

MASTER ARTICLES

OF

AGREEMENT

THE COEUR D'ALENE EDUCATION ASSOCIATION

AND

THE BOARD OF TRUSTEES

OF

COEUR D'ALENE SCHOOL DISTRICT 271

2019-2020 SCHOOL YEAR

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ARTICLE I NEGOTIATIONS

SECTION I. PROCEDURE

A. PURPOSE

The purpose of this agreement between the Board of Trustees of School District 271, Coeur d'Alene, Idaho, and the Coeur d'Alene Education Association is to establish a basic understanding, and to enter into amicable discussion to resolve matters of mutual interest in arriving at a Coeur d'Alene Education Association and Board of Trustees District 271 agreement.

The Coeur d'Alene Education Association hereinafter will be referred to as the Association, and the Board of Trustees of School District No. 271 will hereinafter be referred to as the Board.

The Board certified the Association as exclusive representative for the unit on February 26, 1972.

This agreement is entered into pursuant to the provision of Idaho Code 33-1271 through 33-1276.

B. DEFINITIONS

The term "certificated employee" as used in this agreement shall refer to all certificated personnel hired on a state approved contract represented exclusively by the Association in the negotiating unit as defined in Section C, Representation.

The term "Board" as used in this agreement shall mean the Board of Trustees of School District No. 271 in the County of Kootenai and the State of Idaho.

The term "Association" as used in this agreement shall mean the Coeur d'Alene Education Association upon verification of 50% +1 representation of certificated personnel.

The term " District" shall mean School District No. 271 in the County of Kootenai and the State of Idaho.

The term "Superintendent" as used in this agreement shall mean the Superintendent of School District No. 271 in the County of Kootenai and the State of Idaho.

The term "school year" as used in this agreement shall mean the period of time from the opening of the schools to the closing of schools in District No. 271 as defined in individual contracts.

The term "Negotiating session" as used in this agreement shall mean when the negotiation teams meet formally to negotiate.

The term "Negotiating meeting" as used in this agreement shall mean when the negotiation teams meet to discuss process and procedures for the first negotiating session.

The term "Negotiation team" as used in this agreement shall mean one (1) chief negotiator and four (4) team members.

The term "Observer" as used in this agreement shall mean one (1) assigned by each negotiation team to sit in negotiating sessions as an observer only and does not participate.

C. REPRESENTATION

It is agreed that all certificated personnel but the following will be included in representation by the Association:

1. Superintendent
2. District Administration
3. Principals
4. Assistant Principals

D. NEGOTIATING TEAM

A complete list of the Board's and Association's negotiators and alternates will be exchanged no less than three (3) working days prior to the first negotiating session. Each negotiation team shall consist of one (1) chief negotiator, four (4) team members, one (1) alternate, and one (1) observer.

Any district or association negotiator may act for their chief negotiator in her/his absence. An individual negotiator for either party may be absent without notification to the other party.

The chief negotiator will act as spokesperson for her/his party but may invite comments from other team members relative to the proposal under discussion. Alternate negotiators have the same rights as the members they replaced. Three (3) members of each team are necessary for a quorum. Negotiation teams will not exceed five (5) members at any one time.

In the event a vacancy occurs, each team has the right to replace members of it's team.

Either team may, if it so desires, utilize the services of no more than two (2) consultants per session.

E. MEETINGS

Negotiations shall be conducted at times and places agreeable to the negotiators named by each party provided, however, that the first meeting shall be held within thirty (30) days of written notification by either party of the desire for negotiations. Each succeeding meeting time, place, and date will be agreed upon at the close of the preceding meeting.

1. Date and Time

- a) If possible, regular negotiations will not be conducted during the school day.
- b) Emergency negotiations can be held by mutual consent. If, in the event of emergency, negotiations are scheduled during the school day, the negotiators shall be released from their regular duties without loss of pay and/or benefits.

2. Caucus

Caucus may be called by either party without consent of the other. However, the caucusing party shall make every effort to avoid delaying the negotiations. Caucuses should not exceed twenty (20) minutes. If more time is needed, the caucusing team will inform the other team.

3. Recess

Subject to the consent of the other party, either party may call a recess of the negotiation session for any valid reason. This would involve such items as coffee breaks, etc.

4. Adjournment

Either party may request adjournment of the negotiating session; however, adjournment must be approved by the other party.

F. RECOGNITION

The Board recognizes the Association as the exclusive representative for the purpose of negotiations with certificated personnel of School District No. 271 as defined in Section C.

All rights and privileges granted to the Association under the terms and provisions of this agreement are for the exclusive use of the Association.

G. GENERAL

This procedural agreement constitutes Board and Association commitment for terms of said agreement and the Board and the Association will carry out the commitments contained herein and give them full force and effect.

No change, rescission, alteration, or modification of this procedural 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 laws of the State of Idaho.

The Board hereby agrees that every professional employee of the District, as defined by Idaho Statute 33-1272, shall have the right to freely organize, join, and support the Association for the purpose of engaging in negotiations. The Board further agrees that it will not directly or indirectly discourage or deny any professional employee in the enjoyment of any rights conferred by the Idaho Statute relating to negotiations with professional employees of school districts, or this agreement, nor discriminate against any professional employee with respect to terms and conditions of professional service by reason of her/his membership in the Association, his/her participation in any activities of the Association or negotiations with the Board of her/his institution of any grievances, complaint, or proceeding under this agreement.

The Association shall represent in negotiations all professional employees, in accordance with the Association's Constitution and Bylaws (NEA Constitution Article II Section 2(d)) and without regard to membership in any educational organization.

The Board will notify the President of the Association, or one of its executive officers, of any regular or special Board meetings upon scheduling of said meeting. An advance copy of the agenda will be furnished to the President of the Association, when time allows.

H. NEGOTIABLE MATTERS

The Board and the Association agree to negotiate: salaries; fringe benefits; hours of employment; grievance procedures; procedural agreement and such other matters of concern as may be mutually agreed upon.

The Board further agrees to negotiate with the Association the procedural process which will be used in the Coeur d'Alene School District for improvement in such matters as: working conditions; teaching conditions; and such other matters as may be mutually agreed upon.

I. NEGOTIATING PROCEDURE

The Board agrees to make available to the Association when available to the Board information concerning the financial resources of the District, including but not limited to: annual financial reports and audits; register of Certificated personnel; tentative budgetary requirements and allocations; agendas and minutes of Board meetings; census data; names and addresses of all certificated employees; and public information available to the Board that will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of certificated employees and their students. The District and the Association agree to meet prior to the setting of the district budget for the ensuing year in order to provide the Association with an opportunity to provide input on budgeting priorities.

1. Sessions

Negotiating sessions shall be on an annual schedule, with formal negotiations to begin by March 1, or as mutually agreed upon.

2. Effective Date

Matters negotiated shall take effect on July 1 immediately following, or at another specified time mutually agreed upon.

J. JOINT STUDY COMMITTEE

A. Guidelines

1. Joint Study Committees may be formed when deemed necessary by agreement of the teams to this agreement for one year only unless agreed upon by both teams.
2. The Joint Study Committee may use consultants if deemed necessary by either party.

3. If meetings of Joint Study Committees are scheduled during the regular school day, members of such committees shall be granted professional leave, without loss of pay or benefits.
4. Recommendations and reports of Joint Study Committees are advisory in nature.
5. Joint Study Committee reports are due by May 1 or as specified by the negotiation teams.
6. Upon completion of its study and submittal of a written report on the subject assigned to it, a Joint Study Committee shall be considered dissolved, and once dissolved, no such committee shall be reactivated except by consent of the Association and the Board.
7. The above statements do not preclude the creation of any committee authorized by the Association or the Board to conduct an independent study on any subject.
8. The Superintendent and CEA President will jointly appoint a chairman and members of each joint study committee.

K. SUBMISSION AND AGREEMENT OF PROPOSALS

The submission and exchange of negotiable items shall observe the following steps:

Step 1: Refer to Article I (Section 1)(E)(Paragraph1).

Step 2: At the first negotiation session, each team shall submit a preliminary written list of topics of discussion for the negotiations. After six (6) negotiating sessions, to add any topic outside of the written list would require mutual consent of each team.

