

## **AGREEMENT AND PREAMBLE**

This Negotiated Master Agreement is entered into between the Board of Trustees of the Teton School District No. 401 (hereinafter the "Board") and the Teton Education Association (Hereinafter the "Association").

### **RECOGNITION**

The Board, has recognized the Association as the exclusive bargaining representative for Negotiations for the Negotiated Master Agreement for the 2015-2016 school year, as defined in Section 33-1271, Idaho Code, for all non-administrative professional certificated employees of the District, specifically excluding the Superintendent, Principals, and other administrative supervisory personnel as defined by the Idaho System of Educational Excellence (ISEE) and any other administrative personnel employed by the District.

### **ARTICLE 1. PROCEDURE**

- A. Good Faith and Statutory Procedures.** The respective parties agree to enter into negotiations consistent with the statutory provisions found in Section 33-1271, et. seq.
- B. Commencement of Negotiations.** Negotiations for the Negotiated Master Agreement shall commence within thirty (30) days of a written request by either party in the time period between March 15<sup>th</sup> and May 15<sup>th</sup>.
- C. Negotiation Sessions.** Sessions for the purpose of negotiations shall take place at times mutually agreed to by the parties and be held in a manner consistent with applicable Idaho Law.
- D. Provision of Information.** During negotiation and upon request, the Board and the Association shall respectively present relevant data and exchange respective positions. To the extent prepared, the Board will provide the Association with tentative budgetary documentation during the negotiation process. To the extent otherwise requested, the Board will make available any other pertinent public records data.
- E. Tentative Agreements.** Each Tentative Agreement shall be signed by each respective party by the chief negotiator during the time at which such Tentative Agreement is reached. Copies of the Tentative Agreements shall be maintained with the official minutes of the negotiations sessions.

- F. Ratification of Final Agreement.** When a Tentative Negotiated Master Agreement is reached, the entire Tentative Negotiated Master Agreement shall be ratified as provided in Idaho Code. The Association shall provide written verification to the Board of ratification. Upon ratification by each of the respective parties, the Negotiated Master Agreement for the 2015-2016 school year shall be signed by the representative of each party.
- G. Dispute Resolution.** In the event of dispute as provided in Section 33-1274, Idaho Code, a mediator or mediators shall be appointed.
- H. Duration of Agreement.** The duration of this Negotiated Master Agreement will be from July 1, 2015 through June 30, 2016.

## **ARTICLE 2. ASSOCIATION/TEACHER RIGHTS AND RESPONSIBILITIES**

- A. Right to Organize.** The parties agree that the individual teacher shall have freedom of association and organization, without reprisal.
- B. Information/Documentation.** The Association shall be provided with access to requested public information regarding mutual interests and concerns. This information shall include financial documentation and teacher salary grid placement.
- C. Use of Buildings.** The Association and its representatives will be permitted to transact necessary Association business/meetings on school property, provided that this does not disrupt regular school operations. Such facility use must be scheduled through the building administrator prior to the day of the planned use.
- D. Use of District Equipment.** The Association may use District printing equipment for Association business, provided such use does not interfere with normal school use
  - 1. The Association shall reimburse the District for any consumable materials used (i.e. paper, toner) at the same rate per page as associated with the District's response to a public records request.
- E. Use of School Communications Forums.** The Association may post notices of activities and business on bulletin boards designated for this use. The District e-mail, mail service and teacher mailboxes may be used for Association communications provided such communication is consistent with the District's Computer Use Policy.
  - 1. Should the District's Board or District's Administration believe that there has been an abuse of the District's e-mail, mail services and/or teacher mailbox associated with association use, the District's Administration will contact the Association's President for a meeting to address the solution. Such solutions may include the isolated or total cessation of the use of the email, mail service and/or other teacher mailboxes for Association purposes.
  - 2. The Association recognizes that the communications placed onto the District's bulletin board or advanced through use of the District's email, mail-services or mailboxes may be deemed public record and the District may

have to produce such to any individual or governmental entity through an appropriate public records request.

