

# **NEGOTIATED AGREEMENT**

**BETWEEN**

**THE MIDDLETON EDUCATION ASSOCIATION**

**AND**

**THE MIDDLETON SCHOOL DISTRICT #134  
BOARD OF TRUSTEES**

**2018-19 School Year**

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*Policy and Procedure notations are for reference only.*

## I. PREAMBLE (Policy 446)

- A. The Board of Trustees of Middleton School District #134 and the Middleton Education Association recognize and declare that providing an excellent education for the students of the District is their mutual goal, and that the character of such education depends predominantly upon the morale of the staff. To promote an open, honest and transparent relationship between teachers and administrators, promoting the positive morale of all parties, an opportunity for teacher input will be provided in formulating district policies, procedures and budgets. To assist in the accomplishment of this goal, the MEA President will be provided the opportunity to submit written input in these areas, and upon the request of the Board or its designee, may be called upon to provide input on specific policies, procedures and budgets designed to improve instruction and the educational environment.
- B. This Agreement is developed and entered into by and between the Board of Trustees of Middleton School District #134 and the Middleton Education Association as the exclusive representative organization of the certificated employees of the District, except the Superintendent and Administrators.

## II. NEGOTIATION PROCEDURE (Policy 446)

- A. **Good Faith**: Both parties agree to meet at reasonable times and places and to negotiate in a good-faith effort to reach agreement. Negotiations in good faith shall include, but not be limited to, the goal of reaching agreement by the end of the current contract year. Minutes shall be kept and made available upon request (Idaho Code 33-1271).
- B. **Dispute Resolution**: In the event parties in negotiation are not able to come to agreement, if agreed to by both parties, a mediator may be appointed. The issue or issues in dispute shall be submitted to mediation in an effort to induce the representatives of the Board of Trustees and the Association to resolve the conflict (Idaho 33-1274). Costs of the mediator shall be borne equally by the parties. Other costs shall be borne by the party incurring them.
- C. **Fact Finding**: If mediation fails to bring agreement on all negotiable issues, the issues which remain in dispute may be submitted to fact-finding by request of either party. One (1) or more fact-finders shall be appointed by the parties by mutual agreement. If such agreement cannot be reached within thirty (30) days of the request for such appointment, the state superintendent of public instruction shall make such appointment. The fact-finder shall have authority to establish procedural rules, conduct investigations and hold hearings during which each party to the dispute shall be given an opportunity to present its case with supporting evidence.

Within thirty (30) days following designation of the fact-finder, he shall submit a report in writing to the respective representatives of the Board and professional employees, setting forth the findings of fact and recommendations on the issues submitted.

- D. **Teams**: The negotiation team shall consist of two members appointed by the Board and three members from the Association. Each team shall have one vote on determining proposals to be advanced beyond the negotiating team.
- E. **Negotiations Request**: A written request to begin negotiations for the next school year may be initiated by either party. Within ten (10) days of the receipt of the request, a meeting shall be established. The meeting date, time and location shall be posted (ID 67-2343).

### **III. COMPENSATION (Policy 444.4 & Procedures 444-P1/P2)**

#### **A. Compensation Schedules**

- 1. Compensation schedules for all professional employees covered herein are established and attached hereto and are made a part of this section by reference.
- 2. All professional employees are to be compensated according to their placement on the Salary Schedule.
- 3. The professional employee's salary will be divided into 12 equal payments to be distributed on or before the 25<sup>th</sup> of each month. Such payment must be made by direct deposit. The payroll direct deposit form must be received by the District Office 15 days prior to the effective date of the new direct deposit.
- 4. A professional employee who has not made a selection of payment method will automatically receive payment in the same form as any contractual payment from the prior school year.
- 5. Newly hired professional employees shall attend an orientation.