Step 3: Written counter-proposals will be submitted at regular negotiating sessions. Teams need not reply to or discuss counter-proposals earlier than the next scheduled negotiating session. By mutual consent of both teams, discussion of a proposal may be deferred for a longer period of time.

Step 4: Proposal Process

- a) All contract proposals submitted by the Association will be discussed in order presented for the purpose of both teams understanding the intent of the proposal.
- b) All contract proposals submitted by the Board will be discussed in order presented for the purpose of both teams understanding the intent of the proposal.
- c) After (a) and (b) are accomplished, proposals will be presented in order for the purpose of reaching agreement on the less difficult proposals first.
- d) After (c) is accomplished, proposals will be presented in order to either be approved or tabled.
- e) Any items not agreed upon within one (1) hour will be tabled if requested by either team and the next item in sequence will be negotiated.
- f) Tabled proposals will be re-presented for the purpose of approval or impasse.

Once agreement is reached on a proposal, the chief negotiator for each party will initial and date two (2) copies of the approved draft of the proposal. One copy will be retained by each party.

If the negotiated agreement is referred back to the teams either by the Board or the Association membership, each party shall notify the other of such action within twenty-four (24) hours. Re-negotiation shall begin within two (2) weeks from receipt of notice from the other party.

It is understood that after all proposals are agreed upon, the Association is not bound by the agreement until such time as the membership has had an opportunity to review and ratify it. This action must take place within thirty (30) days.

It is understood that after all proposals are agreed upon, the Board is not bound by the agreement until its members have had an opportunity to review and ratify it. This review must take place within fourteen (14) days after ratification by the Association.

When approved by both teams, it shall be signed by the chief negotiator or designee from each team. Thereupon, the agreement shall constitute school district policy and the Board shall take all action necessary in order to give full force and effect to the agreement.

L. MEDIATION

If the negotiations have reached an impasse, the issues in dispute shall be submitted to mediation for the purpose of inducing the Board and Association to make a voluntary agreement.

Immediately after the demand for mediation, a mutually agreed upon mediator will be selected. If agreement cannot be reached, the following procedure will be followed in selection of a mediator:

Step 1: A request will be made to, first, the State Department of Education; second, the American Arbitration Association for a list of five (5) persons skilled in the mediation of educational matters from which to select an acceptable mediator.

Step 2: Each party has seven (7) days in which to cross off unacceptable names, number the remaining names in order of preference and return the list. If a party does not return the list within the specified time, all names shall be deemed acceptable.

Step 3: From among the persons who have been approved on both lists, and in accordance with the designated order of preference, the State Department of Education or the American Arbitration Association shall invite the acceptance of a mediator.

Step 4: If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such lists of names, the State Department of Education or the American Arbitration Association shall appoint a mediator from its other members without submitting additional lists.

1. Guidelines for Conducting Mediation Under Mutually Agreed Upon Mediator:

- a) The format, dates and times of meetings shall be arranged by the mediator and such meetings will be conducted in closed sessions.
- b) The mediator shall meet with the representatives of the Board and the Association, either separately or together.
- c) To the extent that tentative agreements are reached as a result of such mediation, the procedures provided in Section K shall apply. If mediation fails in whole or in part, the mediator shall report the issues which remain in dispute to the respective parties.
- d) Costs of the mediator, if any, and actual and necessary travel expenses, shall be assumed by the party or parties requesting mediation.

M. DURATION

This Procedural Agreement shall be effective upon signing by the Chief Negotiators for both teams and shall remain in effect until altered or superseded by a new agreement.

This Procedural Agreement may be considered a negotiable item annually.

Should any sections of this Procedural Agreement be found to be in conflict with either existing Idaho law or any law enacted after the ratification of this Agreement, said sections shall be deemed invalid. Such sections of the Agreement which do not conflict with such laws shall be valid and binding upon the teams to the Agreement for the life of the Agreement.

SECTION 2. CONCLUSION OF NEGOTIATIONS

At the conclusion of Negotiations, when all issues are settled, the lead negotiator from the Association and from the Board plus one other member from both teams will proof read the Master Article of Agreement before distribution.

ARTICLE II BENEFITS

- A. **Effective Date**
The benefit plan(s) shall remain in force until otherwise modified by negotiations between the Association and the District.
- B. **Eligibility**
Each employee of the District who customarily works or is projected to work for the District twenty (20) or more hours per week and at least five (5) consecutive months per fiscal year shall be eligible to participate in the benefit plans.
- C. **Health Insurance Premium**
1. Beginning on January 1, 2014 (December payroll) the District will offer a \$400 deductible driver plan and the buy up plan. The District will provide for each employee eligible to participate in the plans up to \$938.40 per month or 68%, whichever is greater, of the Driver family medical plan. If an employee chooses another insurance plan offered by the District, the employee will pay the difference between the monthly premiums for their designated plan tier. Plan tiers are: single; 2 party; single + 1 child; single + children; family.
 2. The Board and CEA teams will form a work group with three representatives from each to research the renewal plans for medical, dental and vision each year and will forward the information to the negotiation teams. As long as the District participates in the Statewide Schools Insurance Pool (SWS), the insurance committee will consist of six members (3 representing CEA and 3 appointed by the Superintendent). Should the District leave the SWS in the future, one member will be added from each team to the committee.
 3. Vision insurance will be provided by the district at the rate of single coverage for employees.
 4. Designation of benefits to any given fiscal year must be made by August 10th of that year unless the employee was hired after August 10th of that year, in which case the employee shall be given a timeframe determined by the payroll schedule in which to designate benefits.
 5. The District will pay in full the premium to provide employee life insurance of \$50,000; to provide dependents life insurance of \$6,000.
 6. The District will pay 100% of the monthly premium to provide a Flexible Spending Account to all eligible employees. All employees will be in the program unless they opt out in writing.
- D. **Amendment**
Modifications of the plan will be subject to the negotiating process.
- E. **Administration**
This plan shall be administered by the District.

ARTICLE III LEAVES

SECTION 1. PERSONAL LEAVE

The Board of Trustees and the Association hereby agree to the following provisions regarding personal leave:

- A. Beginning with the 1994-95 school year, each certified employee shall be allocated, annually, two days of personal leave.
1. When a certified employee has used all their personal leave, each certified employee may use one (1) additional day if the employee pays for a substitute.
 2. When possible teachers should give one day prior notice to their building principal when requesting personal leave but shall not be required to put the request in writing or to state the reason for the request.

- B. Personal leave shall be defined as time needed to conduct transactions that shall not include any activity that:
 1. Violates the professional standards set forth in the teacher's contract;
 2. Provides the employee with monetary compensation for work performed on the personal leave day from an employer other than the school district;
- C. Personal leave should not be used as personal illness. Beginning with the 1997/98 school year, an employee may choose to use personal leave as sick leave only when all sick leave is exhausted.
- D. Upon approval of the Superintendent of Schools, three (3) additional days of emergency personal leave may be granted upon written request from the employee.
- E. Approved personal leave shall be reimbursed with full pay and benefits.
- F. Accumulated personal leave: Personal leave is accumulated up to a maximum of five (5) days with two (2) additional days at the discretion of the Superintendent. Accumulation shall begin with the 1992-93 school year and shall be at the rate of two (2) days per year.
- G. If an employee needs to use personal leave before and/or after a holiday, the reason must be stated to and approved by the building administrator and is subject to final approval by the Superintendent of Schools. If an employee requests personal leave which impacts flex time, then the employee will arrange opportunities to make up missed time with his/her Supervisor which could include working on a flex day.

SECTION 2. PROFESSIONAL LEAVE

The Board shall provide a minimum of .25% of the total teacher work days as professional leave days beginning with the 1994-95 school year. Beginning with the 1998/99 school year, the Board shall provide an additional ten (10) days as professional leave days. These professional leave days shall be allocated to buildings on a prorated basis for the use of teachers who are not federally funded, with the following provisions:

- A. A Building Leadership Team will be elected by each building staff. It shall be the duty of the committee to make recommendation for the allocation of professional leave days to the building principal.
- B. Teachers will submit a request for professional leave to the chairperson of the building team when possible at least ten (10) working days prior to the requested leave time. If a request is denied, the teacher shall be given notification in timely fashion.
- C. The above leave shall not include leave to attend regularly scheduled official meetings of the state education association.
- D. Expenses for in-service days for teachers who are federally funded should first come from the appropriate budgeted special projects fund, according to the same percentage at which that teacher's salary is federally funded.

