, President'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 15<sup>th</sup> 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 1<sup>st</sup>. 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 20<sup>th</sup> 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, 2015 and will continue and remain in full force and effect until June 30, 2016.

**4.2 Agreement:** This Agreement is signed this 14th day of May, 2015, and shall be binding upon the parties until June 30, 2016.

### IN WITNESS, THEREOF:

For the CTO:

For the Board:

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President, Culdesac Teachers  
Organization

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Chair, Board of Trustees  
Culdesac School District # 342

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Chief Negotiator, Culdesac  
Teachers Organization

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Superintendent  
Culdesac School District #342



## APPENDIX B

### 2015-2016 EXTRA CURRICULAR SALARY SCHEDULE

<u>Athletic Director</u>	<u>\$500 or 1 class period</u>
H.S Boys/Girls Varsity Basketball	2500
H.S. Varsity Volleyball	2500
H.S. Varsity Softball	2500
H.S. Varsity Baseball	2500
<u>H. S. Track</u>	<u>2500</u>
H.S. J.V Boys/Girls Basketball	1500
H.S. J.V. Volleyball	1500
J.H. Boys/Girls Basketball	1000
J.H. Volleyball	1000
<u>J. H. Track</u>	<u>1000</u>
Honor Society Advisor	125
<u>Sixth Grade Advisor</u>	<u>50</u>
Seventh Grade Advisor	50
Eighth Grade Advisor	50
Freshman Advisor	<u>100</u>
Sophomore Advisor	<u>100</u>
Junior Advisor	<u>250</u>
Senior Advisor	1000
<u>Trapshooting Club Advisor</u>	<u>1000</u>
Youth Legislature Advisor	600
FFA Advisor	1000
BPA Advisor	1000
Robotics Club Advisor	500
ASB Advisor	1000
Twirling Advisor	350
<u>Yearbook</u>	<u>300 and IHSAA Activity Pass</u>
<u>Game Supervision</u>	<u>\$50/game</u>