# MIDDLETON SCHOOL DISTRICT #134

## 2018-2019 Career Ladder Salary Schedule

	1	2	3	4
	BA + 0	BA + 24	MA + 0 / BA + 48	MA + 24 / Grandfathered
R-1	\$ 35,800			
R-2	\$ 36,750			
R-3	\$ 37,706			
P-1	\$ 40,750	\$ 41,838	\$ 42,955	\$ 44,102
P-2	\$ 41,838	\$ 42,955	\$ 44,102	\$ 45,280
P-3	\$ 42,955	\$ 44,102	\$ 45,280	\$ 46,489
P-4		\$ 45,280	\$ 46,489	\$ 47,730
P-5		\$ 46,489	\$ 47,730	\$ 49,004
P-6		\$ 47,730	\$ 49,004	\$ 50,312
P-7		\$ 49,004	\$ 50,312	\$ 51,655
P-8		\$ 50,312	\$ 51,655	\$ 53,034
P-9		\$ 51,655	\$ 53,034	\$ 54,450
P-10			\$ 54,450	\$ 55,904
M-1				\$ 57,397
M-2				\$ 58,929
M-3				\$ 60,502

- Salaries above are based on 187 days of service, which includes 5 paid holidays
- Initial placement of new employees will be based on the Negotiated Agreement

- All Certified staff that had a teacher contract with the Middleton School District during the 2017-2018 school year will be placed on the 2018-19 Career Ladder Salary Schedule in the following way:
  - Horizontal Movement** - Education credits earned after September 15, 2014 will be used for horizontal movement on the Career Ladder Salary Schedule. Credits earned after initial certification from an institution of higher education

accredited by the State Board of Education or a regional accrediting association shall be considered. The Business Manager will require proof of credits earned in the form of an official transcript or grade report from the college or university. Credits past the BA degree that meet certification standards for education are considered to be “semester” hours. A quarter hour equates to 2/3 of a semester hour. Official transcripts or grade reports must be received by the District Office by September 15<sup>th</sup> (4 p.m.) to be eligible for movement on the salary schedule.

- b. **Vertical Movement** – Beginning with the 2018-19 school year, instructional and pupil service staff will move down one (1) cell unless they have failed to meet the compensation rung performance criteria for the previous three (3) years. In order to meet the performance criteria, (a) the employee must have an overall rating of proficient, and no components rated as unsatisfactory on the state framework for teaching evaluation and (b) demonstrate the majority of students have met their measurable student achievement targets or student success indicator targets.
  
  - c. **Additional Stipend** – Certified staff that had a contract with the Middleton School District during the 2017-18 school year will not receive a decrease in pay. If employees are placed at a lower amount, then they will receive an additional **\$2,250** in their teacher contract. Specifically this will only include employees in P-10 (column 1) & M-3 (column 4) during the 2017-18 school year and moving to Row M-3 (column 4) & M-1 (column 1) for the 2018-19 school year. (If employees moving to M-1 receive more credits and move to column 2 or beyond then they won’t be eligible for the additional \$2,250)
2. Certified staffs that are hired by the District starting with the 2018-2019 school year will be placed on the Career Ladder Salary Schedule in the following way.
- a. Certified staff in their first, second, third, fourth or fifth year of holding a certificate will be placed directly on the Career Ladder Salary Schedule in Row R-1, R-2, R-3, P-1, or P-2. Their row placement will be the same cohort that the state uses for funding purposes.
  
  - b. Certified staff that have experience prior to the 2014-15 school year will be placed on the Placement Matrix (see below) based on years of experience, degrees, and credits earned as of September 15, 2014. The new hire will then move to the Career Ladder Salary Schedule cohort as shown on the Placement Matrix.

- i. Experience will be credited based on actual years of teaching or administrative service in an accredited public school or in an accredited private or parochial school, as of September 15, 2014.
- ii. Education credits earned after initial certification from an institution of higher education accredited by the State Board of Education or a regional accrediting association shall be considered. Credits must be in the form of an official transcript or grade report from the college or university. A quarter hour equates to 2/3 of a semester hour.
- c. After moving the new hire to the career ladder based on the placement matrix, we will then move the employee vertically based on years completed starting in the 2014-15 school year through the 2017-18 school year (as long as they meet the requirements of 1(b) above). We will also recognize horizontal movement as outlined above in section 1(a).

