2026-2027

Negotiated Agreement

Between

Council Education Association

and

Council School District 13 Board of Trustees

Council School District 13 Negotiated Agreement 2026-2027

I. Recognition and Purpose

A. For the 2026-2027 Negotiated Agreement, the Board of Trustees of School District 13 (hereinafter referred to as the Board) recognizes the Council Education Association (hereinafter referred to as the Association) as the exclusive negotiating agent for all certificated personnel (hereinafter referred to as Professional Employees). All administrators, including the Superintendent, Principals, and Supervisors, will be excluded.

B. The provisions of this Agreement shall apply to all Professional Employees covered by this Agreement without discrimination.

C. Upon proof of representative status as required by Idaho Code (33-1271), the parties agree to meet and negotiate in good faith at mutually agreed upon times. If an agreement is not reached, the parties shall follow applicable Idaho statutory provisions regarding impasse resolution.

D. Nothing in this agreement shall supersede or conflict with Board policy at time of signing.

E. Negotiations may be re-opened at any time during the school year if both the Board and the Association agree that conditions warrant such opening.

II. Rights

A. Board Rights

The Association recognizes that the Board retains and reserves all rights, powers, and authority to manage and direct, on behalf of the public, all of the operations, programs, and activities of the School District to the full extent authorized by Idaho law.

These rights shall not be limited, restricted, or modified by any provision of this Agreement except where expressly required by Idaho law.

The Board may delegate operational authority to the Superintendent and administrative staff, and such authority shall not be limited to this Agreement except as required by Idaho law.

B. Professional Employee Rights

No Professional Employee shall be disciplined, reduced in rank or compensation, non-renewed, dismissed, terminated, or deprived of any professional advantage without just cause and due process, in accordance with the district policy and Idaho Code.

All Professional Employee evaluations shall be done in accordance with the Danielson model adopted by the Idaho State Board of Education.

All Professional Employees shall have the opportunity to complete a survey of performance for their building principal and superintendent no less than once per school year.

III. Grievance Procedure

For the purpose of this Agreement, a Grievance shall be a written statement by a Professional Employee that a disagreement exists over the interpretation or application of the terms of this Agreement. All Grievances shall contain a concise statement of the basis for the disagreement, including the date and individuals involved, the contract provision(s) which is/are alleged violated and the relief sought.

Every effort shall be made to settle Grievances at the lowest possible level of Grievance Procedure.

Step 1 -

An aggrieved Professional Employee shall promptly attempt to resolve the Grievance informally with their Principal or immediate supervisor.

If the Grievance is not resolved informally, it shall be reduced to writing by the Professional Employee who shall submit it to the Principal. If a Professional Employee does not submit the Grievance to the Principal in writing in accordance with step 1 within fifteen (15) calendar days after the facts upon which the Grievance is based first occur, the Grievance will be deemed waived.

The principal will reply in writing to the Professional Employee within five (5) school days after receipt of the written Grievance. Upon the consent of the Professional Employee, the Principal will provide a copy to the Association.

Step 2 -

If the Grievance is not settled in Step 1 and the Professional Employee wishes to appeal the Grievance to Step 2, the Professional Employee may file the Grievance in writing to the Superintendent of Schools within ten (10) school days after receipt of the Principal's written reply. The written Grievance appeal shall provide the original written grievance, defined above, as well as a clear and concise statement of the basis for the Professional Employee's appeal. The Superintendent or his/her representative shall thoroughly

review the Grievance, arrange for necessary discussions, and give a written response to the appeal to the Professional Employee no later than ten (10) school days after receipt of the written Grievance appeal.

Step 3 -

If the Grievance is not settled at Step 2, the Professional Employee may within five (5) calendar days after the appeal decision by the Superintendent, the Professional Employee may appeal the Grievance to the Board of Trustees through the Superintendent.

