

# Negotiated Agreement 2018-2019

Between

Clearwater Education Association

And the

Joint School District #171

# Article I

## Procedure

### 1.1 REQUEST

It is agreed by both parties that either party may initiate a request for negotiations and that negotiations will begin within ten (10) days of the receipt of a written request of either party. Negotiations will not begin before January 15.

### 1.2 MEETINGS

Negotiation meetings shall be at a time and place convenient to both parties and shall be meetings open to the public. The Board shall post notice of these meetings at the earliest possible time but no later than 24 hours prior to the meeting.

### 1.3 REPRESENTATION

The CEA shall be the representative of the teachers so long as the CEA has membership of fifty percent (50%) plus one (1) in certified teachers.

At negotiation meetings, each recognized party will be entitled to four or fewer table participants to represent them. Negotiations, as used in the Agreement, means meeting and conferring in good faith by representatives of the Board, or its designated representatives, and the Association. Negotiators shall meet and negotiate in good faith with the intent to reach agreement, with such agreement reduced to writing.

#### **1.4 BARGAINING**

It is the intent of both parties to reach a mutually acceptable outcome in the negotiation process. The two parties to the negotiation agree that the style (positional or interest based) of negotiations shall be the first subject agreed to by the parties in the next negotiated agreement.

#### **1.5 CAUCUS**

When negotiations are in a difficult stage, or do not seem to be going well, both parties are entitled to call for a caucus. This will give each party a time to meet privately. During the caucus teams can review new information, consult experts, illicit approval of constituents, review strategies, or simply give the team time to think about what has been discussed.

#### **1.6 EXPENSES**

Each party shall pay any expenses incurred by their individual consultant or study committee.

#### **1.7 SUBJECTS OF NEGOTIATIONS**

The intent of negotiations shall be that those items agreed upon may be negotiated. Other matters of concern may be negotiated and added to the Negotiated Agreement upon mutual agreement between said Parties.

#### **1.8 EXCHANGE OF INFORMATION (Board)**

The Board agrees to furnish, upon request of the Association, public information which may facilitate the negotiations. This information may be available within seven (7) working days.

#### **1.9 EXCHANGE OF INFORMATION (Association)**

The Association agrees to furnish, upon request of the Board, public information which may facilitate negotiations. This information may be available within seven (7) working days.

# Article II

## Agreement

### 2.1 TENTATIVE AGREEMENT

Tentative agreements, including full package, shall be signed off by two (2) negotiators from each team.

### 2.2 TOTAL AGREEMENT

Ratification of all final offers of settlement shall be made in open public meeting. Each party must provide written evidence confirming to the other party that majority ratification has occurred. Such total package shall be signed by the Chairperson of the Board, the Clerk of the District, the President of the Association and the Secretary of the Association.

### 2.3 MODIFICATION

No change, revision, alteration or modification of the Agreement, in whole or part, shall be valid unless the same is ratified by the Board and the Association except that the Board may increase compensation above that included in this Agreement.

# Article III

## Procedures

### 3.1 Grievance Procedure

The Staff Complaint and Grievance Procedure can be found in Board of Trustees' Policy 5250.

### 3.2 Leaves of Absence: Sick leave

Certificated employees who work half time or more per week shall be granted sick leave and other leaves in accordance with State law. Sick leave for certificated employees shall be calculated by the day, or percentage thereof, as defined in his or her individual employment contract. The District, may in its discretion, require proof of illness when deemed appropriate, including but not limited to abuse of sick leave or false claims of illness. Monetary compensation shall not be provided for unused sick leave by the District. "Sick leave" means a leave of absence, with pay, for a sickness suffered by an employee or his or her immediate family. "Immediate family" for purposes of sick leave shall mean the employee's spouse and children residing in the employee's household. ("Immediate family" shall mean the employee's mother, father, grandmother, grandfather or grandchild, or the spouse, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, sibling or any person living in the immediate family. Current language plus change to agree with Bereavement leave) Nothing in this policy guarantees approval of the granting of such leave in any instance. Each request will be judged by the District in accordance with this policy and the needs of the District. It is understood that seniority shall accumulate while a teacher or employee is utilizing accumulated sick leave credits. Seniority will not accumulate unless an employee is in a paid status. Abuse of sick leave is cause for discipline up to and including termination. Each eligible classified employee shall be entitled to the following amount of sick leave with full pay, with unlimited accumulation as long as the employee remains continuously in the service of the school district. For purposes of retirement, administration of Idaho Code 33-1217 will be applicable.