- F. Faculty Meetings.** Reasonable time shall be provided at the conclusion of a faculty meeting to present Association announcements.
- G. Select Policy Amendment.** From July 1, 2015 through June 30, 2016, should the District's Board of Trustees seek to address for possible amendment in relation to certificated professional employees encompassed under this Agreement, any of the below selectively enumerated policies, the President of the Teton Education Association shall be provided with advance notice of such possibility. The President will be provided with the opportunity to meet with a District Administrative Representative to address the proposed language modification and to provide the Association's input regarding the same. Though the Board seeks out input from multiple sources in regard to policy development, including that of the professional certificated employees, the Board retains final discretion to make amendment or modification of policy, if any, at a publicly held meeting of the District's Board of Trustees.

The Board Policies subject to this provision are as follows:

|                 |                                  |
|-----------------|----------------------------------|
| 1. Policy 5400  | Leaves of Absence                |
| 2. Policy 5400F | Leaves of Absence Request Form   |
| 3. Policy 5401  | Sick Leave Bank                  |
| 4. Policy 5410  | Family Medical Leave             |
| 5. Policy 5410  | Family Medical Leave – Procedure |
| 6. Policy 5440  | School Holidays                  |

- H. Committees.** The Parties agree that the following Committees shall be formed to include representatives from the District Administration as well as the Association. Committees shall consist of a member assigned by the Association President, a member assigned by the Superintendent as representatives of each of the District's respective buildings. Where appropriate, such committees may include other school district stakeholders. The purpose of these committees is to make recommendations to the District's Administration, Superintendent and/or School Board.

1. Leadership Committee. The Leadership Committee shall work to address the development of a proposed equitable formula, based on objective criteria, for the distribution of all Leadership Funds allocated by the District through the State's Leadership Allocation.
  - a. The composition and activities of the Leadership Committee shall be consistent with the provisions of section 33-1004J, Idaho Code, and shall also include other district stakeholders as mandated by such provision.
2. Technology Committee. The Technology Committee shall work to address equitable and necessary technology upgrades and support throughout the school district's buildings and programs.
3. Calendar Committee. The Calendar Committee shall work to address the development of a proposed school calendar, taking into consideration the needs of each building and program, for such to be presented to the Board for consideration and possible final approval.
4. Professional Development Committee. The Professional Development Committee shall work to identify and discuss the professional development needs and opportunities for each program, school building and grade level as well as the development of a proposed plan/program to address such needs through the available professional development resources available.

At the discretion of the District's Board and/or Superintendent as applicable, the Association President may be invited to participate (directly or through a designee) on other individual Board Committees and/or Administrative Meetings held by the Superintendent where the Board and/or the Superintendent believe that the participation is beneficial to the function of the school district.

- I. **Association President Release Time.** For the 2015-2016 school year, the Association President shall be given paid release time up to        days for the purpose of addressing Association business, with substitute costs borne by the District.

In addition,        members of the TEA (official delegates) shall be provided with paid release time to attend the IEA Delegate Assembly, with substitute costs borne by the District.

Any and all costs beyond the District-paid designated days provided for in this Article or pre-approved in writing by the District's Superintendent, including substitute costs, shall be borne by the local TEA.

**J. Basic Responsibilities.** There are certain basic responsibilities that all certificated employees must adhere to in all classroom and professional situations, they are as follows:

1. Certified employees will follow the Code of Ethics for Idaho Professional Educators.
2. Certified employees will not use profanity in the presence of students.
3. Certified employees will present both sides of any controversial issue addressed in any classroom.
4. Certified employees will follow all approved district curriculum guidelines.
5. Certified employees will follow district policy, state and federal laws, rules and regulations.
6. Certified employees will respect the protected rights of their students and community.
7. Certified employees will honor confidentiality in respect to student and confidential personnel matters.

**K. Additional Duty.** Certificated professional employees will be expected to carry a reasonable and equitable amount of extra duty and to bear his/her share of class sponsorships, noon hour duty, bus loading supervision and other supervisory activities.

