

CASCADE SCHOOL DISTRICT #422
PROCEDURAL AGREEMENT
2015-2016

This Agreement is made and entered into on this 1st day of July, 2015, by and between the BOARD OF TRUSTEES OF CASCADE SCHOOL DISTRICT #422, and representatives of the CASCADE EDUCATION ASSOCIATION, an organization which the Board recognizes as representing the non-administrative professional employees.

All agreements entered into shall be governed by the provision provided for in Idaho Code 33-1275.

Nothing contained herein is intended to conflict with, or abrogate the powers or duties and responsibilities vested in the legislature, State Board of Education, and the Board of Trustees of Cascade School District #422 by the laws of the State of Idaho. Any item in conflict will be renegotiated or if not allowed by law, deleted, leaving the remainder of the Collective Bargaining Agreement intact. The Board of Trustees of School District #422 is entitled without negotiation or reference to any negotiated agreement, to take action that may be necessary to carry out its responsibility due to situations of emergency or acts of God.

WITNESSETH

WHEREAS, Idaho Code 33-1271 permits designated representatives of the School District to enter into a negotiations agreement by and between the Local Education Organization and the District:

NOW, THEREFORE, IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

Section I:

Definition of terms used in this agreement:

1. The word teacher includes non-administrative professional employees certified by the Idaho State Department of Education, actively engaged in teaching positions.
2. The word administrator shall mean and include all public school employees, including the Superintendent, Principals, and their assistants employed by the school.
3. The words Local Education Organization shall mean the local district organization duly chosen and selected by the teachers as their representatives in compliance with the Agreement.

4. The words Public School Employer, School Board or District shall mean the local school district Board of Trustees.
5. The words "In Good Faith" shall mean that in circumstances where bargaining is desired, as herein provided, both parties shall participate in a reasonable number of meetings, each conducted at a reasonable time and place; that proposals be exchanged and counter proposals be allowed; that both parties demonstrate a willingness to explain positions and to provide supportive information and data for the purpose of reaching agreement.

Section II:

The Board of Trustees of Cascade School District #422 recognizes that it is imperative that good relations exist between the teaching personnel and the school's governing body. The Board of Trustees recognizes the need for non-administrative certificated professional employees of District #422 to organize and select a representative group to meet, consult and, when deemed necessary, bargain on a collective basis, upon request with the Board of Trustees covering matters as provided for in Idaho Code 33-1275.

Section III:

Nothing in this agreement shall be interpreted to deny that the School Board is an agent of the State of Idaho charged with the subordinate responsibility of governing the School District. Nothing herein, shall deny the right of any teacher, subject to the rules of procedure adopted by the Board, from appearing before the School Board during established time limits within this Agreement to be heard, provided that such individuals may not negotiate on matters of School District operation previously negotiated and decided in the same year.

Section IV:

The representative organization designated or selected for the purpose of the teachers shall be the exclusive representatives of all teachers for the purpose of bargaining and the board shall not bargain with any other representatives, and the teacher representative organization shall not represent or bargain on behalf of administrators as herein defined.

Section V:

1. The Board of Trustees or the designated representative(s) of the School Board is hereby empowered to and shall upon its own initiative or upon the request of the Local Education Organization representing non-administrative certificated professional employees, enter into a negotiation agreement with the Local Education Organization or designated representative(s) of such organization and negotiate in good faith on those matters specified in any such negotiations

agreement between the local Board of Trustees and the Local Education Organization.

2. A request for negotiations may be initiated by either party to such negotiation agreement.
3. Negotiations shall be in open session and available for the public to attend.
4. Accurate records or minutes of the proceedings shall be kept and shall be available for public inspection at the School District during normal business hours.
5. All documentation exchanged between the parties during negotiations, including all offers, counter offers and meeting minutes shall be subject to public writings disclosure laws.
6. If requested by the School Board, the local association shall provide the district written evidence establishing that the Local Education Organization represents fifty percent (50%) plus one (1) of the professional employees for negotiations. If requested by the board, such written evidence will be provided prior to the commencement of negotiations.
7. If the local education organization or entity seeking to be declared the Local Education Organization cannot provide evidence that the majority of the non-administrative certificated professional employees have chosen and selected it as the representative organization, the District shall have no obligation or authority to enter into negotiations.
8. Should there be no entity that qualifies as a Local Education Organization the School Board has no obligation or authority to negotiate as required under Idaho Code and may establish compensation for professional employees for the ensuing school year as it deems appropriate.
9. The individual(s) selected to negotiate for the non-administrative certificated professional employees shall be a member of the organization designated to represent the non-administrative certificated professional employees of the School District.
10. In the event, a local Board of Trustees chooses to designate any individual(s) other than the superintendent or elected trustee(s) of the School District as its representative(s) for negotiations, the Local Education Organization is authorized to designate any individual(s) of its choosing to act as its designated representative(s) for negotiations.
11. Each negotiation team shall consist of one (1) chief negotiator, and may have at least two (2) team members, and one (1) alternate, but only three (3) members of each negotiating team may participate in negotiation sessions at any one time. The Board of Trustees team must consist of at least one (1) Board of Trustees member if the superintendent is the chief negotiator for the Board of Trustees.
12. The presence of two (2) members of each team is necessary to conduct a negotiation session if item #10 is not invoked.
13. Tentative agreements reached through the process of bargaining shall be reduced to writing and presented to members of the bargaining unit for ratification.