Each full-time certificated employee shall receive twelve (12) days of sick leave per school year with unlimited accumulation. Sick leave for certificated employees shall be

calculated by the day, or percentage thereof, as defined in his/her individual employment contract.

After one week of absence, the District, may in its discretion, require proof of illness when deemed appropriate, including but not limited to abuse of sick leave or false claims of illness. The District will provide a statement on each check stub showing the number of sick leave days each employee has currently accumulated. Compensation shall not be provided for unused sick leave.

#### **Accrual of Unused Sick Leave**

Employees may accrue unused sick leave. Upon retirement, an employee's accumulated unused sick leave must be reported by the District to the public employee retirement system.

#### **Bereavement Leave**

An employee who has a death in the immediate family shall be eligible for bereavement leave. Immediate family is defined as spouse of the employee, son, daughter, father, mother, brother, sister, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, parent-in-law, or any person living in the immediate household of the employee. The Superintendent shall have the authority to give bereavement leave for up to five (5) days per occurrence, of which two (2) days per year shall be granted for death outside the employee's immediate family. Additional days may be granted by the Superintendent.

#### **Personal Leave**

Paid Personal leave shall be granted for any reason deemed necessary by the employee at the rate of two (2) days per year. After ten (10) years with Joint School District No. 171, personal leave will be increased to three (3) days. After fifteen (15) years with Joint School District No. 171, personal leave will be increased to four (4) days. If personal leave is not taken, the district will allow the accumulation of up to four (4) days.

No Personal Leave will be granted immediately before or after regular vacations or on Staff Development Days as listed on the school calendar unless approved by the Superintendent. No leave will be granted during the first two weeks or the last two weeks of the scheduled school term unless approved by the Superintendent.

Personal leave days may be taken as full or half days at the discretion of the employee, provided that no more than 10% but no less than one employee, of the employees in any one building may take personal leave at the same time, with the exception of Peck Elementary School and Cavendish-Teakean Elementary School.

The teacher must notify the principal or supervisor at least two (2) days in advance, except in cases of emergency.

The District will pay the cost of the substitute for the days of personal leave, provided the days are used.

### **Professional Leave for Certified Staff**

Release time with pay may be granted for the purpose of attending educational conferences, workshops, seminars, association business or other professional improvement sessions. Requests for professional leave must be turned into the building administrator at least two (2) days prior to the employee being gone. Professional leave must have prior written approval of the Superintendent.

### **Military Leave**

All District employees, other than those who are employed on a temporary basis, are entitled to military leave of absence when ordered to active duty for training as members of the Idaho National Guard or any component of the U.S. Armed Forces. Employees who volunteer, are drafted, or are ordered to “extended active duty” with any component of the U.S. Armed Forces shall be entitled to reinstatement to their former positions or comparable positions if the right is exercised in a timely manner as noted below.

#### Notice to District

All employees should provide either written or oral notice of upcoming military training to the District as soon as reasonably practical. The employee or an appropriate officer of the branch of military in which the employee will serve may provide the notice. Employees who are ordered for such duty shall provide one copy of their orders to the Superintendent. Notice shall include date of departure and date of return for purposes of military training ninety (90) days prior to the date of departure.

#### Military Leave for Training or Short Term Duty

Employees who are required to attend annual training or special active duty for training shall not suffer any loss of salary, seniority or efficiency rating during the first fifteen (15) days of such absence in any calendar year. Leave will be without loss of benefits.

#### Completion of Military Training

Upon completion of military training, employee shall give evidence of the satisfactory completion of such training immediately thereafter. Employee shall be restored to his or her previous or similar position with the same status, pay, vacation leave, sick leave, bonus, advancement, and seniority. Such seniority shall continue to accrue during such period of absence.

### Benefits for Uniformed Service Personnel on Active Duty

#### Salary

For any period of active duty up to three (3) months, the employee shall be entitled to receive from the District salary or wages equal to the difference between the employee's military pay and the employee's District salary, provided the employee's military pay does not exceed his or her District salary or wages. The employee must provide the District with all documentation necessary to permit the aforementioned computation. For periods beyond three (3) months, the Board will review and consider approval for any further extensions. Employees who do not request District pay or who fail to provide the documentation required in this policy shall not be entitled to receive any District salary or wages as set forth in this policy.

