

**Marsh Valley Education Association  
Marsh Valley Joint School District #21**

**2018-2019**

**Negotiated Agreement**  
**AND PROCEDURAL AGREEMENT**

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## **PROCEDURAL AGREEMENT**

This Agreement is made and entered into pursuant to the laws of Idaho (Idaho Code 33-1271-1276) by the Board of Trustees of the Marsh Valley Joint School District #21 (hereinafter referred to as the Board) and the Marsh Valley Education Association (hereinafter referred to as the Association). The forenamed parties agree to the following:

### **ARTICLE 1- RECOGNITION**

The Board recognizes the Association as the exclusive bargaining representative of all certificated personnel of Marsh Valley Joint School District #21 with the exception of the principals and superintendent.

At any time the Board or 20 percent of the teachers request in writing that a representation election be held, the Board shall cause a secret ballot election to be held to determine whether the Education Association, another representative or no representation is the wish of the majority of the teachers. The majority wishes shall be controlling.

### **ARTICLE II- PROCEDURES**

1. Representatives of the Board and the Association agree to meet and negotiate in good faith on certified salary schedule, insurance benefits and up to five (5) items and/or concerns from each party.

2. Negotiations may be initiated by either party by means of a written request submitted as soon as possible following closure of Legislative session.

3. A training session should take place within three weeks of the written request to establish ground rules, procedures, and a date for the first meeting. Both parties will present their concerns/issues at the first meeting.

4. Each additional meeting to negotiate shall be at such time and place as mutually agreed upon.

5. Each party shall be represented by a maximum of six (6) persons, including observers, with four (4) needing to be present to conduct negotiations, unless another number is mutually agreed upon by both parties. Each party must designate the team members no later than first school board meeting following closure of Legislative session.

6. Each party shall designate a non-voting facilitator.

7. Negotiation sessions shall be held in open sessions. However, either party may request executive sessions consisting of only the bargaining teams to discuss specific items.

### ARTICLE III - AGREEMENT

Tentative agreements shall be written and shall be dated and signed by each side. Tentative agreements have no effect or force until ratified by the Association and then the Board. Ratification shall only be on the entire package of tentative agreements, unless an alternative is agreed upon by both parties. When ratified by both parties, the Agreement shall be signed by the President of the Association and by the Chairman of the Board.

### ARTICLE IV – MEDIATION AND FACT FINDING

If, on the last Saturday in May, a dispute exists concerning an unresolved item, mediation under the auspices of the Federal Mediation and Conciliation Service may be utilized to assist the parties.

If mediation is unable to effect settlement of the unresolved item(s), either party may, by written notification to the other, request to initiate fact-finding procedures. If the parties are unable to mutually agree on a fact-finder, the American Arbitration Association shall be contacted for a list of names of fact-finders.

The order of striking the names of fact-finders shall be determined by lot and shall be accomplished within five (5) days of receipt of the list. The remaining individual shall be designated as fact-finder. The fact-finder shall hold such hearing(s) as appropriate to determine fact and make recommendations.

Expenses incurred for fact-finding shall be shared equally by both parties.

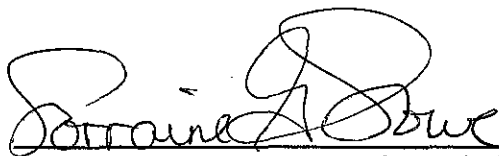
### ARTICLE V – DURATION

The provisions of this Agreement shall become effective July 1, 2018 and will continue and remain in full force and effect through June 30, 2019.

Said Agreement will automatically be renewed and continue in full force and effect for additional periods of one year unless either party gives written notice to the other party on or before February 1 of its desire to reopen this Agreement and to negotiate over the terms of a successor agreement. In the event that either party gives such notice, negotiations shall be reopened on any contract items selected by the parties and any new items. All remaining articles shall be extended without further negotiations.

### ARTICLE VII – ACCEPTANCE

This Agreement is signed on this 10<sup>TH</sup> day of July, 2018.

  
\_\_\_\_\_  
Association

  
\_\_\_\_\_  
District

## **ARTICLE ONE- *Employment Environment***

- 1.1 The Marsh Valley School District and the Marsh Valley Education Association are jointly committed to ensuring that all employees enjoy a positive and supportive working environment, be judged by the same reasonable rules and standards, and that the Board of Trustees and/or administration enjoy reasonable discretionary powers to prescribe rules of conduct, guidelines, directives or orders.
- 1.2 However, the parties recognize that from time to time it may be necessary to use disciplinary procedures as consequences of certain unacceptable behaviors.
- 1.3 Any and all disciplinary measures taken against teachers shall be based on facts and sound reasoning, related to the seriousness of the offense and shall be applied fairly and without discrimination.
- 1.4 The Board of Trustees, as allowed by Idaho Law, may choose to not re-employ annual contract teachers with or without cause.