If the Grievance appeal to the Board is received greater than seven (7) calendar days prior to the next scheduled Board Meeting, the Board will then at their next meeting hear the Grievance appeal. If the Grievance appeal is received less than seven (7) calendar days prior to the next scheduled Board Meeting, the Board may, at its sole discretion, hear the Grievance appeal at its next regular Board Meeting, decide to hold a special meeting or hear it at the next subsequent regular Board Meeting.

A Grievance will not be heard by the Board if such activity will result in the Board potentially being biased and unable to render a decision with regard to a pending personal matter (i.e. a recommendation for termination or non-renewal which requires an unbiased decision maker).

In such circumstances, the Grievance shall, at the District's discretion, be referred to a neutral third-party hearing officer. The hearing officer shall review the Grievance and issue a written recommendation. The Board retains final authority to accept, modify, or reject the recommendation, consistent with applicable law.

Neither party to a Grievance shall be permitted to assert in the proceedings any evidence which was not submitted to the other party before the completion of step 2 meetings.

The Board shall decide how it will address the Grievance appeal. It may choose to make a decision based upon written documentation or may seek to hear from both parties to the Grievance. At its sole discretion, the Board may uphold, modify or overturn the ruling of the Superintendent. The Board's decision shall be final.

Upon conclusion of the Board's consideration of the Grievance appeal, the Board will have six (6) school days to provide its written decision to the parties.

Each party shall bear all costs of producing their own witnesses, preparation of exhibits, and other materials to include the production of a record or transcript of the proceedings unless such record or transcript is desired by both parties.

IV. Leaves

A. Sick Leave

1. At the beginning of each school year, Professional Employee who regularly work part-time or more per week shall be entitled to Sick Leave with full pay of one (1) day with a maximum of nine (9) days as projected for the employment year for each month of service in which they work the majority portion of that month.
2. Professional Employees employed on a part-time basis or for part of a school year shall receive a prorated portion of the annual Sick Leave.
3. The unused portion of Sick Leave will accumulate from year to year up to three hundred (300) days. Sick Leave absences will be handled according to Board Policy.
4. Sick Leave is to be used for absences caused by personal illness, accident, or circumstances which render the employee incapable of carrying on his/her teaching duties, including childbearing.
5. Professional Employees shall be allowed to use Sick Leave when such absence is due to illness of a member of the individual's immediate family. Immediate family shall be defined as a grandparent, spouse, parent, brother, sister, children, grandchildren, and spouse's immediate family. Other cases may be approved at the discretion of the Superintendent.

B. Sick Leave Bank

All Professional Employees of the Council School District who are eligible for health insurance may participate in the Sick Leave Bank.

To participate, each new Professional Employee shall contribute one earned Sick Leave day. For each single day or one half-day contributed by each member, the District may add the same. Sick Leave days thus contributed shall be deducted from the Professional Employee's Sick Leave entitlement. Once contributed, Sick Leave days remain in the Bank until they are used.

The contributed Sick Leave days shall form a fund that will be available to all eligible participating Professional Employees upon recommendation of the Sick Leave Bank Committee for the purpose of alleviating the hardships caused by absence from work necessitated by extended or recurring serious illness extending beyond the Professional Employee's accumulated Sick Leave.

The Sick Leave Committee shall consist of the following members:

1. Two (2) members appointed by the Council Education Association.
2. One (1) member appointed by the District.

3. The two Association Sick Bank Committee Members must be Sick Leave Bank members. At least one representative of the District and one of the Association shall be present in order for the Committee to consider application for grants or conduct business.

   The Sick Leave Bank Committee shall determine the number of Sick Leave days each participant must contribute in order to keep the Bank solvent with the following limitations:
   1. Each participant must contribute the same number of days during a given school year.
   2. All contributions must be whole or half days.
   3. The maximum amount of days in the Sick Leave Bank shall not exceed 90 days in any school year July 1 to June 30, except when new professional employees enter employment with the District and desire to join.