#### Pension and Retirement Plans

Pension and retirement plans are considered a benefit to which reinstated employees are entitled. Any normal contributions will continue to be made for service members who are absent for 90 days or less. If the employee has been absent for military service for 91 days or more, the District may elect to delay making retroactive pension contributions until the employee submits satisfactory reemployment documentation.

#### Medical Insurance

Health benefits will be offered to the extent they are available to other employees on leave. An employee performing military service for 30 days or less is not required to pay more than the normal employee share of any health premium. If the employee's military service is for 31 days to three (3) months, the health plan will offer continuous coverage. An employee on military leave may elect to continue healthcare coverage through the District for up to three (3) months after the military leave begins or for the period of military service, whichever is shorter. The District's obligation to provide health benefits ends once an employee's military leave exceeds three (3) months. When the employee is reinstated, a waiting period or exclusion cannot be imposed if health coverage would have been provided to the employee had he or she not been absent for military service.



## **Reporting to District Once Military Leave is Complete**

The standard military service length and reporting times are:

\* *1 to 30 days of military service:* employee reports to the District by the beginning of the first scheduled work day that falls eight hours after the end of the last calendar day of military service.

\* *31 to 180 days of military service:* employee must submit an application for reemployment no later than 14 days after completion of service in the armed forces. If the 14<sup>th</sup> day falls on a day when the District's offices are not open or available to accept a reemployment application, the time extends to the next business day.

\* *181 days or more of military service:* employee must submit an application for reemployment no later than 90 days after completion of military service. If the 90<sup>th</sup> day falls on a day when the employee's offices are not open or available to accept a reemployment application, the time extends to the next business day.

\* *Cases of disability:* employees who are hospitalized or recovering from a disability that was incurred or aggravated during the period of military service leave have up to two years to submit an application for reemployment.

There is an exception to these guidelines for those employees who, through no fault of their own, find themselves in a situation that makes it impossible or unreasonable to meet the required timetables. In those cases the employee must return to work as soon as possible.

### **Disqualification from Returning to Work**

There are four conditions that disqualify an employee from exercising his or her right to reemployment after military service:

- 1) A dishonorable or bad conduct discharge
- 2) Separation from the service under "other than honorable conditions"
- 3) A commissioned officer's dismissal via court martial or by order of the President
- 4) When a service member has been dropped from the rolls for being absent without authority or for civilian imprisonment

### **Reinstatement to Positions after Extended Duty**

Employees who volunteer, are drafted, or called to active duty for extended periods will be placed on

“Military Leave of Absence” upon written application and be entitled to reinstatement to their former or similar positions upon their return and under the following conditions:

- 1) They must not have remained on active duty beyond their first opportunity for honorable or general release.
- 2) They must report to claim reinstatement within fourteen (14) days after completion of service; or one (1) day in the case of individuals who undergo only thirty (30) days active training or less.

After an employee has been absent for 31 days or more of military service, the District may ask the employee or the employee’s military unit for documentation showing that:

- 1) The employee submitted a timely application for reemployment;
- 2) The employee’s length of military service has not exceeded the five-year limitation; and
- 3) The employee’s separation from the military service meets the requirement for reemployment.

As a general rule, employees returning from military service must be reemployed in the job that they previously held, or would have attained had they not been absent for military service. If the employee was disabled while on military duty, or a disability is aggravated by military service, the District will make reasonable efforts to accommodate the disability.

### **3.3 Reduction In Force (RIF) Procedure**

The Reduction In Force procedure can be found in Board of Trustees’ Policy 5740.

### **3.4 Policy Review Committee**

The District Policy Review Committee will meet quarterly.

# **Article IV**

## **Salary and Benefits**

### **4.1 Certified Credit Reimbursement**

The District will fund a credit reimbursement account to assist certified staff pay for college credits. The fund will be \$15,000 for the 2018-19 school year.

The procedure is found in Board of Trustees' Policy 5435 and 5435P.

