

NEGOTIATED MASTER CONTRACT

BETWEEN

TETON EDUCATION ASSOCIATION

AND

TETON COUNTY SCHOOL DISTRICT 401

July 1, 2014 – June 30, 2015

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AGREEMENT

This Agreement is entered into by the Board of Trustees of Teton School District 401 (hereinafter referred to as the Board) and the Teton Education Association (hereinafter referred to as the Association), pursuant to Idaho Code 33-1271 through 1275.

Article 1: BARGAINING UNITS

The Board recognizes the Association as the exclusive bargaining representative for negotiations as defined in 33-1271 of the Idaho Code for all professional certified employees in the District, excluding superintendent, supervisors, and principals.

Article 2: PROCEDURE

A. Good Faith Negotiation

The parties agree that their duly designated representatives shall meet and negotiate in good faith with the intent to reach agreement and with such agreement reduced to writing, with respect to terms and conditions of professional employment or any matters affecting such. Each party shall select its own representatives.

B. Commencement of Negotiations

Negotiations for the Master Contract shall commence within 30 days of a written request by either party in the time period between March 15th and May 15th of each year.

C. Negotiations Sessions

Negotiations sessions shall take place in open sessions at mutually agreeable times and locations.

D. Negotiation Information

During negotiation, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Board will provide the Association with a complete tentative line budget for the next fiscal year as well as preliminary budget proposals, requirements, and allocations. The Board will also make available to the Association all pertinent public records, data, and other information of the school district for developing intelligent, feasible, and constructive proposals on behalf of teachers, students, and the school system.

E. Tentative Agreement

Tentative Agreements shall be signed by the chief negotiator for each party at the session during which agreement is reached.

F. Ratification of Agreement

When agreement is reached on all items, the entire agreement shall then be made in writing and submitted for approval to the Board and the Association. Approval/disapproval shall be on the total package. Total package is defined as all the proposals to which both parties have agreed. This includes all previous agreed upon proposals as well as new ones. When ratified by both parties it shall be signed by both parties by their representatives.

G. Dispute Resolution

As per Idaho Code 33-1274. APPOINTMENT OF MEDIATORS -- COMPENSATION. In the event the parties in negotiations are not able to come to an agreement upon items submitted for negotiations under a negotiations agreement between the parties, one or more mediators may be appointed. The issue or issues in dispute shall be submitted to mediation at the request of either party in an effort to induce the representatives of the board and the local education organization to resolve the conflict. The procedures for appointment of and compensation for the mediators shall be determined by both parties.

Article 3: ASSOCIATION RIGHTS

A. Right to Organize

The Board and the Association agree that the teachers shall have full freedom of association, self-organization, and the designation of representatives of their own choosing. The teachers shall be free from interference, restraint, or coercion by the Board in the selection and designation of formal representatives.

B. Pertinent Information

The Board and the Superintendent agree to supply the Association with requested information, except as prohibited by law or considered private, including but not limited to the following: financial reports budgets, projected budgets, school census data, and the educational degree and placement upon the salary schedule of all teachers.

C. Use of Buildings

The Association and its representatives can use District buildings for meetings.

D. Use of District Equipment

The Association can use District printing equipment for Association business, provided such use does not interfere with normal school use. The Association will reimburse the District for any consumable materials used.

E. Use of School Communication Facilities

The Association can post notices of activities and business on the bulletin boards designated for this use. The District mail service and teacher mailboxes can be used for Association communication.

F. Involvement at Faculty Meetings

Reasonable time shall be provided at faculty meeting to present Association announcements.

G. Association Involvement in Committees

1. The Association President shall be a nonvoting member of all Board committees. In addition, the Association President or his/her designee shall be provided notice and opportunity to attend and participate in any and all committee meetings. It is the intent of the parties that the Association be provided the opportunity to participate in the meetings in which district policy and procedure are formulated.
2. The Association President shall be provided the opportunity to attend other meetings called by the district administration, school board, and/or the State Department of Education where his/her attendance is beneficial to the function of the school district. The Association President is not expected to attend every meeting; however, he/she will be provided an invitation upon his/her request. To facilitate these services provided by the Association President, the District will provide substitute coverage.
3. The parties agree that Committees shall be formed consisting of representatives from the School District and the Association for the purpose of making decisions to support instruction. Committees shall consist of a member assigned by the Association President, a member assigned by the Superintendent, and a representative from each

building. The purpose of these committees is to make recommendations to administration, superintendent, and/or school board.