For example: If an employee has a BA+0 and 2 years' experience as of September 15, 2014, and also works 3 years from 2014 thru 2018 school year. This employee would use the placement matrix to go to step R-1 and then move down 3 steps to be paid at P-1 for the 2018-19 school year.

### Placement Matrix

Yrs.	BA	BA+12	BA+24	BA+36 / MA	BA+48 / MA+12	BA+60 / MA+24	MA+36, ES, DR
0	R-1	R-1	R-1	R-1	R-1	R-2	R-3
1	R-1	R-1	R-1	R-1	R-2	R-3	P-1
2	R-1	R-1	R-1	R-2	R-3	P-1	P-2
3	R-1	R-1	R-2	R-3	P-1	P-2	P-3
4	R-1	R-2	R-3	P-1	P-2	P-3	P-4
5	R-2	R-3	P-1	P-2	P-3	P-4	P-5
6	R-3	P-1	P-2	P-3	P-4	P-5	P-6
7	P-1	P-2	P-3	P-4	P-5	P-6	P-7
8	P-2	P-3	P-4	P-5	P-6	P-7	P-7
9	P-3	P-4	P-5	P-6	P-7	P-7	P-7
10	P-3	P-5	P-6	P-7	P-7	P-7	P-7
11	P-3	P-5	P-6	P-7	P-7	P-7	P-7
12	P-3	P-5	P-6	P-7	P-7	P-8	P-8
13+	P-3	P-5	P-6	P-7	P-7	P-8	P-8

3. Column 1 is for employees that hold a residency or professional endorsement. Columns 2, 3 and 4 of the Career Ladder Salary Schedule are only for employees that hold a professional endorsement.
4. As a courtesy and only for the purposes of budgeting, an employee should notify the District Office of his/her intention to move to the right on the Career Ladder Salary Schedule. It would be requested that this notice be received on or before May 1<sup>st</sup>. Professional employees must submit substantiating transcripts to the District Office by September 15<sup>th</sup> by 4 P.M. The credits allowed for this advancement must be administratively approved and not be older than ten (10) years at the time of the request for advancement.
5. Speech Language Pathologist (SLP), Occupational Therapists (OT), Physical Therapists (PT) and Psychologists positions with the District are part of this Negotiated Agreement. The salary will be based on the schedule below and initial placement will be determined by the Business Manager & Special Education Director. Vertical movement will be the same as 1(b) above:

Speech Language Pathologist			Occupational / Physical Therapists		Psychologist	
A	\$	59,941	A	\$ 49,640	R-1	\$ 49,113
B	\$	62,188	B	\$ 51,501	R-2	\$ 50,611
C	\$	64,520	C	\$ 53,433	R-3	\$ 52,155
D	\$	66,941	D	\$ 55,436	P-1	\$ 53,745
E	\$	69,451	E	\$ 57,515	P-2	\$ 55,385
F	\$	72,055	F	\$ 59,672	P-3	\$ 57,074
G	\$	74,757	G	\$ 61,910	P-4	\$ 58,815
					P-5	\$ 60,608
					P-6	\$ 62,457
					P-7	\$ 64,362
					P-8	\$ 66,325
					P-9	\$ 68,348
					P-10	\$ 70,432

7. Compensation on the Extracurricular Pay and Specials. For individuals holding extracurricular and special positions as of the end of the 2011-12 school year, such individuals continuing in such position shall continue to receive the compensation percentage based off of the individual's base pay. For new individuals who assume positions on this schedule, such position shall receive the compensation percentage based off of the Extracurricular Compensation column from above. Years of experience will be credited based on actual years of paid service in a specific sport and/or activity. .
- a. Individuals who are grandfathered into positions are grandfathered by sport. Accordingly, if an individual is employed as a High School Assistant in a sport and later advances to the High School Head position or advances from a Middle School coaching position to a High School coaching position in the same sport, the grandfather status and calculation remain in place and the individual is not compensated in that sport at the lower base level.
  - b. Individuals who take a one (1) year break from a coaching assignment and return to coaching the same sport, shall retain their grandfathered status should the individual return to coaching the sport. Such individual's return to a sport will not result in the individual's compensation being off of the base but they will continue with their grandfathered status.