1. Certified staff may apply for three college credits reimbursement annually.
2. In the event that more reimbursement is applied for than there are funds available, the total amount of money requested will be divided by the amount set aside by the district (\$15,000).\
3. Reimbursements are for tuition only.
4. All requests for reimbursement must have a receipt showing the cost of the class and a transcript showing successful completion of the class.
5. Tuition will only be reimbursed for classes that are in the certified staff's assignment/curriculum field or pre-approved by the superintendent.
6. All requests for reimbursement must be received by June 1, 2019.
7. The superintendent or designee will disburse funds in separate checks through the June accounts payable.
8. Certified staff will be allowed three credits of reimbursement annually. In the event the \$15,000 is not fully utilized by the three credit allotment, a second round of payments may be applied for by certified staff. The funds will be divided equally until the limit of \$15,000 is reached.
9. (Pending Board Approval of Policy 5435P Changes).

### **4.2 Holidays/Calendar**

Holidays are paid according to the 2018-19 adopted district calendar: Labor Day-September 3, 2018; Thanksgiving-November 22, 2018; Christmas-December 25, 2018;

New Years- January 1, 2019; MLK Birthday- January 21, 2019; President's Day- February 18, 2019; Memorial Day- May 27, 2019.

#### **4.3 Personal Leave**

Certified Staff who do not use their Personal Leave as required in 3.2 Leave of Absence (Personal) or who request payment for their days of personal will be paid for days at the rate of \$90 per day. Employees may only request payment for full days. Partial days will be paid at the end of the fiscal year if the employee would have lost the leave time.

#### **4.4 Summer School**

Salaries for Summer School will be based up the certified staff member's hourly pro-rata pay level.

#### **4.5 Career Ladder & Educational Allocations**

The Career Ladder shall be for 174 contract days.

##### **Appendix A**

#### **4.6 Extra-Curricular Activities/Duties Index Schedule**

##### **Appendix B**

#### **4.7 Work Day-Definition in accordance with Policy 5210**

Student contact days are 7:30-4:00. For the 2018-19 calendar year there are 147 student contact days.

Non-student contact professional development days and in-service will be from 8:00-2:30 with the use of flex time (if needed) at administrator discretion. For the 2018-19 calendar year there are 6 professional development days and 3 district in-service days.

Non-student work days are 8:00-2:30. For the 2018-19 calendar year there are 7 work days.



# Article V

## Insurance

### 5.1 Coverage

The District will offer a PPO Medical Insurance Plan to employees of Joint School District #171. Certified Employees who have a .5 FTE to .74 FTE contract are eligible for employee only coverage, paid for by the District.

Certified Employees who have contracts of .75 FTE or greater are eligible for the Employee's PPO Plan and family/spouse/children (FSC) coverage as outlined in Appendix D. The District will pay for the Employees plan and 80% of the cost of the family/spouse/children plan.

Employee and FSC coverage for dental, prescription, and vision coverage will be included in both paid plans. The PPO plans will be for a \$3,000 deductible with a "buy down" agreement, buying down the deductible to \$500 per person and \$1000 family.

A Prescription Drug Plan will be offered as part of the insurance package. The plan will have a \$500 Deductible and "Preferred Brand" coverage with a \$30 co-pay. Co-pay for "Non-preferred" and "specialty" drugs is \$50 Co-Pay on generic drugs is \$10. Maximum OOP for Rx is \$1000.

A change in plans will result in "Professional Services In-Network" costs for "Primary Care" office visits being \$30 and "Specialist" Office visits becoming \$60 in the new Blue Cross of Idaho Plan.

Open enrollment for the insurance plans will occur at the beginning of each plan year, through October 1 or upon a change in family or work status.

2018-19 coverage cost can be found on Appendix C.

# Article VI

## Effect of Agreement

### 6.1 Duration

The provisions of this Agreement will be effective as of July 1, 2018 and will continue and remain in full force and effect until June 30, 2019.

### 6.2 Automatic Extension

If at the time this Agreement would otherwise terminate, the parties are negotiating for a new Agreement, terms and conditions hereof shall continue in effect until ratification by both parties of the successor Agreement.

### 6.3 Ratification

The Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018 and shall be binding upon the parties.

