

# **MASTER AGREEMENT**

Between

**McCall-Donnelly Education Association**

and

**McCall-Donnelly Joint School District #421**

**2018-2019**

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**The following provisions have been agreed to by the McCall-Donnelly Education Association and the Board of Trustees of McCall-Donnelly Joint School District #421.**

## **Article I Departments**

1. When district teachers are asked to assist in activities outside of the regular contract day, they will be compensated financially at a level consistent with other forms of compensation; i.e., extracurricular activities, department head stipends, etc.
2. Principals will select department heads/team leaders who will serve in an advisory/liason capacity. The department heads/team leaders will assist the principal in administering department needs. Department head/team leaders will receive a stipend of \$600 each per year.

## **Article II College Tuition**

1. The McCall-Donnelly Joint School District will reimburse teachers the actual cost of the course, credit and instructor fees, up to \$300 per employee per year for continuing education for the current fiscal year. Reimbursement will be made upon submittal of official transcripts and proof of payment during the current fiscal year, July 1st – June 30<sup>th</sup>.
2. Staff hired in certified positions who are enrolled in their first state approved Master's Degree program are eligible for up to \$4,000 reimbursement of course, credit and instructor fees. The Master's Degree program must be applicable to education and pre-approved by the staff member's building principal and superintendent, and qualify the district for additional revenue from the state of Idaho.
3. By May 1, the certificated employee must notify the district of plans to complete requirements in time for advancement on the salary schedule the next school year. Transcripts or proof of completion must be on file by September 15 in order to advance on the salary schedule for that school year.
4. For credits to apply toward movement on the salary schedule, prior approval must be granted by the building principal and the superintendent.

**Article III**  
**Non-Professional Duties**

1. When licensed/certificated personnel are assigned janitorial, building repair, yard maintenance duties, etc., they shall be paid for those duties at the same rate of pay as the education support personnel ordinarily responsible for those duties.

**Article IV**  
**Early Notification of Resignation**

1. Early notification is beneficial if an individual plans to retire or leave the district. The district will provide a financial incentive to professional certified employees based on the date resignations are received. Incentive amounts shall be \$1,000 for resignations received on or before February 1<sup>st</sup>.

**Article V**  
**Insurance and Cafeteria Plans**

1. For the 2018-2019 school year the district will provide two medical insurance options as defined below.

Standard Plan – the District will pay for the full-time employee, up to \$510 per month for participation in the statewide schools Standard PPO Medical plan, Delta Dental and United Heritage Vision, employee life insurance (\$30,000 term life). The employee will pay premium in full for any dependent coverage selected. Current coverage includes:

- a. Medical, dental, vision, and at least \$30,000 in term life insurance. The Standard PPO medical plan coverage will be: \$1,000 deductible, 80% coinsurance, \$2,500.00 out-of-pocket, \$30.00 office co-pay, and a 3-tier prescription drug benefit.

HSA Plan – the District will pay 100% of the full time employees premium for HSA Medical Plan, Delta Dental and United Heritage Vision, as well as 50% of any dependent’s Medical Plan premium. The employee will pay 100% of dependent premiums for Delta Dental and United Heritage Vision if selected.

The District will also provide a one-time incentive to employees who select the HSA plan. The incentive provides a deposit \$800 to the employee’s Health Savings Account. Additionally, the district will match up to \$500 of the employee’s personal contributions to the Health Savings Account

Current coverage includes:

- b. Medical, dental, vision, and at least \$30,000 in term life insurance. The HSA medical plan coverage will be: \$3,000 deductible, 70% coinsurance, \$5,800 out of pocket.

2. The district will provide for each employee an Employee Assistance Plan (EAP).
3. Employees must work a minimum of 30 hours a week to qualify for District health, vision and dental insurance.
4. Employees will be provided opportunity once each year to participate in a voluntary cafeteria plan through which individual employees may elect to pay additional qualified premiums and costs, as listed below, through payroll deductions exclusive of such payroll taxes as allowed by law. Selected payroll deductions required for these programs will be qualified through an internal revenue code 125 plan. Allowable premiums and costs:
  - a. Premium costs for health, vision and dental insurance above the amount paid by the district and as permitted by law.
  - b. Amounts required to recover out-of-pocket medical costs as permitted by law. Childcare costs as permitted by law.
  - c. Cafeteria plan benefits will be administered by a qualified third party administrator selected by the district. The administrative cost for the plan will be paid by the district.

