

June 3

NEGOTIATED MASTER CONTRACT

BETWEEN

TETON EDUCATION ASSOCIATION

AND

TETON COUNTY SCHOOL DISTRICT 401

## TABLE OF CONTENTS

<b>AGREEMENT</b>	.....	4
<b>ARTICLE 1</b>		
Bargaining Units	.....	4
<b>ARTICLE 2</b>		
Procedure	.....	4
<b>ARTICLE 3</b>		
Association Rights	.....	5
<b>ARTICLE 4</b>		
Grievance Procedure	.....	7
<b>ARTICLE 5</b>		
Working Conditions	.....	10
<b>ARTICLE 6</b>		
Leaves	.....	13
<b>ARTICLE 7</b>		
Benefits	.....	18
<b>ARTICLE 8</b>		
Salaries	.....	19
<b>ARTICLE 9</b>		
Savings Clause	.....	19
<b>APPENDIX A</b>		
Salary Schedule	.....	20

## 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 1 shall be in effect from July 1, 2015 - June 30, 2016.*

### 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 after ~~April~~ ~~March~~ 15th of each year.

#### C. Negotiations Sessions

Negotiations sessions shall take place in open sessions at mutually agreeable times and locations. *Once negotiations commence, the negotiations teams will make an effort to meet on a weekly basis unless otherwise agreed upon by both parties.*

#### D. Negotiation Information

During negotiation, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. 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**

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 Association to resolve the conflict. The procedures for appointment of and compensation for the mediators shall be determined by both parties.

*Article 2 shall be in effect from July 1, 2015 - June 30, 2016.*

### **Article 3: ASSOCIATION\TEACHERS RIGHTS AND RESPONSIBILITIES**

#### **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 Association will make a good faith effort to limit personal and Association use of the District's email service. 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. 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 one school district stakeholder. 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 that 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.
5. **The Measurable Student Achievement Committee shall determine measures and targets for student achievement/growth as defined in Idaho Code 33-1001, (12).**

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.

#### **H. Association President Release Time**

Each school year, the Association President will be given paid release time up to ten (10) days for the purpose of addressing 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.

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

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

**B. 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, except in cases of emergency.

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

**D. 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 the Agreement or specifically authorized by the District's Superintendent, the Association, its agents, representatives and affiliates shall honor the contract day.

*Article 3 shall be in effect from July 1, 2015 - June 30, 2016.*

#### **Article 4: GRIEVANCE PROCEDURE**

##### **1. Purpose:**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the well-being of teachers.

##### **2. Grievance Procedure:**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Any grievance must be brought within five (5) days of the grievant becoming aware of the act.

##### **3. Definitions:**

- A. A "grievance" is an alleged violation or misapplication of the provisions of this Agreement.
- B. A "grievant" may be a teacher, a group of teachers or the Association.
- C. The term "days" when used in this article, except where otherwise indicated, shall mean working school days.

##### **4. Procedures and Timelines:**

- A. Level 1: The building principal (immediate supervisor) or his/her designee.  
The grievant will first discuss his/her grievance with the principal or immediate supervisor. If the grievant desires, he/she may request to be represented by the Association's designee.
- B. Level 2: The Superintendent or his/her designee.
  1. If the grievant is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within five (5)



days after presentation of the grievance, he/she will file the grievance in writing with the Superintendent and may file it with the president of the Association, if the grievant so desires.

2. Within five (5) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the parties in an effort to resolve the grievance. The grievant may request an Association representative to be present at this meeting.
3. If the written grievance is not forwarded to the Superintendent within thirty (30) days after the grievance occurred, then the grievance will be considered as waived.

#### C. Level 3: Panel

If the grievant is not satisfied with the disposition of his/her grievance at Level two (2), within three days the grievance may be referred to the Board Chairperson or his/her designee through the Superintendent or his/her designee. Within five (5) days the Board Chairperson shall convene a panel consisting of three (3) persons: one (1) designated by the Board, one (1) designated by the grievant and one (1) agreed upon by the two (2) appointed members - for the purpose of reviewing the grievance.

The parties in interest shall have the right to include in the representation such witnesses and written documentation as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the panel will have ten (10) days to provide a written decision, together with the reasons for the decision to the grievant, the President of the Association and the Superintendent of his/her designee.

#### D. Level 4: The Board

The Board shall either accept or deny the grievance.

#### E. Miscellaneous Provisions:

1. Cooperation: All parties shall cooperate with the investigation of any grievance.
2. Non Reprisal: No reprisals of any kind shall be taken by the Board, and/or the Administration with regard to the grievant(s) who is covered by this Agreement for his or her participation in a

grievance. Reprisal includes placement of the grievance and any or all records of the grievance procedure into the District employee's personnel file.

**Article 4 shall be in effect from July 1, 2015 - June 30, 2016.**

## **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

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 with regard to matters of public concern. The employee acknowledges that he/she does not represent any individual school, the district, other employees, or the school board.

*Article 5 shall be in effect from July 1, 2015 - June 30, 2016.*

#### **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.

## 2. Sick Leave Bank:

Any changes made to the District's Sick Leave Bank (Board Policy 5401) will be made through committee.

## 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

School Holidays shall be addressed in the approved school calendar and will be reviewed for calendar recommendation by the Calendar Committee.

### **Jury Duty:**

Whenever a certificated employee is called for jury duty that necessitates his/her absence from regularly scheduled duties, said employee shall enter the absence into AESOP immediately. The employee shall not lose any salary or benefits due to jury service. If a payment is received from the courts for Jury Duty, the certificated employee shall return that portion to the District.

### **7. Professional Leave:**

At the discretion of the building principal and the Superintendent, certificated employees may be authorized requested to attend national, state, and regional meetings and workshops without loss of pay. The employee may be asked to report, in writing, the proceedings of such meetings.

### **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 15. 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 15 of intent to return the following school year. Failure to provide information by March 30 15 would be indication of intent not to return and contract rights may be terminated.

### **Family Medical Leave (FMLA)**

All certificated employees shall be eligible for Family Medical Leave in accordance with the provisions of the federal Family Medical Leave Act.

*Article 6 shall be in effect from July 1, 2015 - June 30, 2016.*

### **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 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 ??? 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 \$500 annually for professional development upon approval from building principal and/or superintendent. If an employee does not use the entire



\$500 in one school year, that money shall be rolled over to the next year only. The intent of the reimbursement is to provide compensation for differentiated professional development and the teacher's investment of effort to improve instructional practices.

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.

4. The district will reinstate the budget for classroom supplies from the current amount of \$150 per year for each classroom teacher back to \$300 per year for each classroom teacher. The budget for classroom supplies had previously been reduced since 2011 due to state budget cuts in education.

*Article 7 shall be in effect from July 1, 2015 - June 30, 2016.*

#### **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.

*Article 8 shall be in effect from July 1, 2015 - June 30, 2016.*

#### **Article 9: SAVINGS CLAUSE**

Provisions of this Agreement are presumed to be legal and valid. Should any specific provision of this Agreement be ruled invalid by a court of law or governmental agency, the TEA and the Board shall, within fifteen (15) calendar days, mutually agree upon a date to enter into negotiations over a successor clause for the invalidated provision. The balance of this Agreement shall not be affected by any such ruling and shall remain in full force.

*Article 9 shall be in effect from July 1, 2015 - June 30, 2016.*