## **ARTICLE TWO - *Association Rights and Responsibilities***

- 2.1 Association President Released Time  
The Association President may, at the Association's request, be granted released time for one full year during his/her term as president in order to conduct Association business. The salary and fringe benefits will be maintained by the Association.
- 2.2 Use of Facilities  
The Association and its representatives shall have the right to use school buildings and facilities at all reasonable hours. This includes all equipment including typewriters, copy machines, computers, e-mail, fax machines, phones, etc. The Association shall furnish all materials and supplies incident to such use. All meetings and use of equipment must be scheduled through the Building Principal.
- 2.3 Transactions of Association Business  
Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times, provided that this shall not disrupt normal school operation.
- 2.4 Posting of Notices  
The Association and its representatives shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in each school building.
- 2.5 Announcements at Faculty Meetings  
The Association, upon request, shall be given the opportunity at faculty meetings to make announcements and to keep teachers informed of the current contract.
- 2.6 Pertinent Information  
Upon request the District will make available to the Association financial reports, audits, names of newly hired teachers and all other public information which will assist the Association in developing programs on behalf of the teachers and their pupils.
- 2.7 School Board Minutes and Agendas  
The President of the Association shall be given written notice of all regular and special meetings of the Board, and a copy of the approved Board minutes shall be given to the Association President within reasonable time. The District will also make sure that the approved minutes of each school board meeting will be posted in the faculty room in each school within a reasonable time after each meeting.
- 2.8 District - Association Communication  
The association president and superintendent will communicate monthly (during the school year) to discuss issues and concerns. When necessary, to facilitate issues/concerns, others may be involved.

## **ARTICLE THREE - Grievance Procedure**

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to problems, which may, from time to time, arise. Marsh Valley School District Board and Marsh Valley Education Association agree that the proceedings shall be kept as informal and confidential as may be appropriate at any level of this procedure.

### **3.1 Definitions**

- 3.1.1 A "Grievance" is a claim based upon the Association or an employee's belief that there has been a violation, or misinterpretation or misapplication of any provision in this Agreement.
- 3.1.2 A grievant may be the Association or any member of the bargaining unit.
- 3.1.3 The term "days" when used in this procedure shall, except where otherwise defined, mean working school days.
- 3.1.4 When a grievance is submitted on or after May 15, "days" shall consist of all weekdays (meaning all days of the week except Sunday) so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
- 3.1.5 The time limits specified may be extended by mutual written agreement.

### **3.2 Procedure**

The parties acknowledge that it is most desirable for an employee, group of employees or the Association and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the teacher, group of teachers, or the Association, a grievance may be processed as follows:

#### **3.2.1 Step One:**

The grievant shall present a Statement of Grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within five (5) working days after receipt of the grievance. The Statement of Grievance shall name the party or parties involved, state the facts giving rise to the grievance, identify all provisions of this agreement alleged to have been violated or misinterpreted, indicate the relief requested, and shall be signed and dated by the party or parties involved. The grievant or grievants and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the grievant or grievants within five (5) working days after the meeting. The answer shall include the reasons for the decision.

#### **3.2.2 Step Two:**

If the grievance is not resolved at Step One, then the grievant or grievants may refer the grievance to the Superintendent within ten (10) working days after the Step One meeting. The Superintendent shall arrange for a hearing with the grievant or grievants to take place within five (5) working days of his/her receipt of the appeal. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) working days in which to provide a written decision with reasons to the grievant or grievants.

#### **3.2.3 Step Three:**

If the grievant or grievants are not satisfied with the disposition of the grievance at Step Two, or the time limits expire without the issuance of the Superintendent's written reply, the grievant or grievants may request a review of the grievance by a hearing panel (or Grievance Resolution Board) within five (5) working days from receipt of the superintendent's written response if the grievant or grievants received a written response, or five (5) working days from the date the superintendent last had to respond if the grievant or grievants received no written response.

Within ten (10) working days of receipt of an appeal, the board of trustees shall convene a Grievance Resolution Board (GRB) consisting of three (3) persons; one (1) designated by the board of trustees, one (1) designated by the grievant or grievants, and one (1) agreed upon by the two (2) appointed members for the purpose of reviewing the appeal. Within five (5) working days following completion of the review, the GRB shall submit its decision in writing to the grievant or grievants, the superintendent, and the board of trustees.

The GRB's recommended resolution will be reviewed by the Board of Trustees at the next regularly scheduled public meeting. If the board chooses not to adopt the recommendation of the GRB, the reasons shall be set forth in writing within thirty (30) days.