## Article VI Salary Schedule

The salary schedule for certified teachers for 2018-2019 will be as follows:

	BA	BA+24	MA
0	38,587	38,587	38,587
1	38,587	38,587	39,881
2	38,587	38,587	41,376
3	38,587	39,881	42,928
4	38,587	41,376	44,537
5	38,587	42,928	46,208
6	38,587	44,537	47,940
7	38,587	46,208	49,738
8	38,587	47,940	51,603
9	38,587	47,940	53,538
10	38,587	47,940	55,546
11	38,587	47,940	57,629
12	38,587	47,940	59,790
13	38,587	47,940	62,032
14	38,587	47,940	64,359
15	38,587	47,940	66,772
16	38,587	47,940	69,276

### Initial Placement

Newly hired certificated employees will be placed on the salary schedule based on:

- initial certification.
- highest degree earned.
- number of allowable years of experience as defined by Idaho Statute.
- credits that meet the criteria below that are earned after the highest degree claimed and initial certification.

### Credit Advancement

Credits accepted for advancement on the salary schedule must be:

- earned after the highest degree used for initial placement on the salary schedule and after initial certification.
- upper division and/or graduate level credits that lead to and are part of a graduate degree program, current endorsements, college of education courses or prerequisites that lead to additional endorsements or certificates in education.

## Article VII Extra-Curricular Salaries

Extracurricular salaries will be based on the column below. A person will be placed in this column depending upon the experience a person brings to the position. They will move down this column each year they continue in the position.

0	\$38,587
1	\$38,587
2	\$38,587
3	\$39,881
4	\$41,376
5	\$42,928
6	\$44,537
7	\$46,208
8	\$47,940
9	\$47, 940

1. A maximum of five years of experience can be granted any new person, placing said person at step 6. JV experience will count toward head coaching experience at the rate of two years of JV experience for every one year of varsity experience.
  
2. Athletic Director: 10-day extended contract, and a stipend equal to 13% of the extracurricular salary schedule.
  
3. All district employees will receive professional leave when coaching a sport in the district regardless of the building in which they teach.
  
4. High School Head Coaches:
  - Tier One: 12% of the step on the extracurricular salary schedule.
  - Tier Two: 11% of the step on the extracurricular salary schedule
  - Tier Three: 10 % of the step on the extracurricular salary schedule
  
  - Tier 1: Girls Basketball, Boys Basketball, Wrestling
  
  - Tier 2: Football, Girls Soccer, Boys Soccer, Volleyball, Track, Softball, Baseball
  
  - Tier 3: X-country, Golf
  
5. JV and High School Assistant Coaches:
  - Tier 1: 9% of the step on the extracurricular salary schedule
  - Tier 2: 8% the step on the extracurricular salary schedule
  - Tier 3: 7% the step on the extracurricular salary schedule

Number of either JV or High School Assistant Coaches per sport:

Football and Track: three total

All other sports: 1 total

6. 9th Grade Coaches: 6% of the step on the extracurricular salary schedule.  
In the event the team disbands before the end of the season due to lack of participation, the coach will be compensated by prorating the number of days coached compared to the number of days in the season. The coach will not be retained to work as an assistant.
7. High School Cheerleader Advisor: 9% of the step on extracurricular salary schedule.
8. Middle School Coaches: Middle School Head Coaches will receive 5.5% of the step on the extracurricular salary schedule. Middle School Assistant Coaches will receive 4.5% of the step on extracurricular salary schedule. There are no additional stipends for middle level coaching positions. A team qualifies for one paid assistant coach for each 15 additional participants.
9. High School Music Advisor: 11% of the step on the step on extracurricular salary schedule.
10. High School Dramatics Advisor: 10% of the step on the step on extracurricular salary schedule.
11. High School Yearbook Advisor: 6.5% of the step on the step on extracurricular salary schedule.
12. Academic Competition Advisor: 3.3% of the step on the step on extracurricular salary schedule.
13. High School Debate/Speech Advisor: 4.4% of the step on the step on extracurricular salary schedule.
14. High School Honor Society Advisor: 3.3% of the step on the step on extracurricular salary schedule.
15. High School Student Government Advisor: 3.3% of the step on the step on extracurricular salary schedule.
16. Middle School Dramatics Advisor: 2.5% of the step on the step on extracurricular salary schedule.
17. Middle School Honor Society Advisor: 2.2% of the step on the step on extracurricular salary schedule.
18. Middle School Student Government: 2.2% of the step on the step on extracurricular salary schedule.
19. Middle School Academic Competition Advisor: 3.3% of the step on step on extracurricular salary schedule.
20. Middle School Yearbook Advisor: 2.2% of the step on step on extracurricular salary schedule.



## **Article VIII Absence and Leaves**

### **Definition**

Immediate family, in relation to leave, shall mean spouse, children, brother, sister, mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchild, and other relatives not previously listed who reside in the employee's household.