In order for a Professional Employee to be eligible to apply for Sick Leave benefits from the Sick Leave Bank, the employee must first:

1. Be a contributor to the Bank.
2. Have been absent from work due to illness and accident for:
   a. All his/her accumulated sick leave days, and
   b. All his/her personal leave days.

Written application for use of the Bank will be submitted to the Sick Leave Bank Committee prior to or within ten (10) days from the date the applicant returns to the District to resume his/her assignment. If the applicant is incapacitated to such extent that he/she cannot personally apply for a grant, the applicant's immediate supervisor or immediate family member may apply for the grant. All applications for grants from the Bank should be sent to:

Sick Leave Bank Committee
c/o Clerk
Council School District 13
Council, ID 83612

The Sick Leave Bank Committee has the authority to accept or reject any application for Sick Leave days, require medical information regarding the Professional Employee's illness or injury, or that of his/her family member, and determine the number of sick days which the employee may draw from the Sick Leave Bank. The Sick Leave Bank Committee will respond within two (2) weeks to each application for a grant in writing. The Sick Leave Bank Committee will make final decisions within the established

guidelines as to the disposition of the case. The Sick Leave Bank Committee's decision is final and cannot be appealed.

The Maximum number of days that can be granted to an eligible participant is thirty (30) days/school year (July 1-June 30). This requirement may be extended an additional thirty (30) days in the event of extenuating circumstances. In no case shall an employee be granted more than sixty (60) days per year.

Maternity leave from the Sick Leave Bank will be for up to six (6) weeks total (except for extenuating circumstances) including all leave days the employee may have at the time of application to the Sick Leave Bank.

Bank grants to individual employees will not be carried over from one fiscal year to the next; all such grants will end at the termination of the school year. If an employee does not use all of the sick days granted by the Bank, the unused Sick Leave days will be returned to the Bank. In no case shall an employee be granted more than a total of one hundred and eighty (180) days from the Sick Leave Bank for all illnesses or disabilities during employment with the District.

If the Sick Leave Bank is exhausted during a fiscal year, additional days may be contributed by participating members in accordance with procedures established by the Sick Leave Bank Committee.

The District may, at its sole discretion, contribute additional days to the Sick Leave Bank based on available resources and operational needs. Such contributions are independent of employee contributions and are not guaranteed.

A Sick Leave Bank member may withdraw his/her membership at any time by submitting a written request to the Sick Leave Bank Committee. A member may not withdraw those days of sick leave already contributed.

If workers' compensation pays the employee's lost salary, the employee will not be eligible to utilize the Sick Leave Bank.

The District may, at its sole discretion, contribute additional days to maintain the solvency of the Sick Leave Bank. Any such contribution is not guaranteed and shall not establish a continuing obligation.

C. Personal Leave

   Professional Employees shall be granted three (3) days of personal leave per year. A written request for personal leave is required not less than two (2) days prior to the day of leave.

1. Personal leave is subject to administrative approval and District operational needs. Institutional needs shall take priority over elective leave. Personal leave will not normally be approved on days when other teachers are absent, immediately before or after holidays, or on in-service days. Holidays include Thanksgiving break, Christmas break, and Spring break. Exceptions may be approved by the building administrator in extenuating circumstances.
2. The District will pay the cost of a substitute teacher for the three (3) granted personal leave days. Professional Employees may use up to two (2) additional personal leave days per year, provided such days are available through accumulation. For these additional days, the Professional Employee shall be responsible for the cost of a substitute teacher, which will be deducted from the employee's payroll at the established substitute rate.
3. Unused personal leave may accumulate from year to year up to a maximum of five (5) days. At the request of the Professional Employee, unused personal leave shall be reimbursed at a rate not to exceed one hundred dollars ($100) per day, subject to District approval and available funding. Any such reimbursement shall not be considered guaranteed compensation or establish a continuing obligation and, if approved, will be included in the June paycheck.
4. A Professional Employee wishing to leave for more than one (1) hour or less than two and one half (2.5) hours may do so if they can find a teacher(s) to cover their class(es). Said covering teacher(s) shall be compensated at a rate of $20/hour. The Professional Employee leaving shall fill out a leave request, which will require the approval of their principal.