Extracurricular Pay & Specials					
Annual H.S..	3.00%	Leadership Advisor H.S.	3.00%		
Annual M.S.	1.50%	MHS Student Council Advisor	3.00%		
Band H.S.	9.00%	MMS Student Council Advisor	3.00%		
Chorus H.S.	9.00%	ATLAS Student Council Advisor	3.00%		
Chorus M.S.	4.00%	District Orchestra (4-8)	9.00%		
Cheer Head H.S.	8.00%	**Carl Perkins Admin H.S.	\$ 1,427.00		
Cheer Assistant H.S.	5.00%	FFA Advisor H.S. (2 positions)	\$ 250.00		
Color Guard H.S.	5.00%	Band Extended Days H.S.	10.00		
Dance Coach H.S.	5.00%	Band Extended Days M.S.	5.00		
Drama H.S.	6.00%	**Business Ed Extended Days H.S.	10.00		
Drama M.S.	2.00%	**Business Ed Extended Days H.S.	5.00		
Academic Bowl Head M.S.	3.00%	**FCCLA Extended Days H.S.	10.00		
Concession Manager H.S.	\$ 5,000.00	**Vo-Ag Extended Days H.S.	45.00	(shall not exceed)	
Summer Weight Room (2 positions)	\$ 500.00	FX Show Choir assistant	\$ 2,000.00		

  

	H.S. Head	H.S. Asst	M.S. Head	M.S. Asst	Extracurricular Compensation	
Baseball	7.00%	5.00%	—	—	Yrs of Experience	% based on:
Basketball	10.00%	6.00%	6.00%	4.00%	0	\$ 35,732
Cross Country	7.00%	5.00%	4.00%	3.00%	1	\$ 35,732
Football	10.00%	6.00%	6.00%	4.00%	2	\$ 35,732
Golf	7.00%	5.00%	—	—	3	\$ 36,279
Softball	7.00%	5.00%	—	—	4	\$ 36,958
Track	7.00%	5.00%	5.00%	4.00%	5	\$ 38,790
Volleyball	8.00%	6.00%	6.00%	4.00%	6	\$ 40,305
Wrestling	8.00%	6.00%	6.00%	4.00%	7	\$ 41,863
Soccer	7.00%	5.00%	—	—	8	\$ 43,463
Tennis	7.00%	5.00%	5.00%	4.00%		

\*\*These additional pays are based on receiving the appropriate funding from the applicable state or federal programs.

#### B. Leadership Pay

A committee to determine leadership positions, pursuant to Idaho Code 33-1004J, shall consist of teachers representing elementary, middle and high schools, (one of which will be a MEA member), administrators, and stakeholders; and shall be approved by the Board. Administration will provide teachers written job descriptions and/or expectations of additional assignments or duties required, prior to acceptance.

#### C. Other Compensation

1. Summer School Wages: Those teachers participating in the District's summer school shall be paid by the hour for each of their hours of classroom instruction. Such compensation shall be at \$26.31 per hour of classroom instruction.

2. Curriculum, Instruction , Assessment, and other committee work (excluding leadership funded positions): These programs have limited budget, many times set by outside agencies. Personnel wishing to participate in these programs will receive compensation at a rate of \$25 per hour, up to \$125 per day.
3. New Employee Orientation: Those teachers participating in the District's new employee orientation days shall be paid at a rate of \$25 per hour, up to \$125 per day.
4. Retirement Notice: Employees who have reached the rule of 90 and worked in the District 5 consecutive years are eligible for this \$500 stipend. By February 1<sup>st</sup>, the Employee must give the District a signed letter of intent to retire at the end of the current school year. The \$500 will be paid to the employee after the Board has accepted the retirement at an official board meeting. The employee would need to reapply for open positions, and reimburse the District if they are rehired in a certificated capacity.