The following are the proposed committees:

- a. The Leadership Committee shall agree to an equitable formula for the distribution of all such leadership funds allocated to the School District based upon objective criteria.
- b. The Technology Committee will agree to equitable technological upgrades and support within the School District.
- c. The Calendar Committee will agree on the next year's calendar taking into consideration the needs of each building.
- d. The Professional Development Committee shall discuss the needs of each grade level and building and will agree on the best ways to meet those needs with professional development.

H. Association President Release Time

Each school year, the Association President will be given release time up to fifteen (15) days for Association business. Each school year, official delegates of the Association will be allowed to leave without loss of pay to attend regularly scheduled official meetings of state education association (i.e. IEA Delegate Assembly, standing committees, and task force meetings). Substitute costs will be borne by the District.

Article 4: GRIEVANCE PROCEDURE

See board policies 2340, 3210, 4120, 4120F, 5250 and 5500. Policies 2340, 3210, 4120, 4120F, 5250 and 5500 must be adhered to by the Board and the Association and any changes must be negotiated by both parties. It is a goal of both parties to review the timelines in the fall of 2014. At that time the existence of policy 4340 shall be clarified.

Article 5: WORKING CONDITIONS

A. Planning Time

The Board, administrators, and the Association acknowledge that teachers donate significant personal time working outside school contract hours for the benefit of the District and its students. The Board, administration and the Association agree that teachers shall be provided with as much time as is

reasonable to prepare the classroom environment and to prepare for classes and students during contract hours.

Minimum planning time at each building level shall be as follows:

1. Elementary teachers shall have a minimum of three and a half (3.5) hours a week of duty-free, self-directed planning time. The association and the administration will work towards the goal of four (4) hours per week.
2. Middle school teachers shall have the equivalent of one class period of duty-free, self-directed planning time daily. Planning time will be continuous.
3. High school teachers shall have the equivalent of one class period of duty-free, self-directed planning time daily. Planning time will be continuous.

B. Lunch

All teachers will be given thirty (30) consecutive minutes of a daily lunch break.

C. Faculty Meetings

Thirty (30) minutes per five day 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 thirty minutes, but if a meeting exceeds that time, it is the responsibility of the certificated employees to stay for the remainder of the meeting when possible. Faculty meetings may be held either in the morning or the afternoon based upon a majority vote of the teachers within a building and the building administrator's schedule.

D. Work Days

1. Work Day: The employee work day shall be a standard seven and a half (7.5) consecutive hours inclusive of a duty-free lunch period, no less than thirty (30) consecutive minutes. All teachers will be expected to be at school from 8:00 am through 3:30 pm, with adjustments subject to building administrator approval.
2. If a school duty causes the District employee to start the day earlier than 8:00 am or end later than 3:30 pm, then the teacher's hours will be adjusted accordingly to seven and a half (7.5) consecutive hours, with adjustments subject to building administrator approval.

3. Five (5) non-teaching work days shall be scheduled during the school year as follows:
 - a. Teachers shall be given one full day prior to the first student contact day of the school year. On this day, teachers will be given time to prepare their classrooms for the start of the new school year.
 - b. At the end of each quarter, teachers shall be given one day to work on lesson plans and grading.
 - c. Teachers shall be given one day at the end of the year to work on all necessary tasks an exception to this may be flex days which building staff and administrators will decide.
 - d. No staff meetings or trainings longer than thirty (30) minutes will occur on these work days.
4. Elementary and middle school employees shall vote on the scheduling of any Open House or Back-to-School night, and be given flex time of up to two hours to compensate for these required evening events.