D. Bereavement Leave

All Professional Employees shall be allowed a maximum of five (5) days of Bereavement Leave at loss of immediate family members. Immediate family shall be defined as grandparents, spouse, parents, brother, sister, children, grandchildren and spouse's immediate family. Other cases may be approved at the discretion of the Superintendent.

E. Professional Leave

Each Professional Employee shall be allowed up to four (4) days of Professional Leave per year. Professional Leave Days do not accrue. Professional Employee must obtain approval from their building principal prior to taking Professional Leave.

F. Extended Leave

Professional Employees, with Board approval, shall be granted leaves of absence without pay for up to one (1) year. Upon return from Leave of Absence, the Professional Employee shall be reassigned to the same position or be assigned to a position for which they hold a proper credential or as authorized by the State Department of Education.

All rights of tenure, retirement, and accrued sick leave shall be preserved in accordance with District policy and applicable law. Salary placement and other benefits upon return from extended leave shall be determined in accordance with District policy, applicable law, and the terms of this Agreement.

Professional Employees on Extended Leave may continue in all group insurance but must pay their own premium.

G. Community Leave

Professional Employees may be granted Community Leave for participation in civic or community activities, subject to administrative approval and consideration of staffing availability, financial considerations, and District operational needs.

V. Provisions of Employment

The following regulations shall govern Professional Employees:

1. The yearly salary shall be based on the number of contract days established by the Board-approved school calendar and shall be paid in twelve (12) monthly installments, except for those persons with an extended contract.
2. Professional Employees will work Monday through Thursday, and those Fridays determined to be work days in the Board-approved school calendar.
3. All Professional Employees shall be expected to perform other reasonable duties as assigned that do not require time outside of regular contract hours.
4. All Professional Employees shall possess a valid certificate or have completed the requirements for certification and have sought valid certification in the state of Idaho.

VI. School Year

The school year for Professional Employees shall be contracted for 169 days, inclusive of instructional days, in-service days, and paid holidays as defined in the district calendar. The holidays shall include Labor Day, Thanksgiving, Christmas, New Year's Day and Presidents Day. The remaining days shall be a combination of instruction days and in-service training days that meet or exceed the state guidelines for minimum hours of instruction.

VII. Work Day

Professional Employees are expected to fulfill their professional responsibilities, including instruction, preparation, student support, meetings, and other assigned duties, in accordance with District policy and administrative direction.

The standard workday for Professional Employees shall be up to nine (9) hours and fifteen (15) minutes per day, inclusive of a duty-free lunch period and assigned school-related responsibilities. Daily schedules, including start and end times, shall be determined by the District based on operational and instructional needs and may vary by assignment or building, but will generally begin no later than 7:30 a.m. unless otherwise approved by administration.

Professional Employees working less than a full-time equivalent (FTE) shall be assigned a prorated work schedule consistent with their contract.

The District may require staff to document attendance, including sign-in and sign-out procedures, in a manner determined by administration.

The District will make reasonable efforts to provide preparation time during the workday in support of effective instruction.

Secondary (grades 7–12) Professional Employees shall be provided one (1) preparation period per day, generally scheduled in a continuous block, as determined by the District based on scheduling and operational needs.

Elementary (grades K–6) Professional Employees shall be provided an average of fifty (50) minutes of preparation time per day. The scheduling and structure of such preparation time shall be determined by the District based on staffing, scheduling, and instructional needs.

Professional Employees shall be provided a duty-free lunch period of not less than thirty (30) minutes on at least three (3) out of four (4) work weeks, as scheduling permits and as determined by the District. Staff may be assigned supervisory duties, including lunch duty, in alignment with District operational needs.

Supervisory and other duties, including but not limited to room, recess, and hallway supervision, shall be assigned by the District and may include Professional Employees and/or classified employees as determined appropriate by administration.