Ratification must occur in an open meeting. Following such ratification, the agreement shall be presented to the Board for its action.

- 14.** In the event the parties in negotiations are not able to come to an agreement upon compensation for non-administrative certified professional employees by May 15, and as long as the legislative session is completed and the state department of education has given appropriate information regarding school finance and budget information, if agreed upon by both parties, a mediator may be appointed. The issue or issues in dispute shall be submitted to mediation in an effort to induce the representatives of the Board of Trustees and the Local Education Organization to resolve the conflict. Mediation is nonbinding and the recommendation or recommendations of the mediator, if any, shall not be construed as having any force or effect.
- 15.** The procedures for appointment for mediation shall be determined by both parties. The cost of the mediation will be shared equally between the Board of Trustees and the Local Education Organization.
- 16.** Negotiations shall only occur between the respective designated representatives.
- 17.** Any representative selected pursuant to this act shall, without discrimination or prejudice, represent all of those in the unit without regard to organization affiliation or membership.
- 18.** The School Board shall not impose, or threaten to impose reprisals on employees by reason of their exercise of rights guaranteed by this agreement.
- 19.** All decisions of the Board of Trustees regarding matters in dispute in bargaining shall, after full compliance with the provisions of this agreement be final.
- 20.** Final ratification of any agreement reached with the Local Education Organization shall remain the sole responsibility of the Board of Trustees.
- 21.** In the event the parties in negotiations agree, such agreement shall be placed in writing by the persons who negotiated on behalf of the Board of Trustees and the Local Education Organization. Such written agreement shall be offered for approval and ratification by the Local Education Organization at an open meeting within ten (10) days from the date of agreement. If such written agreement is approved and ratified by the Local Education Organization, it shall thereafter be approved or disapproved by the Board of Trustees at its next regularly scheduled board meeting or if needed at a special meeting held by the Board of Trustees.
- 22.** All negotiated agreements or master contracts, by any name or title, entered into shall have a one (1) year duration of July 1 through June 30 of the ensuing fiscal year. The parties shall not have the authority to enter into any agreement negotiated under the provisions of section 33-1275 Idaho Code that has any term that allows for such agreement or any provision of such agreement to be in force or effect for multiple years or indefinitely, or otherwise does not expire on its own terms on or before June 30 of the ensuing fiscal year.
- 23.** Upon mutual ratification, any item other than compensation and benefits as defined in subsection (3) of Idaho Code 33-1275 as: [(compensation-salary

and benefits for professional employees) (benefits-employee insurance, leave time and sick leave benefits)] may have a non rolling two (2) year duration with a designated start and end date. A second year term for any item not defined in subsection (3) of Idaho Code 33-1275 can not be added, automatically or by mutual consent, back into the agreement after the expiration of the first year but rather may be addressed by parties at the expiration of the end date of the two (2) year term.

24. It is understood that after all proposals are agreed upon by the negotiating teams, the Local Education Organization is not bound by the agreement until such time as it is ratified by its membership. Both parties must ratify the agreement in open meetings.
25. It is understood that after all proposals are agreed upon, the Board of Trustees is not bound by the agreement until it is ratified by a majority vote of the Board of Trustees.

TEACHER LEAVES

1. SICK LEAVE:

Sick Leave will be granted one day for each month of service, or major portion thereof, with no accumulation limit. Unused Sick Leave will be applied to the Public Employee Retirement System of Idaho Sick Leave Program, subject to PERSI rules.

2. BEREAVEMENT LEAVE:

An employee is granted five (5) days without loss of pay when there is a death in the immediate family. NOTE: The immediate family shall be defined as husband, wife, son, daughter, mother, father, grandmother, grandfather, grandchild, brother, sister, mother-in-law, and father-in-law. Exceptions to the policy includes permission to use personal days and/or sick days as additional bereavement leave days must be approved by the superintendent.

