

5/7/18 (meeting)

PAYETTE 2018-2019 NEGOTIATED AGREEMENT

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**2018 – 2019
NEGOTIATION AGREEMENT**

PAYETTE SCHOOL DISTRICT #371

BOARD OF TRUSTEES

And

PAYETTE EDUCATION ASSOCIATION

Representative Organization

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PAYETTE 2018-2019 NEGOTIATED AGREEMENT

This negotiations agreement is made and entered into pursuant to the laws of Idaho (Idaho Code 33-1271-1276) by the Board of Trustees of the Payette School District #371 (hereinafter referred to as the Board) and the Payette Education Association (hereinafter referred to as the Association). The forenamed parties agree to the following:

ARTICLE I. PROCEDURE

A) Recognition

Solely for the purpose of negotiations for the 2018-19 Negotiated Agreement, the Association has established, as per statute, its status as representative for the purpose of negotiations. The Board acknowledges the Association in such capacity for the 2018-2019 negotiations.

B) Definitions

The term "Professional Employee" shall mean any certificated employee of the school district, excluding administrative personnel including superintendents, supervisors or principals, as excluded from the professional employee group for the purpose of negotiations (Section 33-1272(1), Idaho Code.

The term "Board" shall mean the Board of Trustees of School District #371, in the Counties of Payette and Washington in the State of Idaho.

The term "Association" shall mean the Payette Education Association.

The term "Superintendent" shall mean the superintendent of School District #371 in the Counties of Payette and Washington in the State of Idaho.

The term "Supervisors" shall mean district-wide administrative personnel other than the superintendent.

The term "School Year" shall mean the period from opening of the schools in District #371 to the closing of the schools in District #371 as defined in individual employees' contracts.

The term "Day" shall mean work day or school day.

The term "Consultant" shall mean a person mutually agreed upon who shall be present at a session or sessions, to provide information upon a specific issue.

ARTICLE II. NEGOTIATION GROUND RULES

- A) Treat each other with courtesy and respect, focusing on the issues and not the person.
- B) It is ok to disagree and to vent – however, such should be directed to issues and not people.
- C) Meetings shall start and end on time. If a delayed start is necessary, timely notice should be made to the extent possible. Meetings may be extended or postponed by mutual

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consent. In addressing meetings, time and location issues the parties must be cognizant of the open meeting and posting/notice requirements.

- D) Each team shall consist of two (2) or three (3) members, with an alternate that may be assigned. A complete list of negotiators and alternates will be exchanged prior to the first negotiating session. Two members of each team are necessary for a quorum. Negotiating teams will not exceed five members at any one time. In the event a vacancy occurs, the Board and Association have the right to replace members of the negotiating team.
- E) Each team has a spokesperson (lead negotiator). The spokesperson may call on his/her other team members. All comments will be listened to and each participant shall have an equal voice in the process. All cell phones shall be on silent absent disclosure and agreement of the parties.
- F) Meetings, whenever possible, shall be agenda driven. The agenda for each successive meeting shall be established before the conclusion of each scheduled session. Each team may identify at least one agenda item for each session.
- G) Each team shall make all best efforts to explain, clarify and answer questions relating to the matter of discussion. Further, each team will make all best efforts to provide accurate information in a timely manner as such is requested.
- H) Requests for side bars will be allowed by mutual agreement as to topic and team members involved, if any, to facilitate the discussion at the table during negotiations.
- I) Respect each team's request to caucus.
- J) Minutes for Negotiations shall be kept by a designee agreed upon by both parties. The parties shall make all efforts to notify of errors contained in the Negotiations minutes. Signatures on the official minutes do not represent agreement but indicate official minutes have been received and reviewed. If the ~~Association's-a~~ team is not in agreement with the official Negotiations minutes, they ~~Association~~ may submit a rebuttal set of minutes, which will be appended to the Negotiations meeting minutes. Rebuttal minutes must be submitted no later than the start of the negotiation session immediately following the signatures on official minutes. The rebuttal minutes ~~of the Association~~ are also subject to a ~~Board attached~~ rebuttal by the other side. The minutes of the Negotiation ~~s~~ meetings will be subject to public records requests as will all submitted rebuttals.
- K) Tentative agreements shall be in writing, initialed by both chief negotiators, dated, and included in the meeting minutes for the meeting during which the tentative agreement was reached. There is no ratification of tentative agreements until total agreement is reached by both teams.
- L) Negotiations between the parties will be in open session. Ratification shall be pursuant to Idaho Code.
- M) It is understood that each duly appointed team is empowered to draft language, negotiate, and reach tentative agreement on the issues.