**L. Supervision of Students.** All certificated professional employees will be expected to remain with their classes during class time and to not leave their classrooms unsupervised.

**M. Professionalism.** All school employees shall work and interact in a professional and positive manner.

**N. Lawful and Appropriate Use.**

1. The Association's use of school facilities, school communication forums and school equipment must be consistent with the provisions of Idaho Law and the Code of Ethics for Idaho Professional Educators.
2. The Association, its agents, representatives and affiliates shall not utilize school facilities, school communication forums and school equipment for the advocacy of political views or for political purposes.
3. The Association, its agents, representatives and affiliates shall honor a certificated professional employee's request to not receive Association information and/or contact/communications relating to the Association
4. Unless otherwise specifically enumerated in this Agreement or specifically authorized by the District's Superintendent, the Association, its agents, representatives and affiliates shall honor the contract day and shall not engage in Association business while contractually obligated to District service.

### **ARTICLE 3. WORKING CONDITIONS**

**A. Hours at School.** A Teacher shall be required to be present and working at the school's property for a seven and one half (7.5) hour consecutive period, inclusive of a lunch period of no less than thirty (30) consecutive minutes. All teachers will be expected to be at their respective buildings for this seven and one half (7.5) hour period consistent with the building's scheduled hours of operation and instruction.

1. Each building administrator has been delegated authority to make isolated and limited adjustments to the hours any individual is required to be on school property.
2. If a school-related duty causes an employee to either start the day earlier than their building colleagues or end the day after their building colleagues, that individual Teacher's schedule will be adjusted accordingly to seven and one half (7.5) consecutive hours, with adjustments subject to building administrator approval.

**B. Teacher Non-Student Contact Days.** For the 2015-2016 school year, five (5) non-student contact days shall be scheduled during the year as follows:

1. Teachers shall have one (1) scheduled full day prior to the first student contact day of the school year. On this day, Teachers shall have time to prepare their classroom for the start of the school year.
2. At the end of each quarter, Teachers shall have one (1) day to work on lesson plans and student grading.
3. At the end of the school year, Teachers shall have one (1) day to work on all necessary tasks to conclude the school year. An exception to this may be flex-days which will be decided by building staff and administrators.
4. On the aforementioned non-student contact days, no staff meetings shall be held which are longer than thirty (3) minutes in duration.

**C. Open House/Back To School Nights.** Elementary School Teachers and Middle School Teachers shall work with respective building administrators and vote on the scheduling of any Open House or Back-to-School Night. Such Teachers will be given flex-time of up to two (2) hours to compensate for mandated attendance at these evening events. Such flex-time shall be arranged individually with the building administrator at the building level.



- D. Lunch.** All Teachers will be provided thirty (30) consecutive minutes of daily lunch break.
- E. Faculty Meetings.** Thirty (30) minutes per each instructional week may be scheduled for building level Faculty Meetings or Building Level Committee Meetings. Every effort shall be made to keep these meetings to a period of no greater than thirty (30) minutes. If a meeting exceeds thirty (30) minutes, it is the responsibility of the Teacher to stay for the remainder of the meeting should they otherwise not have an assigned duty or responsibility or a scheduled parent or other district/school related meeting. Faculty Meetings may be held either in the morning or afternoon based upon consultation between the building administrator and building faculty and in consideration of the building administrator's schedule.
- F. Planning Time.** The Parties acknowledge that Teachers often work on school-related activities outside of the contracted hours they are required to be present upon the school's property, for the benefit of the District and its students. The Board, administration and the Association agree that Teachers shall be provided with as much Planning Time as is reasonably practicable to prepare the classroom environment and to prepare for classes and students during traditional contract hours.