**3.3. Supplemental Provisions**

- 3.3.1 Anyone filing a grievance pursuant to this agreement shall be entitled to a representative of the grievant's choice at each stage of the grievance procedure.
- 3.3.2 It shall be the general practice of all parties to process grievances during times which do not interfere with or cause interruptions of the parties' work assignment. However, when necessary for participation in grievance processing procedures, released time shall be granted without loss of pay or benefits.
- 3.3.3 The time lines of the grievance procedure may be waived or modified by mutual agreement.
- 3.3.4 Utilization of this Grievance Procedure shall not deprive an individual of seeking redress through the courts if they so desire.
- 3.3.5 No party shall take reprisals affecting any other party in interest.
- 3.3.6 Any party in interest agrees to furnish to all parties in interest the information necessary to process any grievance.
- 3.3.7 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate person(s) and have the grievance adjusted provided such adjustment is not inconsistent with the terms of this agreement.
- 3.3.8 All documents, communications, and records dealing with grievances shall be filed in a separate file and will not be kept in the district personnel file of any of the participants.

**ARTICLE FOUR - Leaves**

**4.1 Sick Leave**

At the beginning of each new employment year each certificated employee of the District will be entitled to twelve (12) days of sick leave. Unused sick leave may be accumulated from year to year, as long as an employee remains continuously in the service of the District or as provided elsewhere herein. If the employee uses all credited sick leave but leaves the employment of the district before all credited days are earned, as specified below, an adjustment will be made at the time of the final settlement of the contract or final paycheck. When the effective date of appointment occurs within the teaching year, sick leave shall be credited as follows:

September	Twelve (12) Days	February	Five and a half (5.5) Days
October	Eleven (11) Days	March	Four (4) Days
November	Ten (10) Days	April	Two and a half (2.5) Days
December	Eight and a half (8.5) Days	May	One (1) Day
January	Seven (7) Days		

Sick leave may be used for: illness of employee; illness of members of employee's family; eye, dental and medical appointments of employee and employee's family; childbearing (labor and delivery) applies equally in maternal and paternal instances.

Family is defined as spouse, children, parents, spouse's parents, legal guardian/primary caregiver.

Sick leave should not be expected nor requested immediately preceding a holiday or the beginning and ending of the school year except for personal illness of the employee.

Special circumstances may be reviewed and approved by the Superintendent.

#### 4.1.1 Maternity Leave

Maternity leave shall be treated the same as sick leave.

Extended time may be granted without pay, please refer to the Family and Medical Leave Act of 1993 (FMLA) for specifics regarding this leave.

#### 4.1.2 Sick Leave Bank Committee

The Marsh Valley Board of Trustees agrees to the establishment of a Sick Leave Bank Committee. The Sick Leave Bank Committee shall consist of four (4) members.

- One member will be a Marsh Valley School District Trustee
- One member will be appointed by the Board of Trustees
- One member will be an MVEA officer
- One member will be appointed by the MVEA

It will be the responsibility of the Sick Leave Bank Committee to recommend the procedures for the orderly administration of the Sick Leave Bank. All procedures recommended by the Sick Leave Bank Committee must be mutually agreed upon by the Marsh Valley Board of Trustees and a majority vote of the members of the Marsh Valley Education Association before the procedure will become a part of the Sick Leave Bank Program.

The Sick Leave Bank Committee will be responsible to administer the procedures of the Sick Leave Bank Program after the procedures have been approved by the Board of Trustees and the MVEA.

#### 4.1.3 Sick Leave Bank

The Marsh Valley Board of Trustees agrees to the establishment of a Voluntary Sick Leave Bank to be used for the purpose of alleviating hardship caused by the absence from work necessitated by extended or recurring illness in the certified employee's immediate family which extends beyond the certificated employee's accumulated personal sick leave.

#### 4.2 Personal Leave

Personal leave shall be granted to certificated employees at the rate of three (3) full days each contract year. If there are any personal leave days not used during the contract year, certificated employees will be paid \$50 for each unused personal leave day remaining. If the District returns to a 5-day week, the number of leave days granted and the amount reimbursed will be brought to negotiations.

Limitations will be placed by the principal on the number of teachers who can take personal leave on any given day at each school. Such limits are necessary based on the availability of substitute teachers. Generally, only one (1) or two (2) personal leave days per school, per school day can be approved.

Personal leave will not be granted with any form of job action or work stoppage.

#### 4.3 Family / Parental Leave

Teachers are entitled to unpaid leave based on eligibility of and provisions of the Family and Medical Leave Act of 1993 (FMLA) or to successor changes to that law. (Please refer to legal posters provided in each building of the district.)

#### 4.4 Bereavement Leave

Bereavement leave can be taken when death occurs in the immediate family. The immediate family includes; father, mother, sister, brother, husband, wife, children, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. The amount of time taken will be up to three days per school year at no cost to the certified employee. Additional days will be deducted from either the certified employees' personal leave or sick leave. Special circumstances will be reviewed and approved or disapproved by the immediate supervisor and



Superintendent.

#### 4.5 Professional Leave

- 4.5.1 Attendance at educational meetings or visiting other schools is permitted at full pay if such absence is approved by the Superintendent of the school district.
- 4.5.2 Association Leave shall be granted at the rate of nine (9) aggregate days per year to conduct Association business. Such leave shall be granted upon notification to the superintendent. These days shall be in addition to those provided by Idaho Code. The Association shall pay for the cost of a substitute teacher if one is employed due to the absence. Any additional days will be negotiated with the Superintendent.