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ARTICLE III. COMPENSATION
2018-19 Salary Schedule

2018-2019	\$30,250 base				
18-19 PLACEMENT	1	2	3	4	5
EDUCATION	BA	BA+24	MA	MA + 12	EdS/EdD
	BA	BA+24	BA + 48	BA + 60	MA + 24
A	\$35,800	\$36,750	\$36,750	\$36,750	\$37,629
B	\$36,750	\$36,750	\$36,750	\$36,750	\$37,629
C	\$36,750	\$36,750	\$36,750	\$36,750	\$37,629
D	\$36,750	\$36,750	\$36,750	\$37,629	\$39,040
E	\$36,750	\$36,750	\$37,629	\$39,040	\$40,504
F	\$36,750	\$36,750	\$39,040	\$40,504	\$42,023
G	\$36,750	\$37,678	\$40,504	\$42,023	\$43,598
H	\$36,750	\$39,091	\$42,023	\$43,598	\$45,233
I	\$37,727	\$40,557	\$43,598	\$45,233	\$46,930
J	\$39,142	\$42,077	\$45,233	\$46,930	\$48,689
K	\$40,610	\$43,656	\$46,930	\$48,689	\$50,515
L	\$40,610	\$45,292	\$48,689	\$50,515	\$52,410
M	\$40,610	\$46,991	\$50,515	\$52,410	\$54,375
N	\$40,610	\$48,753	\$52,410	\$54,375	\$56,414
O	\$40,610	\$50,581	\$54,375	\$56,414	\$58,530
P	N/A	N/A	N/A	N/A	\$59,700

- A. Salary for new employees will be determined by placement on the career ladder. Columns 4 and 5, referred to as "Ghost Columns", indicate no new staff salaries will enter these columns unless agreed upon by the District and the Association.
- B. Advancement on the Salary Schedule
 - i. Staff remain in the District equivalent to the third residency cell until they earn a professional endorsement.
 - ii. Staff who failed to meet the performance criteria for the three out of the last three years will not advance to the next cell on the District salary schedule.
- C. Certified staff with a BA+24 will receive an education premium of \$500 in November and \$500 in May. Certified staff with a MA will receive an educational premium of \$875 in November and \$875 in May.
- D. Payette School District will reimburse \$50.00 per semester credit hour, of post graduate training or the actual cost, whichever is less. Each employee may request reimbursement up to two (2) credits per semester, for a total of four (4) per year.
 - i. Employees who will be returning for the subsequent year may submit for reimbursement.
 - ii. Official transcript(s) or electronic transcript(s) must be submitted to the district office no later than one (1) year following course completion in order to receive reimbursement.
 - iii. Contract for the ensuing year must be signed to receive reimbursement for spring/summer courses.

ARTICLE IV. BENEFITS

A) Health Insurance

Effective September 1, 2018, each regular, full-time employee shall be eligible for district-paid and approved medical insurance plan. The District will pay \$552.35 per eligible employee per monthly for medical premiums. Employee is responsible for all monthly premiums in excess of \$552.35.

Employee Assistance Program (EAP) will be included with Health Coverage at a cost of \$2.33 per month for all employees who participate in health insurance

The District will pay \$28.05 of monthly dental premium, 100% of the 2018-19 rate.

The District will pay \$8.85 of monthly vision premium, 100% of the 2018-19 rate.

B) Life Insurance

The District agrees to pay the \$8.00 monthly premium for a \$40,000 term life insurance policy.

C) Leaves (Policy 404)

1) Extended Leave Without Pay (Policy 404.7)

Certificated employees requesting a leave of absence without pay for an extended period of time shall apply in writing to the Superintendent. The Board of Trustees shall review the request and if the request is granted, shall allow the following:

- i. Returning employees shall retain and will not forfeit the appropriate level of salary based upon years of experience and education as set forth in the district's salary schedule. Further, the returning employee shall not forfeit previously accrued and earned sick leave benefits.
- ii. While on leave, the employee shall be allowed to participate in group insurance with the employee paying the premium.
- iii. Employees shall receive the written statement of reemployment outlining the terms of the leave of absence.
- iv. Upon approval of the Board, leaves can be extended beyond one year with a written request from the employee on leave prior to April 1 of the year the leave would have ended.

2) Personal Leave (Policy 404.2)

Professional employees will be allowed two (2) personal leave days. Personal leave is intended to provide an opportunity for professional employees to attend to personal matters that arise

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during contracted employment days. Personal leave may be obtained by notifying the building principal 24 hours in advance of the leave day desired and will be contingent on the availability of an acceptable substitute. Personal leave during the first and last two weeks of school or in case of an emergency must be approved by the School District Superintendent. Personal leave may be accumulated to a maximum of 7 days.