SECTION 3. SICK LEAVE

- A. Employees covered under this Agreement will be entitled to sick leave at the rate of ten (10) days per year. Upon retirement through PERSI, unused portions of the accumulated sick days may accrue to 380 days commencing with the 2013-2014 school year.
- B. Sick leave can be used for family or personal illness beginning with the 1994-95 school year.
- C. If a retiring teacher has accrued sick leave before 1976 and has less than the maximum number of sick leave days accumulated, he/she shall be awarded an additional day for each year worked between 1976 and 1988 not to exceed the maximum number of allowed sick leave days.

- D. Family illness shall be defined as an illness of: father, mother, brother, sister, spouse, child, and grandparents, grandchildren, dependents or significant other residing in the household.
- E. Staff shall request their own substitute through the system provided. If there are no substitutes available through the system, the building administration will assume responsibility for providing a substitute whenever a teacher requests sick leave time.

SECTION 4. SICK LEAVE BANK

The Board of Trustees hereby establishes a District Sick Leave Bank controlled by the following philosophy and regulations.

- A. Purpose: The purpose of the Sick Leave Bank shall be to provide certificated employees who qualify by membership in the Bank with additional sick leave days needed to recover from a temporary illness. The Bank shall not be used as a reserve for time lost due to short term illness which would normally be covered by the employee's accumulated sick leave, time lost due to illness in the family, bereavement, or for purpose other than personal illness. Pregnancy will be treated as any other illness in accordance with Federal Law.
- B. Administration: The Sick Leave Bank shall be administered by the Sick Leave Council in conformance with the regulations set forth in this agreement. The Sick Leave Council shall be composed of two (2) administrators, two (2) Association members, and a fifth position will be rotated every two years switching from Association and Administration with every rotation.
- C. Eligibility for Membership: Membership in the Sick Leave Bank shall be extended to any certificated employee of the School District who has accumulated one (1) day of personal sick leave as defined by Idaho Code 33-1216 and 33-1217.
- D. Membership: Employees who donate (1) day of accumulated personal sick leave to the Sick Leave Bank prior to October 1 (or within 30 days of full-time employment) of any year shall be members of the Bank and eligible for its services. A list of current Bank members shall be published by the District and posted in the Human Resources section of the District website every September.
- E. Donations to the Sick Leave Bank shall conform to the following regulations:
 - 1. an employee donating one (1) day of accumulated personal sick leave at any time during the school year prior to October 1 (or within 30 days of full-time employment) shall be a current member and shall continue as a current member until a special assessment is called for;
 - 2. days donated to the Bank shall be non-returnable to the donor as accumulated personal sick leave in the event of loss of Bank membership or separation or transfer from the District; and,
 - 3. employees who are not members of the Bank shall have the opportunity to become members during a special assessment or prior to October 1st of each school year.
 - 4. donation of a sick leave day shall not affect the awarding of incentive days.
- F. Maximum Capacity: The Sick Leave Bank shall accumulate unused Bank days from year to year to a maximum capacity which shall not exceed double the number of eligible employees as defined in the above Section C, Eligibility for Membership.
- G. Special Assessment: If, at any time during a school year, the Bank's accumulated unused days drops to one-half (1/2) the Bank's maximum capacity, the District will notify the Association President that a special assessment of one (1) day needs to be made. The Association will inform all employees of the need for a special assessment. The District will send special assessment enrollment forms to all building offices to be distributed to all certificated staff. The special assessment forms will be returned to the Human Resources department and will be given to the District's payroll office to deduct the sick leave day from each donor's personal sick leave account. A special assessment is limited to a donation of one (1) day. Current members who have no accumulated personal sick leave days at the time of the special assessment and want to donate a day shall continue as current members

and a day will be deducted from the following year's sick leave accumulation. Any certificated employee not donating a day under the special assessment shall not be a member of the Sick Leave Bank until they re-enroll through the next special assessment or prior to October 1st of a following year.

- H. Maximum Withdrawal: The maximum number of days that shall be available for withdrawal for employee use in any one year shall not exceed the Bank's maximum capacity as defined in the above Section F, Maximum Capacity.
- I. Employee Use of Sick Leave Bank: Members of the Sick Leave Bank shall conform to the following regulations when requesting use of Bank days:
1. the employee, or the President of the Association when the employee is physically incapable, shall work with the District Human Resources department to secure written evidence that: (a) she/he has used all accumulated personal sick leave; and, (b) that he/she has purchased five (5) days of substitute teacher salary making him/her eligible to apply for use of Sick Leave Bank days;
 2. the employee, or the President of the Association when the employee is physically incapable, shall secure written proof of illness signed by a licensed physician to protect the District against malingering and false claims of illness as provided by Idaho Code 33-1216 and 33-1218;
 3. the employee, or the President of the Association when the employee is physically incapable, shall request in writing indicating the number of days desired from the Sick Leave Bank days accompanied by the above written proof of illness to the District Human Resource department to be submitted to the Sick Leave Council;
 4. the President of Association shall forward a personal recommendation for approval or disapproval to the District Human Resource department within three (3) days receipt of items number 1, 2, and 3 above;
 5. the Human Resource department will forward all the information above to the Sick Leave Council for their full consideration to make a final approval or disapproval of the request in full or in part to the employee within three (3) days of receipt of items number 1 - 4 above;
 6. if the employee's request is approved, the Human Resource department will forward the decision to payroll for immediate transfer of days.

SECTION 5. INCENTIVE LEAVE

Two (2) days of incentive leave shall be granted to each employee for each year in which no sick leave is utilized. An employee can accumulate up to five (5) days of Incentive Leave.

- A. When possible teachers should give one day prior notice to their building principal when requesting incentive leave but shall not be required to put the request in writing or to state the reason for the request.
- B. Beginning with the 1999/2000 school year, employees with 5 (five) accumulated incentive leave days will be able to turn in 3 (three) days for the current daily substitute rate per day as of the end of that academic year. This request must be made in writing on or before June 15th.

SECTION 6. BEREAVEMENT LEAVE

Up to ten (10) days Bereavement Leave will be granted for each occurrence of death in the employee's immediate family. Immediate family is defined as spouse, child, step child, or a resident of similar relationship living in the same household. If a bereaved employee requests to the Supervisor to allow colleagues the opportunity to donate personal and/or incentive days to extend the paid leave, the District Human Resources Department will send out an email to certificated staff asking for donations of personal and/or incentive leave up to a maximum of ten (10) additional days.

Up to five (5) days Bereavement Leave will be granted for each occurrence of death of an employee's other family member to be defined as parent, sibling, uncle, aunt, niece, nephew, grandparent, grandchild, the same individual related by law, or a resident of similar relationship living in the same household.

Bereavement leave must be used within ten (10) days of a death within the family, except in special circumstances with prior written authorization by the Superintendent or designee.

Up to one (1) day Bereavement Leave will be granted for each occurrence of death of a personal friend or other relative not listed above.

SECTION 7. DISABILITY LEAVE

For any physical or mental disability that results in the loss of nine (9) or more consecutive workdays, a completed District Disability Form from a licensed physician will be required defining the expected length of physical or mental disability. Further written communications from a licensed physician may be required periodically attesting to the continuance of the disability. At this time, the employee may choose to apply for leave under the American Family and Medical Leave Act.

SECTION 8. MILITARY APPRECIATION LEAVE

During any year in which Veterans Day is observed as a work day, but not a school day, all honorably discharged military and currently serving Guard and Reserve members shall be granted the option of taking that day as a paid non-work day.