#### 4.6 Sabbatical Leave

Sabbatical leaves of absence are granted for professional improvement upon recommendation by the Superintendent and approved by the Board of Trustees, subject to the following conditions:

- 4.6.1 Sabbatical leave request will be considered for one contract year only.
- 4.6.2 The teacher must have completed seven (7) consecutive full school years in active services as a regularly employed staff member of Marsh Valley School District in order to be eligible to request a sabbatical leave.
- 4.6.3 The request for a sabbatical leave of absence must be received by the Superintendent, in writing, one week prior to the March board meeting of the year in which the sabbatical leave will begin. The request must state when the leave would begin and when the teacher will return to their regularly contracted position and must outline the plans of the teacher during the sabbatical leave absence. (Changes to the plan must be submitted to the Superintendent and approved by the board. [See Section 4.6.13])
- 4.6.4 Teachers will be notified, in writing, at the latest, by one week following the April board meeting as to the disposition of the sabbatical leave request.
- 4.6.5 The teacher's regular salary will be suspended when he/she is on a sabbatical leave. The teacher shall receive a grant equal to one-half (1/2) the average combined seventh (7<sup>th</sup>) step levels of the salary schedule which is in effect at the time the sabbatical leave is granted. That sum will be paid in equal installments during the year of sabbatical leave.
- 4.6.6 The teacher shall sign a written agreement with the Board of Trustees to return to employment with the school district as a full time certified employee for one (1) full contract year following the sabbatical leave, or the teacher will reimburse the school district for the total amount of monies received during the sabbatical leave.
- 4.6.7 Additional sick leave and personal leave will not be allocated to the teacher on a sabbatical leave of absence. The teacher's existing accrued sick leave and personal leave benefit will continue during the leave but will not be available for the teacher to use until he/she returns to regular employment with the district. Tenure will not be impaired during a sabbatical leave of absence.
- 4.6.8 Teacher would be allowed to participate in the group health insurance while on sabbatical leave of absence by paying the policy premium for the benefits.
- 4.6.9 Upon return from sabbatical leave, the teacher will be placed on the step of the salary schedule which is one step more than the teacher was receiving when the sabbatical leave was approved.
- 4.6.10 The number of teachers to be granted a sabbatical leave during a contract year shall not exceed one percent (1%) of the total certified staff.
- 4.6.11 The teacher returning from a sabbatical leave of absence for professional improvements shall submit to the superintendent a report containing transcripts of all college and university study while on leave or a description of travel and other items of information pertinent to an evaluation of the program.
- 4.6.12 Teachers returning from a sabbatical leave will be entitled, at the end of the leave, to the position they left

or to a position in the district comparable in pay and benefits to the one they vacated. The teacher hired as a replacement shall be notified in writing at the time of appointment that the appointment is temporary and for the length of the regular teacher's leave only.

4.6.13 A teacher who fails to complete the plan as submitted (section 4.6.3), excepting changes agreed upon by the school board, will need to repay all grant monies (section 4.6.5) and will not be entitled to a position in the school district. He/she will be given the same consideration as any other applicant for any open positions

#### 4.7 Court Appearance

The teacher who receives a notice to report for or in connection with jury duty or is subpoenaed as a witness which necessitates the absence from regular scheduled teacher duties shall notify the building principal as soon as reasonably possible. If any teacher is summoned and reports for a court appearance, he/she shall be paid their normal day's pay, provided he/she becomes available for work within his/her regular work schedule when not occupied in court. It is understood and agreed that a teacher shall be required to report to work on any and all days when he/she is not summoned in connection with a court appearance.

To be eligible to receive their normal pay when occupied in a court appearance, the teacher must furnish the District Clerk Treasurer with a written statement from the appropriate public official listing the amount and the dates he/she receives pay for a court appearance. The check stub for the court appearance will be an acceptable written statement if it lists the dates and amounts for which the teacher receives court appearance pay, not to exceed one/one hundred ninetieth of their salary. The teacher will be required to submit the pay for the court appearance to the District Clerk/Treasurer for deposit into the general fund of the school district.

#### 4.8 Military Leave of Absence

**SCOPE:** Applies to full-time and part-time certified employees who work a minimum of 20 hrs. a week who are members of the armed forces, military reserve, or National Guard units.

##### **TRAINING**

**DUTY:** Eligible certified employees are to be granted leave of absence for required Training Duty. This includes weekly and weekend drills and annual duty tours when ordered by the military authorities. The certified employee's regular pay will continue for up to ten (10) days during required Training Duty. The employee will be required to submit the military training pay they receive up to, but not exceeding, their employee salary scale during this leave of absence to the District Clerk Treasurer for deposit into the General Fund of the school district.