3. PROFESSIONAL LEAVE:

Professional Leave may be granted upon the approval of the Principal and/or Superintendent for attendance at professional meetings. No deductions will be made from the teacher's salary and the School District will pay the substitute's salary. Professional leave always requires prior written request and approval. The written request shall be directed to the Principal and/or Superintendent of Schools. If travel or other expenses are involved, the request must be approved by the Board of Trustees, or its designee.

In the case of a teacher representing a professional group, he/she will make every effort to have the professional group reimburse the Cascade School District for substitute costs. Regardless of the reimbursement, the teacher will realize no forfeiture of pay.

4. PERSONAL LEAVE:

Three (3) days of personal leave will be granted per school year, with no carry over option. If personal leave is not used by the end of the school year, unused personal leave will be paid at the current certified substitute rate. Personal leave will be available for a teacher finding it necessary to conduct personal business during school hours, provided it is not for gainful employment or does not occur during the first or last week of school.

This absence will require the arrangement and approval of the Principal and/or Superintendent. No reason need be given for the leave. Any additional leave will result in forfeiture of 1/190 of the teacher's salary for each day absent.

5. SABBATICAL LEAVE:

Upon application, a Cascade School District employee who has been employed for five (5) years shall be eligible for sabbatical leave without pay for one (1) year for the purpose of professional growth, travel, or personal reasons.

An employee, upon returning from a sabbatical leave, shall be restored to a position for which the individual is certified and placed on the Cascade Career Ladder rung they were on prior to the sabbatical leave. An employee on sabbatical shall be considered on accumulated sick leave and all other accrued benefits shall be restored upon return.

Not more than one employee from each school in the District covered by this Agreement shall be granted sabbatical leave per year. The applicants shall be recommended by the CEA.

Applications for sabbatical leave must be submitted prior to March 1st of the previous school year to the Board of Trustees or its designee, and the approval shall be contingent upon the District finding a suitable replacement for the one year sabbatical leave. Reinstatement notification must be received, in writing, by the Board of Trustees, by March 1st for employees to be reinstated for the following year.

6. SICK LEAVE BANK

1. Each certified employee of the District, who is also a Cascade Education Association member, may participate in the Sick Leave Bank. **To participate, each teacher shall contribute one (1) day of earned sick leave at the beginning of their employment or the beginning of each school year thereafter.** Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to each participating teacher upon recommendation of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by recurring illness extending beyond the teacher's accumulated sick leave. The above policy applies to half-time teachers also.
2. In the event that the Sick Leave Bank runs out of sick leave days, it will be the option of the membership to vote to replenish the bank by donating one additional day each.
3. 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 certified employee does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank.
4. In order for a professional employee to be eligible for sick leave benefits from the bank, the employee must first:
 - A. Be a CEA member and a contributor to the bank.
 - B. Have been absent from work due to illness or accident for all of his/her accumulated sick leave days.
 - C. Join within fourteen (14) calendar days following the beginning of the contract school year, signing a contract, or the opening of the Sick Leave Bank.
 - D. A teacher may apply for benefits from the bank with thirty (30) days of illness or accident after first using all of his/her sick leave days.
 - i. The committee may request a signed statement from a licensed physician attesting to his/her incapacitation.
 - ii. In the case where the member is unable to apply, a family-designated person may do so.
5. A Sick Leave Bank Committee to respond to each application will be made up of the CEA President, Co-President, Treasurer, and the CSD Principal.

6. The duties of the Sick Leave Bank Committee will be as follows:
 - A. To respond to each application for a grant in writing and, in the event the application is denied, will state the reason(s) for denial.
 - B. To respond to each application within five (5) working days.
 - C. To come to a majority decision regarding each application.
 - D. To be responsible for reporting to the District's accounting office the names of contributors and the number of days contributed. It shall also report all days granted to whom, and all other information necessary for accurate administration of the bank.
 - E. To develop and distribute rules, procedures and forms as approved by the Association for the orderly administration of the bank.
 - F. To require from any applicant, if needed, a signed statement from a licensed physician attesting to his/her incapacitation.
7. Any changes or additions to the guidelines of this agreement shall be approved by the CEA.
8. No teacher will have their pay withheld for sick leave prior to response of the Sick Leave Bank Committee.

FRINGE BENEFITS

1. MEDICAL INSURANCE:

The School District shall purchase medical insurance for all full time employees with the maximum amount of District contribution being the amount of \$475.00 for individual medical, vision and dental coverage.

Full time employees may enroll in the above mentioned coverage if they are a permanent employee who works 20 hours or more per week.

Any employee who works less than 20 hours per week will be considered part time and will receive no benefits unless otherwise approved by the Board of Trustees.