3) Professional Organization

- i. The District will provide annually, up to 10 days total for the Association to use at their discretion in performing duties of officers, attending Delegate Assembly and testifying on legislative initiatives. The Payette Education Association President will authorize the use of these days prior to administrator approval for leave. Leave beyond these 10 days may be taken by the employees use of Personal Leave.

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4) Sick Leave

- i. At the beginning of each school year each certificated employee shall be credited with one (1) day of sick leave allowance per contracted month.
- ii. Sick leave accumulation has no cap.
- iii. Sick leave is to be used for absences caused by accident or illness or circumstances which render the professional employee incapable of carrying on their duties and shall include childbirth and illness of a member of the employee's immediate family.
- iv. Part-time professional employees will be granted a percentage of sick leave allowance in proportion to the length of day worked.

5) Sick Leave Bank

- i. Each certificated employee of the District may participate in the sick leave bank. To participate, each employee shall contribute a prescribed number of his earned sick leave days as determined by the Sick Leave Bank Committee. Deposits to the sick leave bank may be made from Sept. 1 to Oct. 15 of each year. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement.
- ii. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating employees upon recommendations of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or reoccurring illness beyond the employee's accumulated sick leave.
- iii. The total number of sick leave days that may be contributed in any school calendar year will equal no more than 180 days. The total number of days in the sick leave bank may not exceed 360 days.

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- iv. Application for use of the bank shall be submitted to the Sick Leave Bank Committee for their recommendation. The committee shall review the request and determine the eligibility of the employee. If the committee deems necessary, it shall require proof of illness at the time of application and from time to time after a grant has been made.
- v. The committee shall have the authority to establish such guidelines as it deems necessary to implement this program. Guidelines shall have the approval of the Executive Committee of the Association and the Board of Trustees. After complete review of the application, the committee shall have the authority to make final decisions within the guidelines as to the disposition of the case.
- vi. In order for a professional employee to be eligible to apply for sick leave benefits from the sick leave bank the employee must first have been absent from work due to illness or accident for: (1) all his accumulated sick and personal leave days and one (1) day where his salary was reduced in full.
- vii. The maximum number of days that can be granted in any one fiscal year will be the remaining number of days an employee is scheduled to work under his current contract. In no case will the granting of leave cause an employee to receive more than his annual salary for that year.
- viii. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.
- ix. Bank grants to individual employees will not be carried over from one fiscal year to another; all such grants will end at the termination of the school year. If a certificated employee does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank. A certificated employee will be eligible for a maximum of 180 days sick leave in any one year of employment.
- x. The Sick Leave Bank Committee shall consist of two (2) members appointed by the
- xi. Association and one (1) member appointed by the Board. The Committee shall develop and distribute rules and procedures for the orderly administration of the bank not consistent with the terms of this agreement. The committee shall be responsible for reporting District's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the bank and all other information necessary for the employee's records.

ARTICLE V. SCHOOL YEAR AND SCHOOL DAY (Policy 405.2)

A) Work day

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A professional employee shall have a seven and three-quarter hour (7hr 45 min) work day.

Due to varying building specific start times, the building administrator shall notify the staff of specific expectations.

All school personnel shall make arrangements through their building principals when necessary to be absent from the building during any part of the school day.

B) Prep Time

The District shall provide a minimum prep time equivalent to five (5) thirty-minute blocks per five (5) day week during student contact time.

C) Duty Free Lunch

Teachers will have a thirty-minute duty-free lunch.

D) Calendar Year

The basic contract year for a professional employee herein covered shall be one hundred eighty-six (186) days.

ARTICLE VIII. GRIEVANCE PROCEDURE (Policy 401.5) ✈

- A) The Payette School District's policies and practices are designed to benefit both employees and the organization. Supervisors are responsible for applying and enforcing them fairly and consistently. Employees who believe that they have been treated inconsistently with established policies may question or challenge a decision or action through the Payette School District formal grievance system.
- B) Employees who pursue a complaint through the grievance procedure system, and any individual who participated in the grievance process will not be discriminated against or suffer any reprisals for using the grievance procedure. No more than 10 days shall elapse between the occurrence and the submission of the grievance to the supervisor.
- C) A "grievance" is an allegation by an employee that there has been a specific violation, misinterpretation, or unfair application of Payette School District's written and board approved rules, policies, procedures or Negotiated Agreement. Vague charges of "unfairness" that are not substantiated by facts will not be processed through the grievance procedure. Grievances and responses shall be in writing at all levels.
- i. LEVEL ONE - Employees shall discuss the problem or concern with their supervisor(s).
 - ii. LEVEL TWO - If the conference with the supervisor does not settle the complaint, employees may pursue the matter with the Superintendent.
 - iii. LEVEL THREE - If the employee is not satisfied with the grievance or if the administration is not satisfied with the grievance they may appeal to the Payette

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School District Board of Trustees. In the event the Payette School District Board of Trustees' decision is not satisfactory, employees may request a formal hearing, either open or closed, with the right to present evidence, call witnesses and cross examine adverse witnesses, understanding that neither can compel anyone to testify.