##### **ACTIVE**

**DUTY:** Eligible certified employees are to be granted leave without pay for required Active Duty when employees provide proper military documentation such as copies of orders. All such employees are considered during their absence to be on approved, unpaid leaves of absence.

##### **SICK LEAVE**

**ACCRUAL:** All time spent on Active Duty is considered continuous service only for the purpose of computing future accrual of sick leave once the certified employee returns to District employment. The employee is not credited with the actual award of sick leave during the Active Duty.

##### **BENEFITS**

**CONTINUATION:** Benefits continuation during the Mandatory Active Duty may be allowed, ONLY if certified employees are called to **MANDATORY ACTIVE SERVICE** as mobilized reservists or as draftees through selective service. The required annual training for reservists is considered to be Training Duty and will not be considered Active Duty.

##### **GROUP HEALTH**

**BENEFITS:** Certified employees on Mandatory Active Duty have complete medical, dental and vision care provided by the military and will not be covered by the District Group Health Plan. Medical coverage may continue for the employee's eligible dependents while the employee is on Mandatory Active Duty and up to 90 days following completion of mandatory duty. Employee

contributions for the eligible dependents group health insurance are waived until employees return to work. Coverage under the District plan continues during Training Duty.

**RETIREMENT:** Time spent on Training Duty or Active Duty is credited the same as time worked for the District under the retirement plan. If employees, before or after becoming plan participants, are absent on Training Duty or Active Duty but return to work with the District immediately following their release from such duty and meet the re-employment requirements as listed below, service is considered unbroken.

**RE-EMPLOYMENT:** Certified employees granted a leave of absence to enter active military service are to have re-employment rights provided by federal statutes. Employees who return from duty with the armed forces are to be reinstated to their former positions, or to a position of like seniority, status, and pay, unless circumstances have so changed as to make reinstatement impossible or unreasonable provided they:

- a. Are qualified to perform the duties of their former position.
- b. Make application for resumption of employment within the time specified by law and applicable regulations.
- c. Present a certificate from the proper authority showing satisfactory completion of their period of service or training.

If the certified employee's position is filled during their absence by upgrading another employee or hiring a new employee, the tenure of the upgraded employee or the new employee in the particular job is subject to the return of the veteran. For this reason, employees thus promoted or hired need to sign an acknowledgment form they understand the position they are promoted to or hired for is temporary.

#### 4.9 Leave of Absence

The teacher requesting a leave of absence must have worked three (3) continuous contract years in the school district before being eligible to request a leave of absence.

A leave of absence for not more than one (1) contract year may be granted to a teacher for the following reasons:

1. For the purpose of continuous advanced study.
2. For other such special reasons as may be approved by the Board of Trustees.

Leaves of absence must be applied for in writing.

- a. Requests for one (1) contract year leave of absence must be submitted in writing to the Superintendent before May 1st of the year in which the anticipated absence will begin. The teacher must submit a written request to the Superintendent for placement in a suitable position by April 1st of the year in which they wish to return for the fall term.
- b. If the request for leave of absence is for less than one (1) year, the written request must be submitted to the Superintendent at least thirty (30) days prior to the anticipated absence.

The written request must be submitted to the Superintendent who will present it to the Board of Trustees for consideration and approval.

Approved leaves of absence will be granted in writing following the Board approval.

The certified employee's salary will be suspended when he or she is not actually serving their contractual agreement.

Leaves of absence provide for no additional benefits to be accumulated. Longevity credit shall be restored for the teachers returning to the district. Tenure will not be impaired providing the leave of absence is no longer than three (3) months duration.

A year's leave of absence does not count as a year of experience on the salary schedule or toward professional advancement requirements.

Upon return from a leave of absence, the district will attempt to place the teacher in the same position they were holding before their leave of absence. If the position is not available, the district will place the employee in a position in the district which is equivalent in pay and benefits to the position they were holding before the leave of absence.

Teachers would be allowed to participate in the group health insurance while on leave of absence by paying the policy premium for the benefits.

#### 4.10 Public Service Leave

Professional employees elected or appointed to the Idaho State Legislature, for which the required commitment is less than full-time, shall be granted leave with benefits for those days or portions of days requiring absence for the purpose of performing the duties of office during the legislative session.

The professional employee's salary will be suspended during the legislative session when he or she is not actually in the classroom serving his or her contractual agreement. In the event the professional employee must participate in legislative duties before or after the legislative session, the professional employee shall receive pay and benefits at his or her daily rate for five (5) days as granted in Idaho Code 33-1279.

Furthermore, in the event the professional employee must participate in legislative duties before or after the legislative session during his or her teaching contract time, the professional employee shall receive pay and benefits at his or her daily rate for days or portions thereof, not to exceed five (5) additional days. The professional employee shall pay the cost of the substitute for each of these days or portions thereof to be deducted from his or her salary. Thereafter, the employee's salary will be suspended during the time he or she is not actually in the classroom serving his or her contractual agreement.