SALARY

1. **SALARY SCHEDULE:**

When a new teacher is hired, the Superintendent will evaluate the individuals' transcripts. Those credits that exceed the certification requirements of the State of Idaho will be considered for the employee's position on the Cascade Career Ladder.

2. **LONGEVITY BONUS:**

When a certified staff member has reached the bottom of the Cascade Career Ladder and has remained at this rung on the Cascade Career Ladder for three (3) years of continued service with the Cascade School District, he/she will receive a bonus paid at the rate of 3.75% of \$23,585.46. He/she will receive the bonus after each three (3) years of continued service. The bonus will be paid in the final paycheck of the contract period.

The provision of this Agreement shall become effective as of July 1, 2015 and will continue and remain in force until June 30, 2016 at which time the Agreement expires.

1. **BASE CONTRACT**

- a. Teachers' contracts will be written for the amount for which a teacher is to be paid based on the Board of Trustees approved Cascade Career Ladder.
- b. The minimum salary required by Idaho Code for a full time certificated professional employee is \$32,700.
- c. Teacher increases or decreases in the Cascade Career Ladder will be based upon any actions taken by the Idaho Legislature and signed into law by the Governor.

2. **CASCADE DIFFERENTIAL**

- a. The Cascade Differential is defined to be the difference in a teacher's pay between the Cascade Career Ladder and the negotiated Differential above the Cascade Career Ladder. If the base contract plus the Differential is less than the state required minimum salary for teachers, the individual will be paid the state minimum.
- b. The Differential will be negotiated between the Board of Trustees and Local Education Organization.

c. The Differential payment will be in the form of a stipend and will be for one year only and negotiated annually. Appropriate deductions for PERSI and tax liabilities will be deducted in the same manner as a monthly paycheck.

d. Differential monies will need to come from funds other than federal forest funds. Federal forest funds are exempt from the Cascade Differential.

e. The Cascade Differential will be zero at the end of each contract year.

3. **SUPPLEMENTAL CONTRACTS**

a. The base for supplemental contracts for coaches and/or directors will be based on 2 different salaries. Coaches and directors hired before May 5, 2011 will use \$27,154.44 as the base salary. Coaches and directors hired after May 5, 2011 will use \$23,585.46 as the base salary.

4. **CASCADE INCENTIVE:**

- a. The Board of Trustees is charged with being fiscally responsible and in doing so believes it is important to maintain a fund balance in the General Fund account. The Board of Trustees' standard is to maintain a fund balance that is equal to ten percent (10%) of budgeted expenses for the upcoming year. The Board also believes that its employees are critical to the success of the students who attend Cascade School. In an effort to provide employees compensation for a job well done, the Board of Trustees after completion and acceptance of the annual audit will distribute equally as a one time bonus to all employees who work 29.45 hours or more a week for at least 25 weeks during that school year, any fund balance that is in excess of ten percent (10%) of the General Fund budgeted expenses for the upcoming year by up to \$40,000, including benefits. Those employees who work less than the criteria listed above would receive a pro-rated amount based upon the percentage of time worked. Substitute personnel are not eligible for this bonus.

Example: The General Fund budgeted expenses for the 2014/2015 school year are \$3,000,000. Thus the Board of Trustees would like a fund balance of \$300,000 (10% of the General Fund budgeted expenses for the upcoming year).

a. If the annual audit for the school year 2014/2015 shows a fund balance of \$250,000, then there would be no bonus.

b. If the annual audit for the school year 2014/2015 shows a General Fund balance of \$330,000, then the board would distribute \$30,000 (\$330,000-\$300,000) among employees based upon the criteria listed above.

c. If the annual audit for the school year 2014/2015 shows a General Fund balance of \$375,000, then the board would distribute \$40,000, including benefits, the maximum amount to be distributed.

Signatures:

Date: _____
Karen Thurston, Chairman, Cascade School District #422 Board of Trustees

Date: _____
Russ Fanselow, President, Cascade Education Association

**Cascade School District No. 422
2015-2016 Certified Career Ladder**

Cascade Career Ladder		
2015-2016		W/ Differential
R1	\$ 33,518	\$ 33,518
RP2	\$ 34,030	\$ 34,030
RP3	\$ 34,668	\$ 37,927
P1	\$ 36,385	\$ 39,358
P2	\$ 37,807	\$ 40,836
P3	\$ 39,269	\$ 42,368
P4	\$ 40,769	\$ 43,956
P5	\$ 42,314	\$ 45,604
P6	\$ 43,141	\$ 47,296
P7	\$ 44,760	\$ 49,069
P8	\$ 46,438	\$ 50,910
P9	\$ 48,179	\$ 52,818
P10	\$ 48,793	\$ 54,769

RP3-P10 employees hired prior to May 5, 2011 are eligible for differential salary.