ARTICLE IV MISCELLANEOUS

SECTION 1. CLASS SIZE

- A. The following schedule will be the recommended maximum class size per elementary classroom teacher. This schedule shall apply to each school within District 271 that has any or all of the grades K-6.
- | | |
|-------|-----------------|
| K - 1 | 1 - 23 Students |
| 2 - 3 | 1 - 26 Students |
| 4 - 5 | 1 - 30 Students |
| 6 | 1 - 30 Students |
- B. The recommended maximum daily student load of the individual secondary teachers grades 7 - 12 shall not be more than 1 to 30 per class, not to exceed 150 students per day, with the exception of performance classes in music and remedial classes that demand smaller numbers. The recommended maximum student load of the individual secondary teachers grades 7-12 shall not be more than 180 students in six (6) blocks over two (2) days for those teachers assigned to block scheduling.
- C. General education classrooms which contain students with disabilities who are mainstreamed shall be reduced in size in accordance with the severity of the disability as per the recommendation of the IEP team as resources allow as determined by District Administration.
- D. The following positions or persons shall be excluded from the computation of the average daily class load: counselors; librarians; elementary P.E. and music teachers; special education, Title 1 and resource teachers; and all exclusions listed in Section C of the Procedural Agreement (Article I: Negotiations Procedure).
- E. In order to provide comparable education experiences for students and equal preparatory time for teachers; specialist's instructional time, including travel time, should not exceed the maximum standard instructional time for elementary teachers in grades 1-5.

SECTION 2. DEPARTMENTAL GRADE LEVEL CHAIRPERSON POSITIONS AND LEADERSHIP TEAM

- A. In order to provide clarity and uniformity to the election, recruitment, and assignment of responsibilities to grade level and department chairpersons, it is recommended:
1. that in the absence of written job descriptions and established forms of compensation, all grade level and departmental chairperson positions be voluntary;

2. that the responsibilities of grade level and departmental chairperson positions be determined by mutual agreement between each building principal and/or the district administrators; and departmental chairperson; and,
 3. that the evaluation of chairpersons not be included in any report or evaluation which determines re-employment as a classroom teacher.
- B. In the event grade/departmental chair positions are filled and recognizing that differences in responsibilities exist between the elementary grade level chairperson positions and the secondary departmental positions, it is recommended:
1. that the election of an elementary grade level chairperson occur by written ballot prior to the last spring grade level meeting for each succeeding school year; and,
 2. that efforts be made to assist the elementary grade level chairperson with clerical help during major curriculum report periods.
- C. Procedure for filling secondary department chairperson positions:
1. The recruitment of departmental chairperson(s) occur prior to May 15 for the following year;
 2. Efforts should be made to give departmental chairpersons smaller class enrollments in years when major curriculum revisions or text adoptions are considered; and,
 3. With the approval of building principals, Department chairs may be released from extra duties in years when major curriculum revisions or text adoptions are considered.

SECTION 3. WORK DAY

- A. All teachers will receive a thirty (30) consecutive minute duty free lunch. Nothing herein shall prohibit teachers from volunteering for supervision duty during their 30 minute lunch period for pay at a rate of no less than \$14 per hour.
- B. Report Card/Portfolio/Grade Preparation Time. For all employees involved in the educational processes of children in Grades preK-8, the district calendar committee should include work days for grade preparation at the end of each quarter in the school calendar year.
1. Work days in grades preK-12 will be protected from required building meetings at the quarter and semester grading periods.
- C. Elementary Specialist Provisions. The district will provide music, physical education, and art specialists for the elementary schools. Each elementary classroom teacher will be given a preparation time while the specialist is instructing his/her class. Elementary specialists will receive the same daily preparation time as elementary classroom teachers in continuous blocks of time. They will also be provided at least 5 minutes between each class to prepare for the next class. Passing time comes into effect only when classes are back to back.
- D. Preparation Time.
1. Each secondary teacher shall have a daily preparation time equivalent to one instructional period.
 2. Each elementary teacher and elementary specialist shall receive 225 minutes of preparation time per 5 day work week. Three 45 minute preparation times will be provided by art, music and PE specialists. No prep allocation of time will be less than 30 minutes. The Principal will make the following effort to provide a daily preparation period for every teacher.
 - a. The Principal will develop a schedule with the goal of daily prep time for every teacher as described above.
 - b. If the Principal cannot create a schedule which includes daily prep time for every teacher, the Principal will convene either the Building Leadership Team or a scheduling committee of classroom teachers to attempt to create a schedule with daily prep time for every teacher. In either case, all current staff providing prep time will be given the opportunity to be included in the scheduling process.
 - c. If after these attempts are made and schedules do not allow for daily preparation time for every teacher, the following steps will be followed:
 1. The Principal will ask for volunteers (e.g. in a given grade level) to have two preparation periods on one day (and non on another day).

2. The Principal will also consult with the teacher about whether the two preparation periods on one day will be a 30-minute, 45-minute, or a combination thereof, if it is possible to accommodate such a request.
 3. If there are no volunteers, and all above steps have been followed, the District will work with the Association to formulate a satisfactory resolution.
3. To accomplish tasks assigned to staff responsible for providing preparation time during the first week of school and the last two weeks of school; there will be 4 (four) meeting/activity-free mornings each week from 8:15 – 8:45 in exchange for the elimination of prep time as described in D(2)(a) above for such weeks.
- E. Generally, the teacher day at the work site will be a common 7.5 hours.
1. Except in the case of emergency, there shall be no required meetings that go beyond the fifteen minutes prior to the beginning of instruction at the start of the day.
 2. There shall be no more than three (3) required meetings per month outside the 7.5 hour teacher day at the work site. The District retains the right to hold meetings at any time within the 7.5 hour teacher day at the work site. CEA may use two (2) of these days per year for voluntary CEA meetings at the elementary, middle and high school grade levels. The CEA will coordinate the dates of these meetings with Building Administrators to avoid meeting conflicts.
 3. After attempts have failed to coordinate schedules for a parent/student driven meeting, the District retains the right to hold meetings beyond the three limit outside of the 7.5 hours teacher day at the work site.
 4. In the event of a crisis, an emergency meeting may be called that extends beyond the 7.5 hour teacher day at the work site.
 5. Any meetings on a volunteer basis will be attended at the discretion of the staff member and will be free from pressure by the administration or the association.
- F. Special Education Flex Time: Special Education teachers shall receive three (3) days prior to the beginning of the school year, to be used as flex time during the school year, with substitutes being paid by the District. The schedule for those flex days should be established at the beginning of the year, with supervisors assuring the most qualified substitutes and avoiding days prior to holidays whenever possible.
- G. In the case of individual school closure or District closure, any leave requested by an employee as defined by the contract will be considered zero sum. The employee is responsible to notify payroll in writing or by email to withdraw the leave form. This request must be sent within thirty (30) days of such closure.

SECTION 4. CEA PRESIDENT RELEASED TIME

Beginning with the 2003/2004 school year, the CEA president or designee shall be released the equivalency of two days per week to conduct CEA business. The cost of the first 38 days shall be paid 100% by the district. Any days beyond that will be paid by the Association.

Beginning with the 1998/99 school year, the CEA President shall be released from regular duty responsibilities to facilitate progress in keeping with the requirements of the office.

SECTION 5. COMMUNICATION

To assure the continuation of open communications between the administration and the teachers, and to facilitate progress toward the goal of maintaining the general working conditions and the conditions of employment at the highest minimum standards, the Board and the Association agree to utilize the following procedures:

- A. the Superintendent and the Association President shall meet and confer on a regular basis (not less than monthly) to discuss matters of mutual concern: and,
- B. both the CEA and the Board encourage teachers to become informed -- to facilitate this there will be quarterly meetings of twelve teacher (building) representatives, principals, one or more District Office administrators, and

a representative from each support staff area (custodial, library/aide, cook, bus) for informational and problem solving purposes.

- C. Since both the board and the CEA encourage the teachers to become informed, the Board will grant the CEA the right to hold twice yearly meetings during the regularly scheduled, non-student contact, teacher work days, from 1:30 p.m. to 3:00 p.m., to help facilitate this gathering and exchange of information.
- D. The CEA recognizes the Board's responsibility to comply with State and Federal Law.

SECTION 6. TEACHER INVOLVEMENT IN PROFESSIONAL DEVELOPMENT DECISIONS

- A. A committee of teachers should be established each spring to assist the assigned administrator for Instructional Services in designing professional development activities for the following school year.