#### IN WITNESS THEREOF:

For the Association

For the Board

\_\_\_\_\_  
President of CEA

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk of the Board

**Appendix A**  
**Certified Salary Schedule**  
**2018-2019**

Cohort	Base Salary	BA +24 credits	Masters Degree
		1600	2800
R1	35800	37400	38600
R2	36800	38400	39600
R3	37800	39400	40600
P1	40000	41600	42800
P2	41500	43100	44300
P3	43000	44600	45800
P4	44500	46100	47300
P5	46000	47600	48800
P6	47500	49100	50300
P7	49000	50600	51800
P8	51000	52600	53800
P9	53000	54600	55800
P10	55000	56600	57800
P11	57900	59500	60700

The Educational Allocations are treated as a “pass through” in this agreement.

\*The “Longevity” row in the career ladder replaces the formerly named “P 11” rung. P11 has been eliminated as a “step” in the current ladder, the employees who were at the P11 rung in the 2016-17 school year will remain in the “Longevity” row. All other staff will now top out at the P10 rung of the career ladder.



# Appendix B

## EXTRA CURRICULAR ACTIVITIES/DUTIES INDEX SCHEDULE

JOINT SCHOOL DISTRICT NO. 171

EXTRA CURRICULAR ACTIVITIES/DUTIES INDEX SCHEDULE

2018-19

CATEGOR Y	1	2	3	4	5	6	7	8
INDEX	0.2	0.140	0.110	0.090	0.070	0.040	0.021 2	0.0106

The index is applied to a base salary of \$30,000.

CATEGORY 1 = \$6000

Activities Director

CATEGORY 2 = \$4200

High School Basketball (Boys and Girls)

High School Football

High School Wrestling

OHS Cheerleaders (Fall & Winter)

CATEGORY 3 = \$3300

*Soccer (Boys and Girls)*

*High School Track*

*High School Baseball*

*High School Volleyball*

*High School Softball*

*OHS Band*

CATEGORY 4 = \$2700

*Assistant High School Basketball*

*Assistant High School Wrestling*

*Junior High Basketball (Boys and Girls)*

*Assistant Cheerleader OHS (Fall/Winter)*

*District Tennis Coach (OHS/THS)*

*District Cross Country Coach(OHS/THS)*

CATEGORY 5 = \$2100

*Assistant High School Football*

*THS Cheerleaders*

*Dance*

*Junior High Football*

*Junior High Track*

*Junior High Volleyball*

*Assistant High School Baseball*

*Assistant High School Track*

*Assistant High School Volleyball*

*Assistant High School Softball  
District Assistant Tennis Coach (THS)  
Junior High Wrestling Coach (OJSHS)*

CATEGORY 6 = \$1200

*Weight Room Supervisor*

*High School Drama*

*Assistant Junior High Basketball*

*Assistant Junior High Volleyball  
High School Annual*

CATEGORY 7 = \$636

*Assistant Junior High Football*

*High School Chorus*

*Assistant Junior High Track*

*High School Paper*

*Junior High Paper*

*FCCLA*

*High School Pride*

*Knowledge Bowl*

*Senior Advisor*

*Junior Advisor*

*High School Student Council*

CATEGORY 8 = \$318

*National Honor Society*

*Sophomore Advisor*

*Freshman Advisor*

*Eighth Grade Advisor*

*Seventh Grade Advisor*

*Youth Legislature*

*SADD/IDFY*

*Math Counts Advisor*

## Appendix C

### Monthly Insurance Cost

Benefits	PPO
<b>Deductible</b> Individual Family Co-Insurance	 \$3000 \$6000 80%
<b>Out of Pocket Max</b> Individual Family	 \$5500 \$11,000
<b>Professional Services</b> Office Visit -Primary Care Office Visit- Specialist	 \$30 Co-pay \$60 Co-pay
<b>Mental Health/Chemical Dependency</b> Inpatient Outpatient Visit	 Deductible Co-Insurance \$30 Co-pay
<b>Emergency Services</b> Urgent Care	 \$60 Co-pay
<b>Prescription Drugs</b> Deductible Generic Preferred Brand Non-Preferred Brand Specialty Mail Order Rx Max OOP	 \$500 \$10 \$30 \$50 \$50 Same as retail \$1,000
<b>Rates</b>	
Employee Only           \$650.85 Employee + Spouse   \$1379.40 Employee +1 child     \$ 982.30 Employee + Children   \$ 1136.40 Family                   \$ 1596.50	
*District Pays 100% Employee Only Premium for employees working .5-1 FTE. District pays 80% of Dependent's premium for employees working .75-1 FTE.	