All rights of renewable contract status, retirement, accrued sick leave, salary schedule placement, and other benefits provided herein shall be preserved and sustained to the professional employee who takes public service leave.

### **ARTICLE FIVE – *Reduction in Staff***

The Board of Trustees shall determine when reductions are necessary and which program areas shall be affected.

#### 5.1 Procedure

The District's reduction program and those staff members who will be terminated or affected in contract status will be identified by using the following procedures:

##### 5.1.1 Certification

To ensure that the certificated staff members retained are qualified to implement the educational programs determined by the Board, all certified staff members must possess a valid Idaho State Certificate required for the position available.

##### 5.1.2 Retention of Employment Category or Area of Endorsement:

- a. Each certificated staff member will be considered for retention in the category and/or area of endorsement in which he/she is presently working.
- b. Staff members will be considered for additional categories and/or areas of endorsement for which they are certificated only if they are not retained in the category or area of endorsement appropriate to the position held at the time of the implementation of these procedures.
- c. Categories and areas of endorsement shall be commonly accepted college majors and minors.

##### 5.1.3 Selection within Employment Categories and Areas of Endorsement:

Seniority shall be defined as the employee's total length of years of continuous service in the district.

- a. The employees with the greatest number of years of continuous in-district experience immediately preceding a reduction shall have the greatest seniority.
- b. Should fact "1" be equal, total years of certificated experience shall determine seniority.
- c. Should fact "1" and "2" be equal, the following factors will determine the placement:
  1. The last three (3) years of evaluation as determined by the administrators involved.
  2. The highest number of credits as accepted by the district towards placement and advancement on the salary schedule.
  3. Employees who have been granted a leave of absence prior to the reduction will retain seniority earned. A year of leave will not count toward a year of seniority.
  4. Staff members on part-time contracts will earn seniority equivalent to the sum of their fractional contracts.
  5. National Board Certification
  6. Degrees

#### 5.1.4 Seniority Lists:

- a. When the need for reduction in educational programs becomes apparent, each certificated employee shall be notified in writing that he/she will have five (5) working days to update his/her personnel file.
- b. Seniority lists will be established and distributed to the Association and each staff member as soon as possible after the identification of the need for a reduced education program. Any staff member who wishes to challenge his/her placement on the seniority lists must file a written notice with the Superintendent's office within five (5) working days immediately following the distribution of said seniority lists. Any such notice shall identify the basis of the challenges. The Superintendent's office will review all written challenges and will make such changes as may be supported by information contained in the staff member's personnel file. Any staff member failing to challenge his/her placement on the seniority lists within the time limitations as specified shall be deemed to have waived any right to challenge thereafter such placement.
- c. When the need for reduction within a building becomes apparent, a certificated employee(s) within that building with the least district seniority, as defined in Section 5.1.3, shall be notified by the principal in writing of the options available.
  1. The displaced employee will fill an existing opening within another building.
  2. If there is no opening in other buildings, then he/she will replace the least senior employee within the district in a position which he/she is certificated to teach.

#### 5.1.5 Recall

- a. All certificated staff members who are not retained in accordance with these procedures will be placed in a recall pool for possible re-employment during the first three school years immediately following his/her placement in the recall pool. Recall pool personnel will be given the opportunity to fill open positions within the categories or areas of endorsement for which they are certificated.
- b. It is the obligation of the pool personnel to keep the district advised of their current address.
- c. If a position offered is not accepted within seven (7) days, the person will be dropped from the employment pool.

### **ARTICLE SIX – *Transfers and Vacancies***

A list of all current vacancies by school, grade level and/or subject matter shall be posted in each school announcing the vacancies. A vacancy is any position that is vacated and requires a replacement. Notification of vacancies will be posted and any district personnel meeting the requirements and qualifications may apply for the position. If the opening occurs during a time school is not in session, the notice of the opening will be included in the monthly paycheck envelope mailing

during the summer and/or posted on the Marsh Valley District website. This list of vacancies shall also be furnished to the Marsh Valley Education Association President.

Certificated personnel who desire a reassignment to another teaching position within their building shall submit to the building principal a written statement requesting such reassignment prior to or when a vacancy arises. Certificated personnel who desire a transfer to another building shall submit a written statement, requesting such transfer, to the superintendent of schools. Consideration for the vacancies will be given in the following order: building personnel, district personnel, and then outside personnel. Employees, who have requested a transfer, been interviewed and offered the position, will be given the opportunity to accept or reject the position.

In the event that positions are not filled, an involuntary transfer/reassignment may be necessary. In such cases, a discussion among the teacher affected, the principal, and the superintendent will take place prior to the transfer/reassignment. Notification of transfers/reassignments for the ensuing year shall be given before the close of the school year except in unusual cases.

Such reassignments and transfers of certificated personnel shall be the responsibility of the Superintendent. Involuntary transfers shall include a written explanation, if requested by the teacher being involuntarily transferred, stating the necessity of such transfers.