SECTION 7. SUBSTITUTES

- A. In hiring substitutes, the district should give first priority to the use of Certificated substitutes and will attempt to use substitutes who have experience in the area from which substitution is required.
- B. When a teaching position has been occupied for eleven (11) consecutive work days by a substitute, the position will then be considered long term. When a substitute has served for 11 consecutive days in the same assignment, he/she will be paid at the rate of \$90.00 a day. When a substitute is a retired teacher from the Coeur d'Alene School District, he/she will be paid at the rate of \$100.00 a day for a long term assignment.
- C. The district will not change substitutes for the purpose of avoiding long-term substitute status.
- D. Classroom teachers will make every effort to secure a substitute through the District Automated Substitute Finder System when they are going to be absent. If the position is unfilled at the beginning of the work day when the substitute is needed, then the school administration may ask for teacher volunteers. Teachers who substitute during their preparation time shall receive \$37.00 per hour.

SECTION 8. PARENT/STUDENT COMPLAINT PROCEDURES

- A. The district shall have a policy outlining parent/student complaints.

SECTION 9. MEMORANDUMS OF UNDERSTANDING (MOU)

- A. All memorandums of understanding should define the life of the agreement mutually agreed by both parties. If it is undefined, the term will be valid for one school year.

SECTION 10. EMPLOYEES CHILDREN

- A. School District 271 employees who would like their children to attend a school outside of the designated school district boundary will follow the Board's voluntary transfer/open enrollment policy. Children of school district employees will be given first priority during the transfer process.

ARTICLE V REVIEW PROCEDURES

SECTION 1. GRIEVANCE PROCEDURE

- A. Section I - DEFINITIONS

A complaint is defined as an employee's concern for an action which has affected him/her personally and for which the employee has sought clarification from his/her building administrator. If the complaint involves his/her building administrator, then the concern would be referred to his/her building administrator's supervisor.

A grievance is defined as an employee's effort to seek redress for an action which has affected her/him personally and for which the employee has unsuccessfully sought redress through the complaint procedure. A grievance would be referred to the Superintendent or designee.

An employee is one or more than one staff member(s) as defined in Article I, Section C.

B. Section II - COMPLAINT PROCEDURE

A complaint must be taken up by the employee with her/his building administrator within fifteen (15) work days after the occurrence except when it is reasonably established that the employee was unaware of the circumstances that were the basis of her/his complaint or was prevented from presenting a timely complaint by circumstances beyond her/his control. In such event, the complaint must be filed within fifteen (15) work days after the employee(s) becomes aware of the occurrence out of which the complaint arose.

Within fifteen (15) work days, if the employee is not satisfied with the building administrator's decision, he/she may request and set up a meeting with a district administrator or designee.

During the complaint procedure, neither party may be accompanied by legal counsel. An employee may have a representative present during the complaint procedure upon his/her request.

C. Section III - GRIEVANCE PROCEDURE

1. Step 1

If the employee has sought redress through the complaint procedure and has not received satisfaction, the employee may file a written notice with the superintendent of schools declaring that a grievance exists.

The declaration must include the following specifics:

- a. the original complaint taken up with the building administrator and the district administrator or designee;
- b. the portion(s) of the building administrator's and the district administrator or designee's decision that are unacceptable;
- c. the reasons why those portions are unacceptable; and,
- d. the corrections sought by the employee.

Upon receipt of the declaration, the superintendent or designee will set up a meeting within ten (10) working days between the grievant and the superintendent or designee.

During the grievance procedure, either party may be accompanied by legal counsel. If either party is going to have legal counsel, that party should give sufficient notice to the other party of such representation.

The superintendent or designee will render a decision on the grievance within five (5) working days after the meeting.

2. Step 2

If the employee is not satisfied with the superintendent's or designee's decision, she/he may submit a written request to the Chairperson of the Board of Trustees or designee of School District No. 271 petitioning a reconsideration of the superintendent's or designee's decision. The written request shall include the following specifics:

- a. the grievance taken up with the superintendent or designee;
- b. the reasons why the superintendent's or designee's decision is not unacceptable; and
- c. the corrections sought by the employee.

Upon receipt of the petition, the Chairperson of the Board, or designee, shall set up a date for a hearing within ten (10) working days.

The hearing may be attended by any person(s) requested by the grievant or the superintendent or designee.

The Board will act as an impartial third party during the hearing and will render a decision and forward the decision to the grievant and the superintendent or designee within five (5) working days.

3. Step 3

If, after the Board's hearing and decision, a satisfactory settlement is not reached, the grievant may then request that the grievance be submitted to binding arbitration to an impartial neutral third party as agreed by both the grievant and the Board as determined in the Procedural Agreement (Article I, Section L: Mediation), and paid for equally by the Association and the School Board and authorized by them to render a binding decision.

D. Section IV

All decisions will be forwarded to both parties.

All time limits herein may be extended in cases of absence or mutual agreement of both parties.

A decision not rendered within the time limit stated, unless mutually agreed upon by both parties, will permit the grievant to immediately go to the next step.

If the employee is not satisfied with the amount of time taken at the complaint stage, she/he may proceed to the next step.

SECTION 2. DISMISSAL OF PROFESSIONAL EMPLOYEES

The Coeur d'Alene School District will follow Coeur d'Alene School District policy and abide by Idaho State Code #33-513 in the dismissal of professional employees.

SECTION 3. AVAILABILITY OF PERSONNEL FILES

The Board recognizes that access to personnel files is sometimes necessary and desirable. However, the procedure which will best maintain the confidentiality of the file is one which includes the following:

- A. the employee may review only his/her own file and can initiate such a review by submitting a written request to the appropriate director of personnel;
- B. the employee must give reasonable notice and arrange for an appointment. The file may then be reviewed by the employee in the presence of an administrator;
- C. all contents of the file shall be available for review by the employee except that information provided on a confidential basis prior to employment by the school district such as information from college, universities, previous employers, or other personal information provided as reference;
- D. no written report, comment, or evaluation concerning an employee shall become part of the file without the employee being presented a copy;

- E. file contents may not be removed from the Superintendent's office. Copies of the contents of the file may be made in the presence of an administrator at the expense of the employee; and,
- F. the professional employee shall have the right to answer any material filed, and her /his answer shall be submitted to the principal, forwarded to the appropriate director and attached to all file copies.

SECTION 4. DISCIPLINE/DISMISSAL

- A. Dismissal of an employee shall be pursuant to District Policy and Idaho Code.
- B. Discipline resulting in suspension or probation for a professional employee shall be in accordance with the following procedure:
 - 1. The employee will be informed of the basis(s) for the disciplinary action prior to implementation whenever possible.
 - 2. There shall be a review process prior to implementing the above defined discipline under this provision.
 - 3. The employee will be given the opportunity to discuss the matter with the supervisor/principal or the Superintendent and may submit a written rebuttal.
 - 4. An employee shall be entitled to have a representative present during the discussion of the above discipline steps.

SECTION 5. PROFESSIONAL GROWTH PLAN

Professional Growth Plan documents cannot be used as evidence for probation or termination.

SECTION 6. INPUT OF PRINCIPAL'S PERFORMANCE

A joint committee consisting of three (3) members appointed by the Association and three (3) administrators appointed by the District shall review annually, the procedure for providing input on the performance of building administrators. The procedure shall include timelines and a single assessment tool to be used in a consistent manner throughout the district. Employee responses to the assessment tool shall be anonymous.

The following procedure will be used:

- 1. Building representatives will compile the administrator survey information.
- 2. The compiled information will be forwarded to the administrator for review.
- 3. Two building representatives will meet with the administrator to go over the survey information.
- 4. The survey information will be forwarded to the administrator's supervisor.

SECTION 7. CERTIFICATED EMPLOYEE EVALUATION

The Board of Trustees will have a policy for certificated employee evaluation in accordance to Idaho Code.

District security cameras shall not be used as a means of input for evaluating instructional performance. Security footage may be used to address Idaho Code of Ethics conduct.

**ARTICLE VI
SALARY**

SECTION 1. EVALUATION OF CREDITS FOR SALARY SCHEDULE ADVANCEMENT

The Board and the Coeur d'Alene Education Association hereby agree to the formation of a Credit Review Committee. The Committee will review all credit rejections made by the administration that are requested by the teacher(s) involved. The Committee shall consist of two (2) administrators appointed by the Superintendent and two (2) Association members appointed by the CEA President.