E. Class Size

1. The Board, administration and the Association recognize the benefits gained from smaller class size and shall make every possible effort to distribute the existing student load equitably among the available teaching staff within each building and keep class size as small as possible. This is the goal of the district and the association.

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 on an instructional model (i.e. ELL, SpEd). Specialized staff will be consulted about subgroup distribution and instruction 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 the teacher believes the class size or subgroup distribution is excessive or inequitable, the affected teacher(s) may

request a meeting to include the teacher, the principal, and/or an administrator selected by the Superintendent as well as, upon request, a representative from the Association to discuss the situation and attempt to arrive at an acceptable solution.

F. Positive Work Environment

1. It is critical to establish a positive work environment in each building.
2. Bullying, the social and/or administrative abuse of power and related behaviors will not be tolerated by the Association, the Board, or the administration.

Bullying and abuse of social and/or administrative power can include but is not limited to the following:

- a. A clear desire to hurt a person or group.
 - b. An imbalance of power.
 - c. An unjust use of power.
 - d. A hurtful action.
 - e. The repetition of inappropriate actions.
 - f. Satisfaction for the aggressor.
 - g. A sense of being hurt on the part of the target.
3. Each administrator and/or the Board will take appropriate steps to ensure that all employees are educated about bullying and abuse of social and/or administrative power in the workplace. All employees shall be informed of remedies.
 4. Optimally, both the Association and the Board wish to resolve conflicts without a formal written grievance, if at all possible, and use problem-solving procedures to find resolutions. This requires mutual understanding and cooperation. The Board and the Association recognize the importance of collaboration in resolving problems and/or challenges that the District may encounter.
 5. If an employee believes he/she has been subjected to bullying or intimidation, he/she shall first attempt to resolve the issue with whom the issue exists. If the issue remains unresolved the next step shall be to contact the appropriate supervisor or administrator. At any level the employee can request association representation. The employee filing the complaint will be informed of any ensuing investigation and course of action.
 6. If the individual filing the complaint disagrees with the course of action, he or she may utilize the grievance procedure referenced in the Master

Contract, with the timelines beginning with the issuance of the written recommendation.

G. Freedom of Speech

1. The Association acknowledges the Board and the administration's responsibility to represent the school district. However, that shall not be interpreted to mean that District employees are prevented from representing themselves, their thoughts, and/or perspectives to the media, press, or other outside sources. The employee acknowledges that he/she does not represent any individual school, the district, other employees, or the school board.
2. Certificated employees shall be respected by all entities, including the Board and the administration, in a professional manner.
3. District employees shall not slander the Board, administration or other District employees.
4. District employees shall not be subject to discipline, including placement of any items in the District employee's personnel file, when they express themselves in a professional manner to the media, press, or other outside sources.

Article 6: LEAVES

A. Leave With Pay:

Each certificated employee covered by this agreement shall be entitled to the following leave time:

1. Sick Leave:

One day of sick leave per month of service will be allowed per year. Certificated employees will not have their salaries deducted for use of regular sick leave. Regardless of the availability of a substitute, sick leave shall be granted.

- a. Unused sick leave shall be allowed to accumulate from year to year. Certificated employees can accumulate up to a total of 180 sick days.
- b. Sick leave shall be used for absences caused by personal or immediate family illness, accident, injury, preventative treatment, or health assessment.

- c. Under Idaho law, portions of unused sick leave are available as severance allowance upon retirement for the purchase of medical insurance as listed in Idaho Code Section 33-1228-2, and shall be reported by the employer to PERSI.
- d. The use of sick leave for maternity-related illness will be treated no differently than any other illnesses. See board policy 5420P.

2. Sick Leave Bank:

See board policy 5401. Policy 5401 must be adhered to by the Board and the Association and any changes must be negotiated by both parties.

3. Bereavement Leave:

An employee who has a death in the immediate family shall be eligible for bereavement leave. The Superintendent shall have the authority to give up to five (5) days of bereavement leave. Bereavement leave of greater than five (5) days must be approved by the Board. Such leave shall not exceed ten (10) days, unless prescribed by a physician.

For the purposes of clarification, the immediate family is defined as including father, mother, husband, wife, children, sister, brother, step-son, step-daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. Other requests shall be approved by the superintendent.