Minimum Planning Time at each building/grade level shall be as follows:

1. Elementary Teachers shall have a minimum of three and one half (3.5) hours a week of duty-free, self-directed Planning Time. The Association and the Administration shall continue to work toward a goal of providing Elementary Teachers with additional Planning Time each week.
2. Elementary Physical Education Teachers shall have
3. Middle School Teachers shall have the equivalent of one class period of duty-free, self-directed Planning Time daily. Planning Time will be continuous.
4. High School Teachers shall have the equivalent of one class period of duty-free, self-directed Planning Time daily. Planning Time will be continuous.

**G. Class Size.**

1. All parties recognize the benefits which may be gained due to smaller class sizes and shall continue to make every possible effort to distribute student class assignments equitably among the available teaching staff within each building and to keep class sizes as small as possible. The parties recognize that these goals are limited by financial resources available to the district but recognize a goal of the Board and Association as follows:

|             |                       |
|-------------|-----------------------|
| Grades K-1: | 20 Students per class |
| Grades 2-3  | 23 Students per class |
| Grades 4-6  | 24 Students per class |
| Grades 7-12 | 26 Students per class |

2. Within each building, concerted efforts shall be made to maintain equitable class sizes and subgroup distribution within the Teacher's schedule and within each department except when configuration is based upon an instructional model (i.e. ELL, SpEd). Specialized staff will be consulted about subgroup distribution and instructional models.
3. Teachers and administrators will work to resolve issues at the lowest possible level. After attempting this, if no resolution is reached, in those classes where a Teacher believes the class size or subgroup distribution to discuss the situation and attempt to arrive at an acceptable solution. This meeting shall include the Teacher, Principal and/or a designee of the Superintendent. Upon request, a representative of the Association may be invited to attend.

**H. Professional Environment and Conduct.** It is important to the success of the students and the overall operation of the District that all employees speak, act and behave in a manner that strives to establish a positive and professional working and educational environment.

Each building administrator and/or the Board will take appropriate steps to ensure that all Teachers are educated about bullying/harassment in the workplace and in the educational setting and are advised of the appropriate steps and remedies that are available.

If a Teacher believes that he/she has been subjected to bullying/harassment, an attempt shall first be made to resolve the problem with whom the issue exists. If the issue remains unresolved, the Teacher shall contact the appropriate administrative official to

address the concern. At any level the Teacher may request an association representative.

Should this informal resolution process not address the concern to full satisfaction, the employee may utilize the District's grievance policy.

If a Teacher observes any student of the District being subjected to any form of bullying/harassment or intimidation (including in a technological or cyber format) the Teacher has an affirmative obligation to immediately notify the school's administration and take necessary actions available to cease such inappropriate student conduct.

**I. Communication.**

1. The Association and individual Teachers acknowledge that the Board and the Board's Administration are responsible for representing the School District and making public commentary on behalf of the School District.
2. The Association and individual Teachers are not prevented from representing themselves, their thoughts and/or their perspectives so long as such statements are within the teacher's First Amendment Right of Free Speech and are not otherwise in violation of the Code of Ethics for Idaho Professional Educators. When making any such statement, the Association and /or any individual teacher must specifically and affirmatively state that they are expressing their own individual opinion and not that of any other school employee, the Board or Administration and that they are not speaking on behalf of the school or the District.

## ARTICLE 4. LEAVES

### A. Leave with Pay.

Each Teacher shall be entitled to the following leave time, without loss of compensation:

1. Sick Leave. At the commencement of the school year, each Certificated Professional Employee shall be credited with Sick Leave allowance per Section 33-1216, Idaho Code (i.e. one (1) day per each month of service). Certificated Professional Employees shall be entitled to utilize such earned/accrued Sick Leave without salary deduction and can utilize such leave regardless of the availability or unavailability of a substitute employee.
  - a. A Certificated Professional Employee shall be allowed to accumulate unused Sick Leave from year to year up to a total of one hundred eighty (180) days.
  - b. Sick Leave may be used for absences caused by personal or immediate family illness, accident, injury, preventative care or health assessment.
  - c. Under current Idaho Law, portions of accumulated unused sick leave may be available for use upon retirement for the purchase of medical insurance and shall be reported by the District to PERSI pursuant to Section 33-1228-2, Idaho Code.
2. Sick Leave Bank. The District shall have in place a Sick Leave Bank Policy and procedure available to the benefit of the Certificated Professional Employees.
3. Bereavement Leave. All Certificated Professional Employees who have a death in the immediate family are eligible for Bereavement Leave. The Superintendent has been delegated the authority to grant up to five (5) days of Bereavement Leave to such Certificated Professional Employees.
  - a. Should a Certificated Professional Employee be in need of a period of greater than five (5) days of Bereavement Leave, a request must be made and granted by the Board. A grant of such by the Board shall not exceed a period of ten (1) total days of Bereavement Leave unless such is prescribed by a physician in which case sick leave and/or sick leave bank may be applicable.

- b. In the instance where the Board grants a Certificated Professional Employee Bereavement Leave in excess of the five (5) days provided for by this provision, such additional days shall be deducted from the accumulated and available days in the Sick Leave Bank.
  - c. Immediate Family shall be defined to include: Father, Mother, Siblings, Husband, Wife, Children (including "step" and "in-law" relations), Grandparent, and Grandchildren. Other requests may be approved by the Superintendent on an individual basis.
- 4. Personal Leave. Each Certificated Professional Employee, with Building Principal approval, is provided with four (4) Personal Leave days per year, without penalty.
  - a. Certificated Professional Employees who do not utilize their Personal Leave days shall be reimbursed at the current certified substitute employee pay for each of the days of unused Personal Leave. Such payment will be made at the conclusion of the school year.
  - b. Personal Leave request must be made, in writing, to the Building Principal and entered into the AESOP at least three (3) days prior to the day of requested Personal Leave. Building Principals may make exceptions to the three (3) day rule in case of an emergency.
  - c. All Certificated Professional Employees shall provide appropriate lesson plans for the substitute teacher to cover the period of absence.
- 5. School Holidays. School Holidays shall be addressed in the approved school calendar and will be reviewed for calendar recommendation by the Calendar Committee.

**B. Leave without Pay.**

- 1. Sabbatical Leave of Absence.
  - a. A Certificated Professional Employee may be granted a Sabbatical Leave of Absence, without pay, for one (1) school year duration after such employee has completed employment with the District for a minimum of five (5) continuous years.

1. A request for Sabbatical Leave of Absence shall be made to the Superintendent for recommendation to the Board for a final decision. A request for such leave must be received by the Superintendent no later than March 15<sup>th</sup> of the year preceding the requested year of leave.
  2. The Superintendent shall notify the Certificated Professional Employee of the Board's decision within thirty (30) days of the request. Such notification shall include information as to the approval or denial of the request and, if denied, the basis for such denial.
    - a. Granting of Sabbatical Leave of Absence shall be contingent upon the District's ability to find a qualified replacement.
  3. Certificated Professional Employees granted Sabbatical Leave of Absence shall not have their status changed or reduced in regard to placement on the District's Salary Schedule and shall not lose any accumulated Sick Leave or Renewable Contract Status.
  4. A one (1) year extension of Sabbatical Leave of Absence may be requested, in writing, received by the District no later than March 15<sup>th</sup>. A second year of Sabbatical Leave of Absence will only be allowed if the second year immediately follows the original first year of the Sabbatical Leave of Absence. In the circumstance of such a request, the Superintendent will provide the Board's decision within thirty (30) days of the request.
  5. A Certificated Professional Employee on Sabbatical Leave of Absence may maintain their District-provided insurance benefits, only if the employee assumes the cost of such applicable premiums.
  6. Upon completion of Sabbatical Leave of Absence, absent a District RIF eliminating a program for which the employee is solely qualified, a Certificated Professional Employee shall be returned to their original position or an equivalent position in a field in which they are properly certified/endorsed.
  7. Only one (1) Sabbatical Leave of Absence will be considered every five (5) years of continuous employment for each Certificated Professional Employee.
- b. Certificated Professional Employees on an approved Sabbatical Leave of Absence shall notify the Superintendent, in writing, no later than March 15<sup>th</sup> of the intention to return the following school year. Failure by the Certificated

Professional Employee to provide such written notice on or before March 15<sup>th</sup> shall be deemed a resignation by the employee, indicating an intention to not return and the employment relationship will be severed.