#### **1. Personal Illness (Sick)**

- a. Certificated employees shall be granted leave of absence for personal illness with pay and benefits at the rate of 186 days = 10 days; each additional 10 days work = 1/2 day leave, to a maximum of 12 days. Personal illness leave shall accrue without limit. Such leave will be credited at the beginning of each year employed for the ensuing year. Personal illness leave may be utilized for absences caused by illness or injury and for the care of immediate family members who are ill or injured.
- b. If all personal illness leave is used, deductions from the employee's salary will be made on the basis of the employee's daily rate of pay (1/186th of salary).

#### **2. Bereavement**

- a. Certificated employees will be granted up to a maximum of five (5) days per year leave with pay and benefits for death in their immediate family. Sick leave may be used for additional bereavement leave.

#### **3. Parental Leave**

- a. Certificated employees may use accumulated personal illness leave for absence due to pregnancy and childbirth in accordance with their health care provider's recommendations. Employees may use additional accumulated personal illness leave for the purpose of child rearing for newborns or newly adopted children, defined as the period of time not to exceed ten days. Employees eligible for FMLA may request additional leave without pay but with continuation of benefits such that all FMLA leave shall not exceed 12 workweeks in any 12-month period.
- b. In any case in which a husband and wife are entitled to leave under this section, the aggregate number of workweeks of leave to which they may be entitled will be limited to 12 workweeks during any 12-month period.

#### **4. Professional Leave**

- a. Certificated employees may be absent for a variety of professional reasons, including attendance at in-service or professional meetings. Leave and benefits will be provided in these instances, provided that the absence has been approved by the immediate supervisor and the superintendent on forms provided by the district. This approval must be made at least three days prior to the leave. The teacher may be reimbursed at the rates established by the state of Idaho for mileage, fares, meals, and rooms.
- b. This district will allow 8 days absence, with pay, to the aggregate (not individually) of the certificated personnel to attend sanctioned MDEA, IEA and NEA activities that will not require approval of either the principal or superintendent. The employee may apply to the superintendent for up to 5 additional aggregate days. Notification of this absence shall be given in writing to the principal at least 3 days prior to the absence.
- c. With written application to the superintendent, teachers may be granted leave without loss of pay and a substitute provided for the purpose of attendance at activities deemed appropriate by the teacher and principal. Application for use of this leave shall be made in writing to the superintendent at least 5 working days in advance of the date of the leave. The teacher may be reimbursed at the rates established by the state of Idaho for mileage, fares, meals and rooms.
- d. If the district requires the teacher to take professional leave, the district will reimburse the teacher for mileage, fares, meals, and rooms.

#### **5. Jury Duty and Subpoena Leave**

In the event that certificated personnel are called for jury duty, or ordered by a court (also known as being “subpoenaed”) to appear as a witness in a lawsuit, the employee will receive full pay and benefits from the district for any absence from work that is required for the employee to comply with the jury duty or order. If the employee is paid for complying with the jury duty or order, the employee must present evidence to the district of the amount of all such payments (excluding travel and meal allowances). The amount of any such payments shall be paid to the district within 5 days of the employee’s receipt of payment; if such payment is not received by the district within 5 days of the employee’s receipt, the amount will be deducted from the employee’s pay in the next pay period.

#### **6. Emergency Leave**

- a. Leave with pay and benefits may be granted to certificated employees for emergency purposes. The superintendent's approval will be given only when verification is provided that an emergency situation did occur that precluded the employee's presence at work. The employee will pay for the cost of the substitute.

## 7. Leave of Absence

- a. Certificated personnel who have completed 3 years of employment in the McCall-Donnelly Schools will be eligible for a leave of absence, without pay and benefits, for one year for activities that will enhance their teaching or administrative abilities, for obtaining additional schooling, teaching in another school district, or working in a professionally related field.
- b. Certificated personnel who have completed 5 years of successful service in the McCall-Donnelly Schools will be eligible for a leave of absence, without pay and benefits, for one year, for personal reasons.
- c. Eligibility for another (2nd, 3rd...) leave of absence will begin upon return from either type of leave, with the same requirements applying as outlined above. The employee must be in the district a minimum of 3 years prior to making application for another (2nd, 3rd...) leave of absence.
- d. Application for leave will be made in writing to the superintendent for approval, setting forth reasons for such leave, as early as possible, but no later than February 1 each year for the following school year. Following the request, the district will conduct a timely and customary search process for a replacement. In the event that a replacement cannot be found, the superintendent may deny the leave request. The district will notify the requesting employee(s) of leave approval as soon as possible and no later than April 1<sup>st</sup>. Professional employees are thereby encouraged to apply for Leave of Absence(s) as early as possible so that replacements may be identified. The superintendent may make exceptions to February 1<sup>st</sup> date, if in his/her judgment, there would be minimal disruption in the operation of the district and if a replacement can be hired.
- e. A teacher may be granted a one-year extension on his/her professional leave of absence for teaching overseas, or for pursuing an advanced degree. The teacher must request the extension by March 1 of the year he/she is on leave.
- f. A teacher may be granted a one-year extension on his/her personal leave of absence if the school board and administration deem it is in the best interests of the district and teacher.
- g. If the request is denied by the superintendent, the certificated employee may ask that the request be reviewed by a committee consisting of a professional staff member appointed by the building principal, the building principal, the superintendent and a board member.
- h. When a leave of absence is granted, the teacher will be notified in writing. Certificated personnel on leave must state in writing on or before March 1 of the year in which the leave occurs, his/her desire to return to the McCall-Donnelly Schools. This date is firm and will not be adjusted. The district will attempt to notify the individual on leave of the approaching deadline, providing a current address is on file in the district office.