4. Personal Leave

Each teacher with building principal's approval is allowed four days of personal leave per year without penalty. Teachers will be reimbursed at the current certified substitute pay for each day of unused personal leave at the end of each school year. Personal leave requests must be made in writing to the building principal and then entered in to AESOP at least three days prior to the day of the absence. Building principals may make exceptions to the three-day rule in cases of emergency. All teachers will provide appropriate lesson plans for substitute teachers to cover the period of the intended absence.

5. **School Holidays**

See board policy 5440. Policy 5400 must be adhered to by the Board and the Association and any changes must be negotiated by both parties.

6. **Jury Duty:**

See board policy 5412. Policy 5412 must be adhered to by the Board and the Association and any changes must be negotiated by both parties.

7. **Professional Leave:**

See board policy 5400. Policy 5400 must be adhered to by the Board and the Association and any changes must be negotiated by both parties.

B. Leave without Pay

1. **Sabbatical Leave of Absence:**

a. Certificated employees shall be granted a sabbatical leave of absence without pay for one (1) year duration after full-time employment with the District for a minimum of five (5) continuous years. Requests for sabbatical leave shall be made to the Superintendent, who will recommend to the Board for final decision. The Superintendent will notify the employee within thirty (30) days of request if the request has been approved or denied and the basis of the decision. A one (1) year extension may be applied for in writing no later than March 30. A second year of sabbatical leave is only allowed if the second year immediately follows the original sabbatical leave of absence. The Superintendent will notify the employee of the Board's decision within thirty (30) days. Certificated employees granted a sabbatical leave of absence shall not have their status changed or reduced in regard to placement on the salary schedule, accumulated sick leave or continuing contract. Insurance benefits may be retained by the employee on sabbatical leave by the employee assuming the cost of the premiums. Employees must apply for sabbatical leave under this provision no later than March 15 of each year. Upon completing sabbatical leave, teachers shall return to their original positions, or an equivalent position in their field of certification. Only one (1) sabbatical leave of absence will be considered every five (5) years for each individual. Granting

such leave shall be contingent upon the district's ability to employ a qualified replacement.

- b. Certificated employees on approved sabbatical leave of absence will notify the Superintendent in writing no later than March 30 of intent to return the following school year. Failure to provide information by March 30 would be indication of intent not to return and contract rights may be terminated.

2. Family Medical Leave (FMLA)

See board policy 5410 – 5410P. Policy 5410 – 5410P must be adhered to by the Board and the Association and any changes must be negotiated by both parties.

Article 7: BENEFITS

A. **Insurance:** The district will provide the following:

1. Complete health care protection - The school district will provide a Fringe Benefit Pool of \$390.00 per month for each full-time employee to be used for the group health insurance premium. All new employees are required to show proof of health insurance.
2. Term life insurance in the amount of \$20,000 for each certificated employee working 20 or more hours per week.
3. In the event Blue Cross sends a return of insurance premium, this return will be given directly to employees who participated in Blue Cross the previous year, and these monies will be distributed in an equitable manner to reflect their contributions, minus the district cost of fringe benefits: PERSI, PERSI sick leave, FICA, and Workers' Compensation.
4. No changes in either program or carrier will be made during the term of this agreement, except by mutual consent.

B: **Other benefits:**

1. The district will reimburse certificated employees up to \$300 annually for professional development upon approval from building principal and/or superintendent. If an employee does not use the entire \$300 in one school year, that money shall be rolled over to the next year only.

2. Any certificated employee wishing to move on the salary schedule shall notify the district clerk of their credits by September 1. The official transcripts shall be submitted by September 15. The district will make exceptions to the deadline if the University issuing the credit has sent an official letter stating the employee has completed the credits.
3. Each certificated employee and his/her immediate family (spouse and/or school-aged child/children) shall receive free admittance into all School sporting events, plays, and other activities sponsored by the school district where an entrance fee is charge.