- D) Association or legal counsel may be utilized at any level.
- E) Unless agreed upon by both parties, no more, than ten (10) working days shall elapse between the levels above. Failure of the district to act within 10 days shall allow the grievant to proceed to the next level. The grievant shall respond within ten (10) working days to verify resolution or to request to move to next level.
- F) Nothing contained herein shall prohibit the grievant from pursuing all remedies of law to which grievant is entitled.

revert policy
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401.5 Board approval

Commented [R1]: This is now different from policy. We need to either revert to original language for the sake of negotiations or bet on moving policy changes through the board. We could also remove from this negotiated agreement and take our team work to the Board as a policy change.

ARTICLE IX. ASSIGNMENT, PROMOTION AND TRANSFER GUIDELINES (Policy 401.4)

A) Position Posting

Any open Administrative and Professional Employee position, as defined in the Agreement, shall be posted. The District shall post for any open employment position or assignment with the District.

Quote
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B) Promotion and Transfer

1. Assignments shall be based upon the qualifications of the candidate and the needs of the district.
2. The goal of Payette School District's internal assignment, promotion and transfer policy is to identify workers who have the skills or ability needed and to give qualified employees an opportunity to be considered for those openings and assignments. Current employees will be given thoughtful consideration as candidates for job vacancies.
3. The primary factors considered in assignment or promotion decisions will be:
 - a. The best interest of the District; and
 - b. The relative ability and merit of all candidates, i.e., education, work history, job-related skills, knowledge, experience, ability, efficiency, initiative, attitude, attendance record and performance.
4. Payette School District reserves the right to transfer employees to different positions when deemed necessary for the best interest of the District and to maintain efficient operations

ARTICLE XII. COMMITTEES

To meet the mutual goal of educational excellence in education, through input with the Board, teachers (at least one of whom shall be PEA president designee from applicable school(s)) will be included in formulating policies, procedures, programs, textbook adoptions, curriculum

choice, materials, and any other resource required and/or implemented by the District designed to improve instruction. This includes a committee to identify leadership priorities for the District for use of Leadership Premiums according to Idaho Code 33-1004J. Teachers will participate on committees that determine the professional development needs and opportunities for professional employees aligned to district, school and individual professional improvement plans. Approval of professional leave for development opportunities will be based on standardized criteria.

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The PEA president designee from applicable school(s), will be represented on any committees that involve professional teacher salaries and/or benefits. These committees are not a substitution for negotiations and must be in consideration of open meetings laws and requirements.

ARTICLE XIII. SAVINGS CLAUSE

Should any article(s) or section(s) of this agreement be found to be in conflict with either existing Idaho Law or any law enacted after the ratification of this agreement, said article(s) or section(s) shall be deemed invalid and renegotiation shall begin immediately to bring said article(s) or section(s) into agreement with the law. Such article(s) or section(s) of the agreement which do not conflict with such laws shall be valid and binding upon both parties to the agreement for the life of the agreement.

ARTICLE XIV. AGREEMENT MODIFICATION

No change, rescission, alteration or modification of this agreement shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon. This agreement shall be governed and construed according to the Constitution and the Laws of the State of Idaho.

ARTICLE XV. DURATION

Pursuant to section 33-1275(1) all agreements entered into shall have a one (1) year duration of July 1 through June 30 of the ensuing fiscal year. Pursuant to subsection (2) of 33-1275, Idaho Code, any items other than compensation and benefits may have a non-rolling two-year duration with a designated start date and a designated end date.

Adam Rynearson, Board Lead Negotiator _____

Michelle Stoneman, PEA Lead Negotiator _____

ARTICLE XVII--SIGNATURES

SIGNATURE PAGE

Adam Rynearson, Chairman
Payette School District Board of Trustees

Date

Lori Steiniker, PEA Co-President
Payette Education Association

Date

Angie Spelman, PEA Co-President
Payette Education Association

Date

Proposal 3