In the event of a tie vote by the Committee, the Superintendent shall cast the deciding vote.

All other provisions of the existing agreement will remain unchanged.

SECTION 2. EXTRA DUTY ASSIGNMENTS

The Joint Study Committee hereby recommends the following as guidelines for extra duty assignments:

- A. That extra duty assignments be defined as student-related functions which require adult supervision before or after the established teaching day set forth in Board Policy. Extra duty assignment shall not include Extra-Curricular Activities which are defined as assignments requiring specialized qualifications or experience which are for pay and entered into mutually by the teacher and the Board of Trustees.

Examples of student-related functions shall include but not be limited to events requiring ticket gate control and general student body supervision, evening events which require chaperones and security personnel, and student organization trips which require chaperones and general supervision.

- B. That recruitment for the supervision of such functions is by one of two (2) methods: first, through volunteers and, secondly, by building assignment of teachers. In the event that there are insufficient volunteers for any function as defined above, the building principal(s) shall make teacher assignments to the functions on a rotation basis.
- C. That those who volunteer for supervision and/or who are assigned to supervision of such functions shall be compensated for time at a rate not below minimum hourly wage.
- D. The District shall pay a stipend of \$50.00 per night to each professional employee who participates in an overnight 6th Grade Transition program.
- E. Activities that require adult supervision and payment for such supervision beyond the school day must be approved by the Board

SECTION 3. CURRICULUM COMMITTEES

- A. The district shall make a good faith effort to schedule meetings of curriculum committees during the summer months and employees who serve on such committees may receive a stipend for summer curriculum committee work. The summer curriculum stipend will be at a rate of \$100 per full day and \$50 per half day

When district committees meet during the regular school year, teachers shall receive one credit, if offered.

SECTION 4. IN-SERVICE WORKSHOPS

When teachers attend district sponsored in-service workshops, they can earn in-service hours for credential renewal purposes only. (15 hours of in-service equates to 1 semester credit for renewal purposes only)

SECTION 5. SALARY SCHEDULE

- A. All degree lines and Science of Teaching lines shall be removed from the salary schedule.
- B. Definition of Credit: The salary schedule shall be a semester unit schedule. Conversion of quarter credits to semester units shall be on a 2/3 computation.
- C. Definition of Acceptable Course Work: Post-graduate work or approved district courses which will enhance the teacher's teaching performance or contribute to professional growth, when related to his/her teaching growth plan, will be accepted by the administration for advancement. Course work by correspondence will be judged on the same criteria as all other course work.

- D. Definition of Unacceptable Course Work: Courses which have been (a) taken for audit; (b) repeated courses; (c) taken for personal study and have no relationship to classroom assignment or professional growth; (d) taken at non-accredited institutions; and, (e) failed or listed as incomplete are not acceptable for advancement.
- E. Review of Unacceptable Course Work: Courses that have been rejected by the administration are eligible for review by the Credit Review Committee as provided by Article VI, Section 1 of the Articles of Agreement.
- F. Verification of Earned Credits: Official transcripts from the granting university or college are the only acceptable verification of earned credits. Transcripts must be received by the administration not later than October 1 for advancement unless otherwise permitted by the administration.
- G. Advancement on the Salary Schedule by New Employees: Only those credits earned after the date of teacher certification or the award of a Bachelor Degree in Education will be acceptable for salary advancement.
 - 1. Except new employees who earn their teaching certificate in states that require a fifth year of education beyond the Bachelor Degree, and then only if no time lapse occurs between the granting of the Bachelor Degree and the completion of certification. Student teaching credits will not be allowed for advancement on the salary schedule.
 - 2. Except, beginning with the 2004/2005 school year, employees whose position in Idaho requires a Masters Degree to obtain the endorsement. The District will recognize all required credits beyond the bachelor degree plus the Masters stipend as indicated on the District Salary Schedule.
- H. Exceptions for New Employees: Exceptions may be granted by the administration for new employees.
- I. The maximum number of acceptable semester hours earned for salary schedule advancement in any one school year shall be sixteen (16). Nothing herein shall prohibit an employee's advancement on the salary schedule for more than one educational increment in any one school year for: 1) previously earned and approved credits; or, 2) credits earned, approved, and carried over in any one year in excess of sixteen (16) semester hours after September 10, 1975.
- J. There will be no six (6) credit restriction for in-district computer courses for advancement on the salary schedule.
- K. Certificated teachers who were on a teaching contract during the 1985-86 school year and have had credits disapproved by the Administration will not be allowed to use them for advancement purposes.
- L. Existing Credits: All existing credits which have been approved by the administration shall remain unchanged.
- M. The salary schedule shall contain the following provisions:
 - 1. Experience Steps: The experience steps on the salary schedule shall be 5% down and 5% across.
 - 2. Advanced Degree Bonus: An advanced degree bonus of 6.25% of the base shall be given to teachers holding a Master's Degree, and 12.5% bonus on the base shall be given to teachers holding a Doctorate.
 - 3. Annex A: Current Salary Schedule
- N. Employees working less than nine (9) months, or working a full nine (9) months but less than a full day shall be compensated on a pro rata basis.
 - 1. Employees working part of a five (5) period day in middle and high school will be paid one-fifth (1/5) of their daily salary for each period worked. This formula provides the part-time employee compensation for preparation time.
 - 2. Employees working part of a two (2) day block schedule with six (6) period options will be paid one-sixth (1/6) of their daily salary for each period worked. This formula provides the part-time employee compensation for preparation time.
 - 3. Where the working day is not comprised of instructional periods, the length of the working day shall be determined by the number of instructional hours the employee is required to be present in the building.
- O. Existing Provisions: All provisions existing in prior agreements not changed by this agreement shall remain in effect.
- P. Salary Matrix Placement: beginning with the 2019-20 school year, the District will recognize each full year of contracted teaching experience, up to eight (8) years, when placing new certified employees on the salary schedule. Those years of experience must be in an educational institution accredited by an agency recognized by the Idaho State Department of Education.

SECTION 6. EXTRA-CURRICULAR ACTIVITIES

Extra-Curricular activities are defined as assignments requiring specialized qualifications or experience which are for pay and entered into mutually by the teacher and the Board of Trustees. Pay for Extra-Curricular Activities shall include but not be limited to services such as coaching in athletics, debate, speech, directing band/chorus groups, and other services outside the 7.5 hour school day for pay that may be determined by negotiations.

Employees may choose to have their extra-curricular pay distributed over ten months, twelve months, or they may draw their extra-curricular pay in one lump sum at the conclusion of the activity.

The Extra-Curricular schedule is divided into categories that include the High School, the Middle School, and the Elementary activities schedules and the Non-Sport Extra Duty Schedule.

The extra-curricular contract will be separate from the regular teacher's contract.

Process for adding an extra-curricular activity to the following schedule: The request shall be submitted in writing to the Building Principal. Once received by the Building Principal, the request along with a building recommendation will be sent to the District Human Resource department. This request should include: hours worked outside the regular work day, number of competitions, number of coaches/advisors to supervise, and duration of the season. A committee of activity directors, administration, and a representative(s) from the requesting group will meet to review the request based on district resources. The committee will make a recommendation to the negotiation teams. The recommendation will be finalized in correspondence with the requesting party.

When a position that is listed in the stipend section of the Master Articles is officially cut, the position cannot be replaced with a volunteer advisor nor can the extra-curricular activity be run as a student interest club.

The process to reinstate a paid stipend position will be as follows: the request shall be submitted in writing to the Building Principal. Once received by the Building Principal, the request, along with the Building Principal's recommendation, will be sent to the District Human Resource department. A committee comprised of an activity director(s), building administrator and a district administrator shall meet to review the request, based on available district resources and the building principal's recommendation.

EXTRA CURRICULAR ACTIVITIES SCHEDULE

All High School Extra salaries are figured as a percentage of a base salary of \$34,274. Middle and Elementary Extra salaries are figured as a percentage of the base salary of the current teacher salary matrix.