- i. A teacher may remain a part of the group insurance plan during his/her leave as allowed by group carrier. The teacher will be responsible for paying the monthly premiums.
- j. Upon his/her return, the district will offer the teacher a salary to which the teacher is entitled on the schedule. An additional step will be granted to those who taught full time in another public school district. Additional personal or professional leave, beyond the initial year and one-year extension year, may be granted at the discretion of the board and administration.

## **8. Personal Leave**

- a. Personal leave with pay will be limited to 3 days per year except for those hired prior to September 1, 2001. For employees hired prior to September 1, 2001, personal leave with pay shall be granted at the following rate:
  - 5 days per year. ~~for teachers employed for more than 14 years.~~
- b. Personal leave shall be granted for any reason deemed necessary by the teacher. Personal leave may be used on in-service days with prior approval of the building principal; however, the school board and the association strongly encourage participation in staff development opportunities and discourage the use of personal leave on in-service days except under unavoidable circumstances and with the understanding that professional employees are responsible for acquiring the in-service materials and content following the personal leave.
- c. Except in cases of illness and personal emergencies, a teacher shall notify his/her building principal at least 48 hours prior to using personal leave.
- d. A teacher may elect to carry the unused personal leave to the following school year. The number of personal days that can be accumulated at any one time is limited to 15 days. The number of consecutive days an employee may use is limited to 5 days, except in the case of illness.
- e. Upon request, the employee shall be reimbursed for unused personal days under the following conditions:
  - i. The number of days that will be reimbursed is capped at five days per year, except for those teachers who will be retiring or terminating services at the end of the contract. For them, the cap is lifted.
  - ii. The reimbursement rate shall be determined using the base rate of pay on the certified teachers' salary schedule for the current school year. Teachers will be reimbursed on a daily rate of pay based on that figure.
  - iii. All employees who wish to be reimbursed for unused personal leave must notify the district of their intent to sell back days by June 15 of the current school year.

- f. Personal leave requests prior to or following a vacation, or during the last two weeks of school, must be made in writing to the building principal and are contingent upon his/her written approval. Additional days may be granted by the superintendent with the teacher paying the substitute's wage.
- g. Personal leave will not be deducted from sick leave.

## **9. Sick Leave Incentive**

- a. Employees who in the prior school year were employed by the district and used 2 days or less of sick leave, exclusive of death in family and sick leave bank contribution, shall be entitled to 1 day of additional personal leave with pay. This day must be taken the year earned or it will be lost.
- b. Personal leave earned in accordance with the paragraph above shall be granted to the employee without any limitation on the use of such days.

## **10. Sabbatical Leave**

- a. Full-time employees who have been employed by the district for a total of 15 or more consecutive years will be eligible for one sabbatical leave for the express purpose of earning increased education training or research in a teacher-related field. Up to two (2) such sabbaticals may be granted in any one school year, district-wide. Salary payment during a sabbatical leave shall be 1/2 of the employee's rate of salary for the year prior to the sabbatical. The employee will also receive 1/2 of all benefits.
- b. Application for sabbatical leave will be made to the district prior to February 1 of the year preceding the sabbatical. Applications will be reviewed by the superintendent and the Board of Trustees prior to March 1. Approval or denial of the sabbatical request will be made in writing to the employee by March 1.
- c. The district guarantees the teacher his/her same building assignment on his/her return from the sabbatical. Upon return, the employee must continue employment with the district for two (2) years. The employee agrees to sign a promissory note in the amount of the salary received from the district during the sabbatical leave. Upon return and two (2) years of continued employment, such note shall be void. Sabbatical leaves will be one year in length.

## **Article IX**

### **Reduction in Program and Staff**

#### **1. General Statement of Policy**

A reduction in force may occur when the board determines that it is in the best interest of this district to reduce the number of contracted certificated employees.

#### **2. Reasons for Elimination of Certificated Staff Positions**

It is recognized that the Board of the District has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of the state statutes. Elimination of certificated staff positions may result from the following examples or from other conditions necessitating reductions:

- a. Decreases in student enrollment
- b. Changes in curriculum
- c. Financial conditions or limitations of the District
- d. Reorganization or consolidation.