### **ARTICLE SEVEN – *Early Retirement***

**[This Article is null and void as long as the state provides salary based on a state index.]**

#### **7.1 Early Retirement**

School District No. 21 extends to all certificated staff a grant for early retirement. In order for an employee to be eligible to receive an early retirement incentive grant they must meet the following criteria:

7.1.1 The employee must be an active member of the public employee retirement system.

7.1.2 The employee must sign an Early Retirement Incentive Agreement.

7.1.3 Upon receiving a grant, the employee must apply for and be eligible to receive benefits from the State of Idaho public employee retirement system.

7.1.4 The employee must notify the District of his/her intent to retire before April 1 of the year they wish to retire.

#### **7.2 Early Retirement Grant**

The early retirement incentive grant will consist of payments of \$500.00 per month beginning with October 1 of the year the eligible employee elects to retire.

#### **7.3 Early Retirement Limit of Benefit Payments**

No participant in an early retirement incentive program will receive more than 36 equal payments.

#### **7.4 Early Retirement Board of Trustees Right to Limit Grants**

The Board of Trustees reserves the right to limit the number of early retirement grants given in any one year.

### **ARTICLE EIGHT – *Work Day***

8.1 The basic hours of work shall be eight hours and thirty minutes. Educators are expected to be at school-wide events, which go beyond the 8 ½ hours on a four (4) day week, i.e., Back-to-School nights, Parent-teacher conferences, carnivals, and school-wide activities.

8.2 Employees shall not be required to attend school on emergency closure days, due to inclement weather, or facility failure, when classes are canceled and student attendance is not required.

8.3 The District shall provide each teacher a duty-free lunch period. Teachers who volunteer for or are appointed to

cover lunch room duty will be provided a school lunch at no charge. Each building has lunch duty needs. Assignments may be made on a volunteer and/or rotating basis to cover those needs. Building needs will be determined by building administrators.

8.4 School Safety

No teacher shall be required to carry a weapon as a condition of employment.

8.5 Preparation Time

Secondary teachers shall be given a preparation period each day.

Elementary teachers shall be given at least 30 minutes of uninterrupted preparation time once a week.

**ARTICLE NINE – Insurance Benefits**

9.1 The District agrees to maintain the health insurance benefit at no increased cost to the employee. The District shall provide the following:

9.1.1 Employee medical insurance.

9.1.2 Employee Dental Insurance

9.1.3 Group term life insurance in the amount of \$20,000

9.2 In addition to section 9.1 above, the District shall provide medical insurance that is an extension of the employee's policy to the employee's spouse and dependent children at the following monthly costs:

**Insurance Benefits For 2018-2019  
Marsh Valley School District #21**

Plan Type PPO Medical	Premium	Benefit	Deduction (Employee Out of Pocket)
Employee	\$568.75	\$568.75	\$0.00
EE + Family	\$1,449.50	\$1,327.95	\$121.55
EE + Spouse	\$1,250.60	\$1,153.10	\$97.50
EE + Children	\$1,017.60	\$947.00	\$70.60
EE + Child	\$875.60	\$823.10	\$52.50

Dental	Premium	Benefit	Deduction (Employee Out of Pocket)
Employee	\$28.40	\$28.40	\$0.00
EE + Family	\$108.85	\$28.40	\$80.45
EE + Spouse	\$61.50	\$28.40	\$33.10
EE + Children	\$81.30	\$28.40	\$52.90
EE + Child	\$54.70	\$28.40	\$26.30

If the employee selects additional coverage or an alternative plan with the current carrier, the employee will be responsible for the added costs.

9.3 Coverage shall begin as of September 1 of each year and will continue until changed by negotiations.

9.4 Insurance Committee

A joint Association and District Insurance Committee shall be appointed to evaluate existing insurance carriers, plans, costs and programs, and make recommendations to the Board and the Association negotiation teams.

9.5 Modifications to the existing Insurance Benefits Program shall be subject to negotiations between the MVEA and the Marsh Valley School Board.

- 9.6 It may become necessary to change carriers in order to continue to offer benefits at a reasonable cost.
- 9.7 Insurance will be reviewed and/or negotiated each contract year.

#### **ARTICLE TEN – *Unanticipated Funds Agreement***

- 10.1 Unanticipated Funds  
Unanticipated funds is defined as any funds received by the District as a result of funds distributed by the State Superintendent of Public Instruction during the month of July due to increased number of units over budget figures used to determine the currently adopted district revenue budget or an increase in the unit factor over the amount estimated by the State Department of Education.
- 10.2 Unanticipated Fund Distribution  
Funds in excess of the 5% unappropriated fund balance shall be distributed as follows:
- 10.2.1 50% shall be maintained by the Board of Trustees for appropriation as they determine is in the best interests of the District.
- 10.2.2 50% shall be made available for payment to the certificated teachers, of that contract year, unless specifically prohibited by the State Legislature.