Beginning with the 1999-2000 school year, coaches/advisors who have coached/advised in the same sport/activity for 5 (five) and 10 (ten) consecutive years will receive a stipend in the amount of adding 10% to the base salary before figuring the above percentage. (example: base salary x 1.10 x % listed below). Assistant Coaches/Advisors who transfer to a Head Coach position (or visa versa) will begin at year zero (0) at the time of the transfer.

Basketball (Boys & Girls)

Head Coach	16.9%
Assistant Coach	11.7
JV Head Coach	11.7
Freshman Coach	11.7
Middle School 8 th Gr. Head Coach	8.2
Middle School 8 th Gr. Asst/7 th Gr. Coach	6.7

Football

Head Coach	16.9%
Offensive Coordinator	12.9
Defensive Coordinator	12.9
JV Head Coach	12.9

Assistant Coach	11.7
Freshman Coach (Head)	11.7
Freshman Assistant Coach	9.9
<u>Wrestling</u>	
Head Coach	16.9%
Assistant Coach	11.7
Middle School 8 th Gr. Head Coach	8.2
Middle School 8 th Gr. Asst/7 th Gr. Coach	6.7
<u>Track (Boys & Girls)</u>	
Head Coach	16.9%
Assistant Coach	9.9
Middle School 8 th Gr. Head Coach	8.2
Middle School 8 th Gr. Asst/7 th Gr. Coach	6.7
<u>Baseball</u>	
Head Coach	14.5%
Assistant Coach	9.9
<u>Softball</u>	
Head Coach	14.5%
Assistant Coach	9.9
<u>Volleyball</u>	
Head Coach	14.5%
Assistant Coach	9.9
Freshman Coach	9.4
Middle School 8 th Gr. Head Coach	8.2
Middle School 8 th Gr. Asst/7 th Gr. Coach	6.7
<u>Cross Country (Boys & Girls)</u>	
Head Coach	14.5%
Assistant Coach	9.9
Middle School 8 th Gr. Head Coach	8.2
Elementary	2.5
<u>Golf (Boys and Girls)</u>	
Head Coach	12.7%
<u>Soccer (Boys and Girls)</u>	
Head Coach	14.5%
Assistant Coach	9.9
<u>Tennis</u>	
Head Coach	12.7%
Assistant Coach	9.4
<u>Debate</u>	
Head Coach	12.5%
Assistant Coach	6.8
<u>Drama/Theatre</u>	
	16.0%
<u>Speech</u>	
	8.8%
<u>High School Newspaper</u>	
	8.1%

<u>Yearbook</u>	
High School	8.1%
Middle School	5.1
<u>Cheerleader Advisor</u>	
Fall	8.8%
Winter	8.8
<u>Drill & Dance Team</u>	
Fall	8.8%
Winter	8.8
Assistant/Middle School	4.0
<u>Music</u>	
Instrumental High School	13.6%
Instrumental Middle School	12.1
Strings High School	6.2
Elementary Strings	7.9
Vocal High School	9.6%
Vocal Middle School	8.8
Vocal Elementary	6.2
<u>INEL</u> (Academic Team)	8.8%
<u>Forestry</u>	5.9%
<u>Athletic Trainer</u>	20.0%
Assist.	16.0
Assist.	16.0

**ARTICLE VII
VACANCIES, PROMOTIONS, TRANSFERS, ASSIGNMENTS**

SECTION 1. SELECTION

It shall be the policy of School District 271 to recruit the best qualified applicant, select the best qualified applicant or deny employment without regard to race, color, religion, sex, national origin, age, or disability in any educational programs or activities receiving federal financial assistance or in employment practices. The District provides equal access to the Boy Scouts and other designated youth groups. Inquiries regarding compliance with this nondiscrimination policy may be directed to the Director of Special Services or Director of Human Resources at the District Administration Center, 1400 N. Northwood Center Court, Coeur d'Alene, Idaho 83814-2471 (208) 664-8241. Recruitment shall be determined by the availability of applicants, the specificity of the job description, and Superintendent's recommendations. Vacancies shall be filled on the basis of experience, competency, qualifications of the applicant, length of the applicant's service in the district and other relevant factors. The District Human Resource department shall monitor such procedures to ensure Title IX compliance.

All qualified employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered.

SECTION 2. POSTING OF VACANCIES

Once a vacancy is declared, it shall be posted in all school buildings, district website, and posted at the District Administration Office. The vacancy notice will include a statement of minimum requirements. No vacancy shall be filled until posted for a minimum of five (5) work days.

Vacancies that can't be filled by a qualified applicant may be assigned on an interim basis. This assignment may not extend beyond the end of the current school semester. Such vacancy will be reposted as needed to find a qualified applicant.

A. **IN-DISTRICT CERTIFICATED EMPLOYEE** is defined as an employee employed in a position that requires an Idaho Education Credential.

Before August 15th of each year: Any in-district certificated employee who desires to apply for a posted certificated position shall submit to the HR Department: 1) a current resume to remain on file for one year and 2) submit a written statement of such desire for each position by the closing date and time. The employee will be expected to notify current supervisor of their application.

In filling vacancies, preference shall be given to qualified in-district certificated employees who are in good standing. When all other factors are substantially equal, length of contracted time in this School District shall be the deciding factor in filling the vacancy

- Preference shall mean that a qualified in-district certificated employee's application shall be given to the screening committee without any prescreening mechanism.
- Prescreening mechanism will be defined as prescreening interviews or any other prescreening score sheet that limits the applications given to the screening committee.
- Qualified will be defined as an employee holds an appropriate endorsement and meets the Federal definition of highly qualified status, if required.
- Certificated will be defined as employee who is currently working in a position that requires certification and a State approved employment contract.
- Good standing will be defined as an employee who is not on disciplinary probation or professional assistance.

In-district applicants not selected for an interview or for the position shall receive a telephone call from the hiring administrators. If the hiring administrator is not able to speak directly with the applicant after two (2) attempts, then a written response will be sent. An in-district applicant who was interviewed but not selected will be granted a conference by the hiring administrator upon request.

On or after August 15th of each year: 1) In-district candidates may not be considered and 2) the five (5) day posting minimum may be waived.

SECTION 3. PROFESSIONAL PERSONNEL ASSIGNMENT

The Board of Trustees shall hire each certificated employee to a position in the School District. Generally, the Board will act on the recommendation of the Superintendent which shall be based on recommendations of the supervisor. Certificated employees shall be hired in accordance with certification standards as prescribed by the law of the state of Idaho and the regulations of the State Department of Education.

- A. **REASSIGNMENTS:** Reassignment is defined as movement of a certified employee within a building from one subject and/or grade level to another. Reassignment may be made at any time during the year via Building Administrator's action.
- B. **TRANSFERS:** In addressing the opening and/or closing of schools and/or demographic changes, transfer is defined as movement of a certificated employee from one building to another building in order to meet staffing needs. This movement could include a change in grade level and/or subjects.
1. Procedures for transfers prior to August 15th:
 - a. The Sending Building Principal will ask for voluntary transfers first. The building administrator shall ask the department/grade level certificated staff in which the change is taking place for voluntary transfers. The employee will communicate such desire to the building administrator. The

Building Principal will review all requests. When all other factors are substantially equal, district seniority shall be the criterion for voluntary transfers.

- b. When there are no volunteers criteria for the selection of involuntary transfers shall be established by the district and building administration, with input from building staff. The criteria shall include but not be limited to certification, teacher preference, related teaching experience and seniority. The Superintendent or designee shall review and approve such criteria. When all other factors are substantially equal, district seniority shall be the criterion (in other words: last hired in the District will be transferred).

2. Procedures for transfers on or after August 15th:

- a. The Sending Building Principal will ask for voluntary transfers first. The building administrator shall ask the department/grade level certified staff in which the change is taking place for voluntary transfers. The employee will communicate such desire to the building administrator. The Building Principal will review all requests. When all other factors are substantially equal, district seniority shall be the criterion for voluntary transfers.
- b. When there are no volunteers the building administrator will make the decision to transfer a staff member based upon but not limited to certification, teacher preference, related teaching experience and seniority. When all other factors are substantially equal, District seniority shall be the criterion.

3. Any employee affected by an involuntary transfer (prior to, on or after August 15th) shall be verbally notified by administration as soon as possible followed by written documentation from the District HR department. Upon written request by said employee, the employee shall be released by the Board from his/her contract.