The need for implementation of a Reduction in Force and/or the elimination of certificated positions is left to the sole discretion of the District's Board. The District's Board may choose to implement a RIF through:

- e. the elimination of an entire program or portions of programs
- f. the elimination of positions in certain grade levels only;
- g. the elimination of positions by category;
- h. the elimination of positions in an overall review of the District;
- i. the elimination of positions through other considerations and
- j. implementation decisions;
- k. the elimination of a portion or percentage of a position(s) or any combination of the above.

#### **3. Definitions**

- a. "Professional Employee" means any State of Idaho certificated employee of this School District, except Superintendent, Supervisors and Principals.

#### **4. Procedures**

Prior to commencing action to terminate teacher contracts under this procedure, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:

- a. Voluntary retirements
- b. Voluntary resignations

- c. Transfer of existing staff members
- d. Voluntary leaves of absence

In the event a reduction-in-staff is required, teachers who are retained pursuant to this policy may be reassigned if suitable position openings are available in instructional areas for which they are Highly Qualified and for which the principal has approved transfer as per Idaho Code requirements.

In the Board making a determination as to the individuals to be released pursuant to the Reduction in Force, consideration will be given to the following criteria. Each criterion, below, shall be considered in terms of the total context when selecting those employees who are to be considered for reduction pursuant to the provisions of this policy. The following criterion will be considered:

- e. Teacher evaluation, including components required by state statute to be encompassed in teacher evaluation
- f. Professional Standards and Conduct over the course of the last 3 consecutive years
- g. Highly Qualified in subject matter of instruction
- h. Highly Qualified in multiple subject matters
- i. Educational degrees earned
- j. National certifications held
- k. Professional contributions to the district

It is the intent of the Board that the individual and cumulative effect of each criterion on the welfare of students and the best long-term and short-term interest of the school district be considered.

It is further the intent of the Board that primary consideration be the quality of instruction and the progress that students are making throughout the course of the school year as well as properly endorsed Highly Qualified instructors to be in classroom positions in order for the District to be compliant with federal and state education requirements. Thus, each criterion shall be considered in terms of this total context.

The factors for consideration shall be reviewed on an annual basis by the District's Administration to determine whether factors should be added or eliminated, or weighted differently. Such recommendations for modification will then be brought before the Board for consideration.

The district office shall advance notice of the possible Reduction in Force to all teachers who may be released, based upon the number of teachers who may be released, in full or in part, and the school programs, teacher positions or categories of positions that may be affected.

If the Board determines that a RIF in fact will be implemented, the Superintendent shall submit a list of the teachers recommended for release, through use of the above process, and shall make recommendation to the Board as to what due process, if any, the Board needs to implement for each individual personnel situation.

All releases shall be done in conformance with the applicable provisions of the Idaho Code and all affected teachers will be promptly notified, in writing, of the Board's decision or actions that need to be taken by the Board relating to applicable due process activities, if any.

A staff member who is terminated under the provisions of this policy will be notified of the opening if the position is reinstated within a twelve month period. The terminated employee is responsible for providing the district with a valid address.

## **Article X Complaints and Grievances**

### **Complaint**

A complaint is any condition, action or lack of action by the district or its staff which a staff member believes to be unjust.

### **Grievance**

A grievance is a claim by a staff member based upon alleged violation, misinterpretation or a misapplication of existing district policies.

The Board of Trustees recognizes the importance of establishing reasonable and effective means for resolving difficulties which may arise among staff, to reduce potential areas of grievances and to establish and maintain recognized two-way channels of communication between employees.

The board intends to expedite the process for all concerned parties.

Employees are urged to use administrative procedures whenever they feel that a district action is unjust. Procedures should be established to secure a proper and equitable solution to a complaint at the lowest possible supervisory level and to facilitate an orderly procedure within which solutions may be pursued. If the complaint is not satisfactorily resolved, the complainant may file a grievance.

## **Grievance Procedure – Employees**

The McCall-Donnelly School District shall follow the adopted Grievance Procedure for all employees.

### **1. Definitions**

- a. A grievance is any alleged violation of the application or interpretation of established School Board Policy or Procedure (including the Master Contract between the McCall-Donnelly Education Association and the Board of Trustees) by an employee.



- b. A grievant is an employee asserting a grievance.
- c. A party in interest is an employee who might be required to take action or against whom action might be taken, legal counsel, or other person(s) requested by the grievant, in order to resolve a grievance.
- d. A day as used in this grievance procedure means employment days, except as otherwise indicated.

## **2. Purpose**

- a. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems, which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- b. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted provided the adjustment is consistent with established school board policy or procedure.