#### **ARTICLE ELEVEN – *Reimbursement for Recertification***

- 11.1 Credit Reimbursement Procedures  
Staff members may apply for financial assistance, limited to three (3) credits maximum during each five (5) year recertification period, for the purpose of enrolling in college or university courses to enable the staff member to comply with Idaho State Recertification Standards. Reimbursement will be contingent upon three (3) criteria:
- 11.1.1 The staff member providing the District with a transcript showing successful completion of the college course with a "C" or better or a passing grade in a pass/fail class.
- 11.1.2 The staff member providing the District with a registrar's receipt showing payment.
- 11.1.3 The maximum per credit shall be that amount charged by Idaho State University for graduate credit.

#### **ARTICLE TWELVE – *Teacher Evaluation***

Teachers will receive an unbiased evaluation annually based on district policy.

#### **ARTICLE THIRTEEN – *Teacher Discipline***

13.1 Teacher Discipline

An administrator may, for just cause, reprimand, discipline, place a teacher on administrative leave for a violation of board policy or a breach of conduct or duty. Just cause is defined as any reason put forth by the administrator in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the administrator's role of supporting, building, and maintaining an efficient school system. A breach of conduct is a violation of Board policy, rules, orders, reasonable administrative directives, or commonly accepted standards of ethical behavior. A breach of duty may include, but not be limited to: *Insubordination; use of school time or property for personal gain; violation of drug or alcohol policy; improper conduct toward a student, parent or another employee; or physical or mental abuse of a student.*

Discipline shall follow the rules and procedures concerning written reprimands and administrative leave as shall be established in the board of education policy. This policy shall be written in such a manner as to guarantee the



due process rights of the teacher. Action to reprimand, discipline, or put a teacher on administrative leave shall not be based on an anonymous complaint.

**ARTICLE FOURTEEN – Professional Compensation**

**Marsh Valley School District #21  
Instructional Salary Schedule 2018-2019**

<b>Career Level</b>	<b>Pay Scale</b>
R1	\$36,598
R2	\$37,687
R3	\$39,114
P1	\$40,942
P2	\$42,529
P3	\$43,825
P4	\$45,506
P5	\$46,892
P6	\$48,679
P7	\$50,156
P8	\$52,052
P9	\$53,625
P10	\$55,240

14.1 Payment of Salaries: Teachers shall be paid in twelve equal installments on the 20<sup>th</sup> of each month or on the last working day before the 20<sup>th</sup>.

**ARTICLE FIFTEEN – Savings Clause**

All items in this agreement are presumed to be legal and valid. If any specific item of this agreement shall be ruled invalid by a court of law or a government agency, the Board and the Association shall enter into negotiations within fifteen (15) days to agree on a successor clause for the invalidated article. The balance of this agreement shall not be affected by any such ruling and shall remain in full force.

**ARTICLE SIXTEEN – Number of Contract Days**

The school year will be 160 days with pay, including a maximum of 144 teaching days, five (5) paid holidays, and all additional days to be used as determined by administrators.

16.1 In-Service Days

16.1.1 Teachers shall be required to attend district in-service days.

16.1.2 At least one emergency response training will be held annually for all district personnel.

16.1.3 Teachers shall be allowed to attend their state conferences.

16.1.4 Teachers shall be allowed to give input concerning district in-service trainings.

**ARTICLE SEVENTEEN – Agreement Modification**

This agreement shall not be modified in whole or in part by the parties except by amendment in writing duly agreed to and executed by both parties.

**ARTICLE EIGHTEEN - Duration**

The provisions of this Negotiated Agreement shall become effective as of July 1, 2018 and will continue and remain in full force and effect through June 30, 2019.

Salary and benefits shall be reviewed and/or negotiated annually. All remaining articles may be negotiated biannually.

Said Agreement will automatically be renewed and continue in full force and effect for a period of one year unless the Association or the Board gives written notice to the other party on or before February 1, 2019, of its desires to reopen this Agreement and to negotiate over the terms of a successor agreement. In the event that the Association or the Board gives such notice, negotiations shall be reopened on any contract items contained therein and any new items. All remaining articles shall be extended without further negotiations.

If at the time this agreement would otherwise terminate, and the parties are negotiating for a new agreement, the terms and conditions hereof shall continue in effect until agreements are ratified; and any new agreement shall be made retroactive to the date this agreement would otherwise have terminated.

**ARTICLE NINETEEN - Acceptance**


This agreement is signed on the 10<sup>TH</sup> day of July, 2018. This agreement shall be binding on the parties hereto.



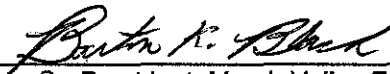
\_\_\_\_\_  
Chairman, Board of Trustee

7-10-2018

\_\_\_\_\_  
Date



\_\_\_\_\_  
Co-President, Marsh Valley Education Association



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Co-President, Marsh Valley Education Association

10 July 2018

\_\_\_\_\_  
Date