Article 8: SALARIES

- A. The salary is based upon the current salary scheduled (Appendix A) and will be paid in twelve installments on the twentieth (20) of each month.
- B. Certificated employees shall be paid according to the salary schedule, which is attached to this contract (Appendix A), on the step and lane most accurate to their current level of education and experience in public education.

**APPENDIX A
TETON SCHOOL DISTRICT NO. 401
SALARY SCHEDULE 2014-2015**

					MA - 0	MA - 9	MA - 18	MA - 36
Steps	BA - 0	BA - 9	BA - 18	BA - 27	BA - 40	BA - 55	BA - 70	ES/PHD
0	31,750	32,275	32,799	33,871	34,979	36,122	37,304	38,524
1	32,233	32,758	33,829	34,935	36,077	37,257	38,475	39,734
2	32,716	33,786	34,891	36,031	37,210	38,427	39,683	40,982
3	33,744	34,847	35,987	37,163	38,378	39,634	40,929	42,268
4	34,802	35,941	37,117	38,330	39,583	40,878	42,215	43,594
5	35,895	37,070	38,282	39,534	40,826	42,161	43,540	44,965
6	37,023	38,234	39,484	40,776	42,108	43,485	44,908	46,375
7	38,185	39,435	40,724	42,056	43,431	44,851	46,317	47,832
8	39,384	40,673	42,003	43,376	44,794	46,259	47,772	49,334
9	40,621	41,949	43,321	44,737	46,201	47,711	49,272	50,883
10	41,897	43,266	44,681	46,143	47,651	49,209	50,819	52,481
11	43,213	44,625	46,085	47,591	49,147	50,755	52,415	54,129
12	44,570	46,026	47,532	49,086	50,690	52,349	54,060	55,829
13	-	47,472	49,023	50,627	52,283	53,993	55,758	57,582
14	-	-	50,563	52,217	53,924	55,688	57,509	59,389

FRINGE BENEFITS AND DISTRICT GUIDELINES

- A. The yearly salary is based on 190 days of service and will be paid in twelve installments according to the contracts.
- B. A current transcript and grade sheets will be the basis for placement on the salary schedule and must be on file in the District Office. For advancement beyond the Bachelors degree one half of these hours must be graduate credit. All hours beyond the Masters degree must be graduate credit. Each teacher is to have an application on file in the district office.
- C. For the school year 2014-2015 the Legislature has mandated that beginning teachers receive no less than \$31,750*
- D. Teachers will be expected to carry a reasonable amount of extra duty and to bear his/her share of class sponsorships, noon hour duty, bus loading supervision, etc. All teachers will be expected to remain with their classes during class time.

**CERTIFICATE OF RATIFICATION
OF
THE TETON EDUCATION ASSOCIATION
IDAHO CODE SECTION 33-1271(5)**


Driggs, Idaho

Dated: July 7, 2014

I, Elizabeth Smith, hereby certify that I am the President of the Teton Education Association, the duly designated Local Education Organization and exclusive representative for all professional employees in the Teton School District, and hereby certify that pursuant to Idaho Code section 33-1271(5) the following:

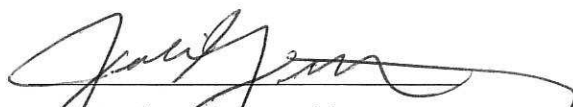
- (1) The Teton Education Association met with Mr. Monte Woolstenhulme, representative for the Teton School District in May and June 2014 pursuant to the Idaho Professional Negotiations Act, negotiated together in good faith, and reached a Tentative Agreement;
- (2) The Tentative Agreement was signed by representatives of both the Teton Education Association and the Teton School District on June 12, 2014.
- (3) Pursuant to Idaho Code section 33-1271(5), the Teton Education Association met in an open meeting on June 23, 2014, for the purpose of ratifying the "final offers of settlement", or Tentative Agreement.
- (4) Majority ratification by the Teton Education Association was manifest at the June 23, 2014 meeting.
- (5) Pursuant to Idaho Code section 33-1271(5), notice is hereby given to the Teton School District confirming majority ratification has occurred.

DATE: July 14, 2014



Elizabeth Smith, President

Verified:



Juli Gottler, Vice President