## **3. Procedure**

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall constitute the maximum and every effort will be made to expedite the process. Time limits herein designated may be extended by mutual agreement.
- b. A written grievance shall meet the following specifications:
  - i. It shall be specific, including persons, policies, etc.
  - ii. It shall contain a synopsis of the facts giving rise to the violation or misinterpretation.
  - iii. It shall contain the specific section of the policy manual or procedure which has allegedly been violated.
  - iv. It shall state the relief requested.
  - v. It shall contain the date of the alleged violation.
  - vi. It shall be signed by the grievant.

## **Level I**

1. It is usually most desirable for an employee and his appropriate administrator to resolve problems through free and informal communication.
2. Within fifteen (15) days following knowledge of the act or condition, which is the basis of the complaint, the employee may present his/her complaint to the building principal or appropriate administrator and make every effort to resolve the complaint in an informal manner. The principal or appropriate administrator will arrange for a meeting to take place within ten (10) days after receipt of the complaint. The complainant and the principal or appropriate administrator shall be present for the meeting. The supervisor shall provide the complainant a written answer to the complaint within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.
3. If the employee is not satisfied with the disposition of his/her complaint following an informal meeting with the principal or appropriate administrator, he/she may submit a grievance to the building principal or appropriate administrator in accordance with the provisions of Level II of this procedure.

## **Level II- Superintendent Level**

1. If the complainant is not satisfied with the disposition of his/her complaint at Level I, or if no decision has been rendered at Level I within five (5) days after presentation of the complaint, the complainant may submit a grievance to the Superintendent or his/her official designee. This must be done within five (5) days from the time of the Level I disposition. The superintendent shall arrange for a hearing with the grievant, to take place within ten (10) days of his/her receipt of the appeal. The parties of interest shall have the right to include in the representation such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent and/or designee will have five (5) days to provide his/her written decision, together with the reasons for the decision to the grievant.

## **Level III- Board Level**

1. If the grievant is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within five days after the presentation of the grievance, then the grievance may be referred to the Board of Trustees, within ten days of the receipt of the Level II disposition. The Board of Trustees shall arrange for a hearing with the grievant to take place within fifteen (15) days of their receipt of the appeal. The parties of interest shall have the right to include in a representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board of Trustees will have fifteen (15) days to provide their written decision, together with the reasons to the grievant.

## **Level IV**

1. If the grievant is not satisfied with the disposition of his/her grievance at Level III, the grievant may, within not more than fifteen (15) days following the deadline for a decision from the Board of Trustees, appeal the decision of the Board of Trustees to the district court. The district court may affirm the Board's decision or set aside and remand the matter to the Board of Trustees upon the following grounds, and shall not set the same aside for any other grounds:
  - a. That the findings of fact are not based on any substantial, competent evidence;
  - b. That the Board of Trustees has acted without jurisdiction or in excess of its authority;
  - c. That the findings by the Board of Trustees as a matter of law do not support the decision.
2. The determination of the Board of Trustees shall be affirmed unless the employee's substantial rights, as that term is used in section 67-5279, Idaho Code, are violated. Neither party shall be permitted to assert in Level IV proceedings any evidence which was not submitted to the other party before completion of Level III meetings.

## **Further Clarification**

1. A grievance may be withdrawn at any level without prejudice or record.
2. Copies of all written decisions of grievances shall be sent to all parties involved.
3. Disagreement with and/or disapproval of existing policy or procedures is not cause for a claim of grievance.
4. No reprisals of any kind will be taken by the Board of Trustees or the school administration against any grievant because of his participation in his grievance procedure.
5. The Board and the administration will cooperate with the grievant in its investigation of any grievance and further will furnish the grievant such information as is requested for the processing of any grievance providing it does not constitute a breach of ethics.
6. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files.

## **Article XI**

### **Negotiation Procedures**

The purpose of negotiations is to reach agreement on matters of importance to those who enter into the collective bargaining process. At the onset of negotiations each year, both parties will decide whether to engage in the approach known as Interest Based Bargaining (IBB). If both parties agree to participate in IBB, the IBB Ground Rules will replace Section (4), Item (e) of these Negotiation Procedures.

#### **2. Definitions**

- a. Within the contents of this procedural agreement the following definitions shall apply:
- b. "The Board of Trustees" shall refer to the duly elected representatives of the people of School District #421 or other duly elected successors.
- c. The "McCall-Donnelly Education Association" or "Local Education Organization" means any local district organization duly chosen and selected by the majority of the professional employees, as their representative organization for negotiations under this procedural agreement.
- d. "Professional Employee" means any State of Idaho certificated employee of this School District, except Superintendent, Supervisors and Principals.
- e. "Negotiations" means meeting and conferring in good faith by representatives of a local Board of Trustees and the authorized local representative organization of professional employees, for the purpose of reaching an agreement, upon matters and conditions subject to negotiations as specified in this negotiation agreement between said parties.