Professional Employees shall coordinate absences from their assigned building during the workday through their building administrator, in accordance with District procedures.

Job-sharing arrangements may be approved by the District and shall be subject to administrative approval and scheduling requirements.

Work Days, particularly those scheduled at the conclusion of each academic quarter and semester, are designed as preparation days. During these workdays, teachers will be

provided dedicated time to focus on classroom organization, instructional planning, and curriculum enhancement. These days are intended to support educators in effectively preparing for upcoming instructional periods and ensuring the highest quality of education for students. If staff meetings are necessary on work days, they shall not exceed ninety (90) minutes.

Professional Employees may be permitted up to one (1) Flex Day per contract year, subject to prior administrative approval and District operational needs. Approval, scheduling, and use of the Flex Day shall be determined at the discretion of the District.

VIII. Professional Development Day

1. Professional Development Days are designated in-service focused on enhancing the skills, knowledge, and effectiveness of educators to support student success.
2. The administration will establish a Professional Development Committee (Administration, Elementary, Secondary School Professional Employees) tasked with creating an annual plan. This plan will align with the District's goals and prioritize empowering Professional Employees to foster student achievement and growth (with PBIS being the focus through at least the 2027-2028 school year.)

IX. Professional Employee Insurance and Fringe Benefits Pool

1. The District shall provide at no cost to Professional Employees twenty thousand dollars ($20,000) of level group life insurance coverage under the plan annually adopted by the Idaho Schools Cooperative Service Council.

2. For Professional Employees regularly working twenty (20) hours or more per week, the District shall pay up to $825 per month per Professional Employee for medical/dental insurance with Blue Cross/Delta Dental as mutually agreed upon by the Board and Administration. Any Professional Employee who chooses to opt out of the insurance may be eligible for an alternative benefit as determined by the District and in compliance with applicable law.

3. Each Professional Employees total compensation from the salary schedule shall include an amount that may be sheltered from income taxes and used to purchase dependent coverage and optional fringe benefits.

4. The benefits of provisions 1 through 2 will continue over twelve (12) calendar month year as long as a person retains the status of a Professional Employee of

the District. Professional Employees leaving the District will receive the benefits of provisions 1 through 3 during the months when they are receiving a District payroll check.

5. Each Professional Employee shall, during the annual benefits enrollment period, select and allocate the District's contribution toward available benefit options offered through the District's benefits program. Elections shall remain in effect for the plan year except as otherwise allowed under applicable law or District policy.

6. Should the Professional Employee choose benefits whose premium exceeds the District's contribution, the Professional Employee shall authorize payroll deduction to pay the excess amounts.

7. No individual changes in allocation of benefits or deductions may be made after October 15 except for family additions or in the case of new employees.

8. Coverage shall begin on the effective date of this contract and will end after twelve (12) months.

9. The pool must satisfy Internal Revenue requirements.

X. Education Advancement Incentives

In addition to advancement opportunities reflected in the salary schedule, the District shall provide limited financial support for educational advancement, subject to District Approval, available funding, and alignment with District priorities.

A. With District approval, the District shall reimburse a maximum of five hundred dollars ($500) per year per employee for college credits and required costs. Documentation must be provided. Reimbursements will be on a first-come first-served basis and total no more than $2,500 per school year.

XI. Pay Periods

Paychecks will be issued on or before the 20th of each month.

XII. Class Size, Class Load

Class size and teaching loads targets are intended as guidelines to support effective instruction.

The District retains the authority to assign staff and students based on enrollment, staffing availability, and program needs.

In situations where class size or student load exceed established guidelines, the District may, at its sole discretion, consider adjustments which may include staffing changes, schedule modifications, or other administrative adjustments. Any additional compensation, if approved, shall be determined by the District at its sole discretion based on available resources and District priorities.

Nothing in this section shall be interpreted to require automatic compensation, create a guaranteed stipend, or establish a past practice based solely on student count.