2. Family Medical Leave. The District will follow the mandates of the Federal law associated with the Family and Medical Leave Act, as applicable, as such may be amended from time to time.

## ARTICLE 5. COMPENSATION

For the purpose of Article 5, Compensation shall be defined as Insurance and Salary of Certificated Professional Employees of the District who are subject to the terms and conditions of this Agreement.

### A. Insurance

1. The District shall provide access to complete health care protection, including the District's contribution to a Fringe Benefit Pool of \$390.00 per month for each full-time certificated professional employee, to be utilized to offset the costs of the District's Group Health Insurance premiums.
2. The District shall provide Term Life Insurance in the amount of \$20,000 for each certificated professional employee working twenty (20) hours or more, per week.
3. In the event Blue Cross sends the District a return of paid insurance premium, this sum will be put into a pool to be equitably distributed to the District's employees who participated in the Blue Cross benefit during the prior school year. Such will be distributed in a manner considering the employee's contributions, minus the District cost for Fringe Benefits: PERSI, PERSI Sick Leave, FICA and Workman's Compensation.
4. Absent Court order, the company elimination of the Insurance offering from the Insurance Company or mutual consent of the parties, the District shall not make any changes to the program or carrier during the one year term of this Agreement.

### B. Salary - **WE NEED TO ADDRESS HOW YOU WANT/IF YOU WANT TO DISTINGUISH BETWEEN PPS AND INSTRUCTIONAL STAFF PERSONNEL IN COMPENSATION AS THEY ARE FUNDED DIFFERENTLY FOR THIS YEAR.**

1. Any certificated professional employee who wishes to be considered for movement on the District Salary Grid:
  - a. Must notify the District's Clerk of the credits earned by the certificated professional employee no later than September 1<sup>st</sup>.
  - b. Must provide the District's Clerk with a copy of the official transcript relating to such credits no later than September 15<sup>th</sup>.
  - c. Must provide the Teacher Certification Office of the Idaho State Department of Education a copy of transcribed credits as provided for in Section 33-1004B(4), Idaho Code, as adopted by the 2015 Idaho Legislature.



- d. An exception to requirement "b", above, will be made only if the Accredited University issuing the credit(s) has sent an official letter to the District's Clerk stating the certificated employee has completed and earned the credits, but a transcript has not yet been issued.
2. The salary for certificated professional employees is based upon the placement of each respective certificated professional employee upon the District Salary Grid, appended as Appendix "A".
3. Certificated professional employees shall be paid in twelve (12) monthly installments as identified in the Standard Teacher's Contract.
4. The District Salary Grid is based upon 190 days of contracted service.
5. Placement on the District Salary Grid shall be based upon
6. For the 2015-2016 School Year, the Idaho Legislature has mandated that no full time instructional staff member shall earn less than \$32,700.

**C. Other Employee Benefits**

1. The District will reimburse professional certificated employees up to the sum of \$300.00, annually, for professional development costs incurred for such costs that have been approved by the Building Principal and/or Superintendent. If the employee does not utilize the \$300.00 reimbursement sum during the current school year, the employee may roll such sum over to the next school year. Such rolled-over sum shall only be good for and accessible for use for the subsequent year and if not utilized for approved professional development reimbursement during the second year, such sum shall reimbursement entitlement to such sum shall be extinguished.
2. Each certificated professional employee and his/her immediate family (defined as: spouse, school aged child/children) shall receive free admittance into all school sporting events, plays and other activities sponsored by the School District wherein an entrance fee would otherwise be charged.

APPENDIX A  
DISTRICT SALARY GRID  
2015-2016 SCHOOL YEAR