#### **3. Recognition**

- a. The Board recognizes the Association as the exclusive representative of all professional employees in the McCall-Donnelly School District #421, for purposes of negotiations pursuant to the Idaho Statute relating to negotiations with professional employees of school districts; providing, the conditions hereinafter set forth have been performed by the local organization.
- b. Nothing contained in this agreement is intended to, or shall conflict with, or abrogate or be a delegation of the powers, duties or responsibilities vested in the Legislature of the State of Idaho, The State Board of Education, The Board of Trustees of the McCall-Donnelly School District #421 or the electors of said school district. The Board of Trustees of the said school district retain unto themselves all matters of policy and complete authority to take action that may be necessary to carry out its duties and responsibilities due to situations of emergency or acts of God.

#### 4. Acknowledgement

- a. The Board and the Association recognize that providing a high quality education for the children of the McCall-Donnelly School District #421 is the paramount objective of the School District and that the best interests of public education will best be served by a spirit of cooperation between the Board of Trustees and the professional employees and the maintenance of free and open exchange of views in determining and resolving matters of mutual concern. In this regard it is recognized and understood that:
- b. The Board is elected by the qualified electors of the School District as the governing body of the School District and, as such, possesses all powers delegated to a Board of Trustees or to a School District by the Constitution and laws of the State of Idaho, together with the duties imposed thereby, and direct responsibility to the said Electors. It is not the intention hereof to negotiate or delegate these matters to another person or organization.
- c. The Superintendent is the Chief Executive Officer of the School District and as such, administers the affairs and programs of the School District as provided by law and Board policy. She/he is expected to know the problems and thinking of both the professional employees and the Board, and to counsel and advise each, and to help them achieve mutual understanding in order to attain a harmonious, effective, high standard educational system within the financial means of the District.
- d. While providing education of the highest possible quality for the pupils of the School District is a shared responsibility, it is recognized that the professional employees have a significant role as a result of direct contact with pupils; therefore, the high morale of the professional employees, which depends on the willing services of well-qualified professional employees who are satisfied with the conditions provided by the Board, is a necessity for the best education of the children.
- e. Attainment of the objectives of the educational program conducted in the McCall-Donnelly School District requires mutual understanding and cooperation between the Board and the Association. To this end, participation in Board meetings, problem-solving sessions with the Superintendent, problem-solving sessions with the Board and the Association with a free and open exchange of views is desirable within the framework of the existing communications channel.
- f. The Association shall certify to the Board prior to negotiations, that a majority of the professional employees of the said school district, have selected the said Association as their representative to negotiate matters under this agreement until such certification is received by the Board.
- g. That this procedural agreement shall be automatically renewed annually unless either party hereto shall give written notice to the other of their desire to have the same modified and such notice will be given on or before November 1 of each school year or unless local association fails to certify, it is the representative organization as provided above. If notice is received, Article IIIB will apply. All changes in the Procedural Agreement will be resolved prior to actual negotiations beginning.

## 5. Procedures

- a. Negotiations between the Board and the Association shall include salaries, benefits, and leave.
- b. There is an established chain of communication within the said school communication. Requests for meetings of the negotiating teams shall be made in writing through the Superintendent's Office. Within ten (10) days of the date of the request, a meeting shall be established. The meeting shall take place within fifteen (15) days of the receipt of the request.
  - i. If it is necessary to cancel a meeting, both teams must be given at least 24 hours' notice.
  - ii. The time and place of each meeting will be noticed according to open meetings regulations.
  - iii. Caucuses may be called at any time and shall not exceed fifteen (15) minutes in length.
  - iv. The last order of business at each meeting will be to set the date and time of the next meeting. Should the Superintendent's presence be required at the next meeting, the Association and Board negotiating teams shall set, at the earliest possible time, a date and time compatible with the Superintendent's schedule.
- c. The Board agrees to furnish the Association, upon reasonable request, such public information as is requested by the Association for developing intelligent, feasible, and constructive proposals on behalf of professional employees, students, and the school system. This information shall include complete and accurate financial reports and the tentative budget for the next school year submitted for study as soon as practicable, and information on the number and level of professional employees on the salary schedule.
- d. Each negotiating team will have not more than three members. Each team will designate a chief spokesperson. Each team may have one additional consultant. At the Board's and/or Association's request, the Superintendent will be present at times when such expertise is deemed necessary to clarify matters pertinent to negotiations. The Superintendent will serve as a resource person for the Association. The Superintendent shall be granted no less than 48 hours after receipt of such request to provide the requested resource material.
- e. **(IBB Ground Rules may replace this section.)** Items to be negotiated will be presented at the first meeting with each team explaining all items in detail. Order of items to be discussed at all future meetings will be determined by the spokesperson of each team. New items may be added at any time and negotiated, upon mutual agreement.