These guidelines are not subject to the Grievance Procedure.

Classroom size targets:

K	20
1	25
2-3	28
4-6	32
7-12	up to 160 students per day.

XIII. Reduction in Professional Employees

Reduction in Professional Employees shall be governed by applicable Idaho law and District Policy 5740.

District Policy 5740 (Reduction in Force) is attached to this Agreement as Appendix A for reference purposes only and does not create any additional contractual rights or obligations beyond those provided by law and Board policy.

The Board of Trustees retains sole and exclusive authority to determine staffing levels, implement reductions in force, and make related employment decisions based on enrollment, program needs, and financial conditions, consistent with applicable law and District policy.

XIV. Salary Schedule

2026-2027 Career Ladder Rung	2026-2027 Salary Amount
AP5	$72,827
AP4	$70,727
AP3	$68,627
AP2	$66,527
AP1	$64,427
P5	$60,752
P4	$58,914
P3	$57,077
P2	$55,239
P1	$53,402
R3	$52,352
R2	$51,302
R1	$50,252

1. The District salary schedule shall be the State Department of Education Career Ladder funding mechanism into which all Professional Employees shall be placed on the appropriate rung and shall move up the ladder as per State Department of Education requirements.
2. All Professional Employees new to the district this school year shall be paid the salary funded by their rung on the career ladder.
3. All Professional Employees employed by the District the previous school year shall be paid the salary funded by their rung on the career ladder or the amount of their salary the previous year, whichever is more.
4. Professional Employees who have a BA+24 and a professional endorsement shall be paid an education allocation of two thousand dollars ($2,000). Professional Employees who have a Master's degree and a professional endorsement shall be paid an education allocation of three thousand five hundred dollars ($3,500). Any such allocation shall be added to the employee's contract as salary and added to their contract.
5. The following longevity compensation schedule shall be considered by the District, subject to annual Board approval and funding availability, based on continuous service as a Professional Employee within Council School District 13:

- 10 years of in-district service – up to $500
- 20 years of in-district service - up to $1,000
- 30 years of in-district service - up to $1,500

For purposes of this section, "in-district service" shall mean years of employment as a Professional Employee with Council School District 13. Service in other districts shall not apply.

To be eligible for longevity compensation, a Professional Employee must be actively employed by the District at the time the compensation is issued.

Longevity compensation is not guaranteed and may be modified or discontinued at the District's discretion.

XV. Hiring Process

The District may utilize a hiring process that includes input from Professional Employees as appropriate. Final hiring decisions remain the responsibility of the District.

Hiring procedures shall be conducted in accordance with District Policy 5100.

XVI. Savings Clause

If any provision of this Agreement is determined to be invalid or unenforceable by a court of law or administrative agency, such provision shall be deemed modified or removed to the extent necessary to comply with applicable law. All remaining provisions shall continue in full force and effect. The parties may, upon mutual agreement, meet to discuss a replacement provision consistent with law.

XVII. Duration

This Agreement shall be effective September 1, 2026, and shall remain in full force and effect through August 31, 2027.

If a successor agreement has not been ratified by the expiration date, the District shall maintain the status quo to the extent required by applicable law until a new agreement is approved by both parties.

The parties agree to meet and confer in good faith at reasonable intervals following the expiration of this Agreement in an effort to reach a successor agreement in a timely manner. If the parties are unable to reach agreement, either party may declare impasse and proceed in accordance with applicable Idaho law, including Idaho Code §§ 33-1271 through 33-1274.

References to "school year" within specific sections may refer to either the contract year or the District's fiscal year (July 1–June 30), depending on context, as determined by the District.

Any changes in compensation or benefits resulting from a successor agreement shall be effective as mutually agreed upon by the parties and shall not be presumed to be retroactive.

XVIII. Acceptance

This agreement is signed on the _____. This agreement shall be binding hereto with the approval of both the Board of Trustees and Council Education Association.

CEA Representative_____

Board Representative_____