- a. The District will assume responsibility to move classroom materials for the staff member if requested.
- b. If the decision is made during the first 30 days after the contract begins, the District will stipend the staff member \$100 for moving classroom supplies and classroom setup. If supplies are needed from the classroom budget and the purchase procedure is not timely, exceptions may be granted.
- c. The Building Administrator has responsibility to make sure that the classroom is equipped with the standard materials and furniture within 30 days unless delivery of furniture or materials is delayed.

C. **OTHER PERSONNEL PLACEMENTS:** The Superintendent has the authority to move an employee in extenuating circumstances (professional and/or ethical concerns) at any time. When this occurs, the Superintendent or designee will always meet with the staff member, and their representative if requested, sending building administrator, and/or receiving building administrator to discuss the movement before action is taken.

D. **PROFESSIONAL ASSISTANCE/PROBATIONARY EMPLOYEES:** Except in the case of extenuating circumstances, an employee placed on professional assistance or probation shall not be transferred during the professional assistance/probationary period unless it is mutually agreed that a transfer shall be in the employee's best interest.

E. **UNIQUE POSITIONS**

1. Based on the unique responsibilities of Special Education Teachers, School Psychologists, and Speech Language Pathologists: these positions are exempt from procedures set in Article VII (Section 3) and are subject to reassignments and/or transfers due to building needs, case loads, and/or schedules.
2. Based on the unique responsibilities of Elementary Specialists teaching Art, Music, and PE: these positions are exempt from procedures set in Article VII (Section 3) and shall follow the existing procedures as outlined in the Specialist's Scheduling Criteria.

F. NEW PROGRAMS

Any certificated employee on a renewable contract and reassigned and/or transferred to teach in a temporarily funded program shall be reassigned to a position for which qualified if the temporary program is discontinued.

SECTION 4. REDUCTION IN FORCE

In the event of a Reduction in Force (RIF), professional employees should refer to the established Coeur d'Alene School Board Policy #468.

MEMORANDUM OF UNDERSTANDING

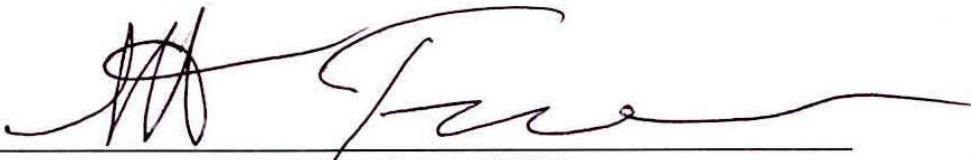
The Coeur d'Alene School District and CEA agree to the changes to the Master Article of Agreement between the Coeur d'Alene Education Association and the Board of Trustees of Coeur d'Alene School District 271.



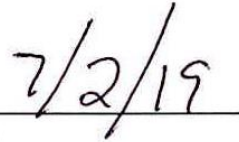
Trina Caudle, Chief Negotiator for the Board of Trustees



Date



Scott Traverse, Chief Negotiator of CEA



Date

**2019-2020 MEMORANDUM OF UNDERSTANDINGS
NOT PART OF THE MASTER ARTICLES OF AGREEMENT
FOR INFORMATION PURPOSES ONLY:**

Elementary Preparation Time

Each elementary school shall be allocated additional resources to provide elementary teacher preparation time. While principals have flexibility in scheduling the preparation time, the intent of the additional funds is to assist with the additional workload of librarians.

High School Instrumental Stipend Committee

A committee will be established to research, discuss, and develop a common job description and set of expectations for the High School Instrumental Extracurricular Stipend. The committee shall be comprised of one high school band instructor and one administrator from each comprehensive high school. The goal of the committee is to provide a recommendation to the Collaboration and Problem Solving Session (CAPSS) teams no later than February 1, 2020. The final decision regarding appropriate compensation will be subject to negotiations in 2020.

CEA President Release Time Committee

A committee will be established consisting of up to three (3) CEA representatives and up to three (3) corresponding district representatives. The purpose of the committee will be to develop a recommendation to increase CEA President Released Time while minimizing impact on the school and students. The goal of the committee is to provide a recommendation to the Collaboration and Problem Solving Session (CAPSS) teams no later than February 1, 2020. The final decision will be subject to negotiations in 2020.

Elementary Events and Compensation

This Memorandum of Understanding will be in effect for the 2019 – 2020 school year. Data and feedback regarding elementary events and compensation will be gathered during the process and used to inform the Interest Based Bargaining (IBB) process in 2020.

1. An elementary school event is an activity, outside contract time, the school offers with the intention to build positive relationships among parents, students, and staff or to promote learning. Some examples of events include: carnivals, music concerts, holiday events, title nights, PTA events, Open House, etc.
2. Elementary certificated employees will not be required to attend more than three (3) events per school year. Nothing herein requires a school to have three (3) events in any one school year nor prevents a certificated employee from volunteering to attend any event.
3. At the beginning of each school year, the building administrator will make a good faith effort to post all events and note the events that are required. Staff shall be notified of any required event at least two weeks prior to the event.
4. Staff will be compensated for 2 of the 3 possible required events during this one year agreement. Staff members will receive \$50 for each of the two events. This benefit will be awarded at the end of the school year in June.
5. Staff members must submit an activity timesheet. The time sheet will have the date and time of the event as well as the building administrator's signature. The timesheet must be completed and returned to the District payroll department by the 1st day of June to receive payment in June payroll. Any timesheets received after the 1st day of June will not be processed until the next month's payroll. If the staff member leaves the district before August payroll, the employee will be paid the amount earned.

Interest-based Bargaining

The Coeur d'Alene School District #271 and the Coeur d'Alene Education Association recognize their mutual desire to engage in a different process for the conduct of their negotiations to arrive at a Master Articles of Agreement for the 2019-20 school year. The parties recognize the need to honor the interests of both groups as they identify issues to be addressed in the negotiations process.

Article I of the Master Articles of Agreement describes a “traditional” or positional approach to bargaining. The District and the Association believe the use of an “Interest-based bargaining” approach will be a more productive method that offers the prospect of creating trust and improving their working relationship.

As such, the Coeur d'Alene School District #271 and the Coeur d'Alene Education Association agree to suspend the following provisions of Article I of the Master Articles of Agreement unless and until they agree to revoke this Memorandum of Understanding:

- Article I B - The term “Observer” as used in this agreement shall mean one (1) assigned by each negotiation team to sit in negotiating sessions as an observer only and does not participate.
- Article I D - The chief negotiator will act as spokesperson for her/his party but may invite comments from other team members relative to the proposal under discussion. Alternate negotiators have the same rights as the members they replaced. Three (3) members of each team are necessary for a quorum. Negotiation teams will not exceed five (5) members at any one time.
- Article I E, 1(a) - If possible, regular negotiations will not be conducted during the school day.
- Article K - Step 2: At the first negotiation session, each team shall submit a preliminary written list of topics of discussion for the negotiations. After six (6) negotiating sessions, to add any topic outside of the written list would require mutual consent of each team.
- Article K - Step 3: Written counter-proposals will be submitted at regular negotiating sessions. Teams need not reply to or discuss counter-proposals earlier than the next scheduled negotiating session. By mutual consent of both teams, discussion of a proposal may be deferred for a longer period of time.
- Step 4: Proposal Process
 - a. All contract proposals submitted by the Association will be discussed in order presented for the purpose of both teams understanding the intent of the proposal.
 - b. All contract proposals submitted by the Board will be discussed in order presented for the purpose of both teams understanding the intent of the proposal.
 - c. After (a) **and** (b) are accomplished, proposals will be presented in order for the purpose of reaching agreement on the less difficult proposals first.
 - d. After (c) is accomplished, proposals will be presented in order to either be approved or tabled.
 - e. Any items not agreed upon within one (1) hour will be tabled if requested by either team and the next item in sequence will be negotiated.
 - f. Tabled proposals will be re-presented for the purpose of approval or impasse.

The parties agree that procedures outlined in the adopted “Ground Rules” become part of this memorandum.

Either party may revoke this memorandum of understanding with seven (7) calendar days written notice.