- f. Negotiations will be held in open session and joint ratification of all final offers of settlement shall be made in open meetings. Accurate records or minutes of the proceedings shall be kept and approved and signed by both parties, after which they shall be available for public inspection at the Superintendent's office during normal business hours. All news releases must be completed jointly by a spokesperson from each team.
- g. The minutes of all negotiation sessions will be done by the District office.
- h. All tentative agreements will be included in the minutes. There will be no ratification of tentative agreements until total agreement has been reached by both negotiation teams.
- i. The parties hereto shall continue their policy of not discriminating against any professional employee on the basis of race, creed, religion, color, national origin, sex, marital status, membership or non-membership in any professional employees' organization.

## **6. Teacher Protection**

- a. The Board hereby agrees that every professional employee of School District #421 shall freely have the right to or not to organize, join and support any organization for the purpose of engaging in negotiations. The Board and Association further agree that it will not directly or indirectly discourage, deprive or coerce any professional employee in the enjoyment of any rights conferred by the Idaho Code 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 his or her membership in any organization, participation in any activities of any organization or negotiations with the Board or his institution of any grievance, complaint or proceeding under the agreement.

## **7. Agreement**

- a. When an agreement is reached, it shall be made in writing, and submitted for approval to the Association. Once the Association approves the agreement, it will then be presented to the Board. When approved by both parties, it shall be signed by the Association President and the Board Chairman and shall be entered into the official minutes of the Board. Thereupon, the Agreement shall constitute School District policy and the Board shall take all action necessary in order to give full force effect to this agreement.
- b. Once final ratification of the total agreement has been reached, it will then become part of the Master Contract.

## **8. Disagreement**

- a. If disagreement should arise, the provisions of the State statute relating to negotiations shall be followed. (Section 33-1274 and 33-1275 of the Idaho Code)
- b. The expenses of mediation, fact finding, and arbitration shall be shared equally by the Association and the District.

## **9. Disclaimer**

- a. If any portion of this Agreement shall at any time become contrary to new laws, only that portion will be thereafter negated.



## **Article XII Interest-Based Bargaining**

### **Ground Rules for Negotiations**

- 1) At the end of each meeting, the length and date of the subsequent meeting(s) will be determined by consensus.
- 2) Issues presented will represent the legitimate goals and purposes of each party. Each party will respect the legitimacy of the other party's issues.
- 3) Negotiating Team Members will:
  - i. Arrive at the meetings on time.
  - ii. Keep the discussions focused on the addressed issue.
  - iii. Let one team member speak at a time with no interruptions.
  - iv. Pay attention to whoever is speaking.
  - v. Make constructive comments and suggestions, avoid value judgments, and try to suggest alternatives.
  - vi. Be open to new ideas and explore other team members' ideas.
  - vii. Exercise patience with the process and the people involved.
  - viii. Be responsible to keep current if unable to attend a session.
  - ix. Not revisit an issue after consensus is reached.
- 4) Each negotiation team member agrees to participate in the process. No one team member will dominate the discussions. There will be no chief spokesperson for either party, and there will be no alternates for absences.
- 5) Though the practice is discouraged, a caucus may be held if one is needed. Side-bar conversations and whisperings will be kept to a minimum.
- 6) Visitors are welcome as observers; however, they will not participate in the negotiation team discussions. Each team member will be mindful of the impacts his or her public and private statements about the negotiations will have on the efforts of the negotiating team.
- 7) As issues are resolved, proposed language for the agreement will be written by a subcommittee of the negotiating team, or a caucus of either party.
- 8) If new issues are generated as a result of developing options for original issues, they will be addressed at a time agreed to by the members, consistent with the issue topic as it relates to other issues.

- 9) The recorder will be the custodian for all minutes.
- 10) Team members will share in the responsibility of recording ideas on the working documents.
- 11) Each team member should feel free to remind other team members to follow these guidelines.
- 12) If the process breaks down, negotiating team members agree to discuss the reasons why and attempt to resolve the problem and return to the process.
- 13) The District Clerk will be the recorder. Minutes will be distributed within two working days by e-mail. The Clerk will not participate in negotiations but may answer questions when asked.
- 14) Team members will be determined at the first session by consensus.
- 15) Cell phones will be placed on vibrate.

**Article XIII**  
**Term of Agreement**

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the McCall-Donnelly Joint School District #421 and the McCall-Donnelly Education Association.

**McCall-Donnelly Education Association**

**McCall-Donnelly Joint School District #421**

\_\_\_\_\_

President

\_\_\_\_\_

Chairman of the Board

\_\_\_\_\_

Vice-President

\_\_\_\_\_

Superintendent

\_\_\_\_\_

Secretary

\_\_\_\_\_

Clerk