#### **D. Career Technical Education (CTE) and National Board Certification Funding**

If the District receives an additional allocation for CTE Instructional Staff per Idaho Code 33-1004B (1) (c) or an employee who is National Board Certified per Idaho Code 33-1004E then the District will pay the employee who qualified for the additional funding. The amount paid to the employee will be the same amount received from the state less the cost of benefits (FICA/Medicare Taxes, PERSI, & PERSI Sick Leave).

## **IV. BENEFITS**

### **A. Sick Leave (Policy 407.5)**

1. In accordance with Section 33-1216(a), Idaho Code, at the beginning of each school year, each professional employee shall be credited with one (1) day of Sick Leave allowance for each month she/he works a majority of that month.
  - Employees who are retained after the beginning of the school year shall be credited with one (1) day of sick leave allowance for each month she/he works a majority of that month.
2. Professional employees employed on a part-time basis or for part of a school year shall receive a pro-rated portion of the annual sick leave.
3. Sick leave is to be used for absences caused by illness or injury.
  - This may be utilized for personal illness or injury or illness or injury in the immediate family which includes: spouse, domestic partner, children, elderly relative, and parents/guardians by blood, adoption or marriage.
4. While it would be preferable for an employee to schedule medical appointments during non-school days, professional employees may use sick leave to accompany children,

spouses, domestic partners or elderly relatives to routine, acute, urgent or emergency medical or dental appointments or other such professional services.

5. Professional employees who are unable to perform their professional duties because of personal illness or injury and who have exhausted all sick leave available may be granted leave of absence without pay for the remainder of the school year or, if a member, may apply to the District's Sick Leave Bank.
6. Any professional employee that is out on sick leave longer than ten (10) contract days may be required by the Superintendent or designee to provide a statement from the professional employee's treating physician affirming the professional employee's ability to return to work.
7. All sick leave used by the professional employee will be charged against the professional employee's total sick leave balance.
  - After all accumulated sick leave is exhausted, sick leave without pay will be provided to the professional employee.
  - When the professional employee is a member of the Sick Leave Bank, the employee, family member or other designee may apply to the Sick Leave Bank for additional sick days.
8. Any and all medical documents pertinent to a professional employee's sick leave shall be confidential.
  - A professional employee's medical records shall at no time be subject to any public disclosure and shall not be passed on to any other school district.

**B. Sick Leave Bank and Grant Management Procedure**

**COMMITTEE**

1. The Sick Leave Bank will be managed by a Committee chosen by the MEA President, designee, and/or the Executive Committee using the guidelines herein.
2. The Sick Leave Bank Committee shall consist of the MEA President or designee and two (2) members at large chosen by the MEA President and Executive Committee annually.

**Sick Leave Bank Operation**

1. Middleton Education Association will work with the School District to provide and collect documentation of donated sick days, and will inform the Sick Leave Bank Management Committee and the School District with the amount of sick leave accrued annually by November 1st, and upon request by the Sick Leave Bank Management Committee, MEA President, or designee.
2. The Committee shall determine the number of sick leave days each participant must contribute in order to keep the Bank solvent. Consistent with the provisions herein, additional days may be contributed by members at any time the Bank seeks to add to the Bank's total or when contributed by and employee leaving the District. The number of days an individual may contribute to the Bank shall not exceed the annual allocation of Sick Leave for the employee and thus shall not include any previously earned/carried over Sick Leave accumulation.

3. Sick leave days contributed shall be deducted from the individual's sick leave entitlement.
  - a. One sick day per year for two (2) years will be deducted from the individual's sick leave entitlement to fulfill the necessary required days.
  - b. The two sick days may be donated at one time, but will not be the standard procedure.
  - c. In order to keep the Sick Leave Bank solvent, employees awarded sick leave will receive the agreed number of days, minus two (2). These two (2) days will be days without pay.
  - d. If the Sick Leave Bank falls below 60 days, all participants will be required to contribute an additional day to keep the Bank solvent.
4. The contributed days shall form a fund of days that will be available to all eligible participating professional employees upon decision of the Sick Leave Bank Management Committee for the purpose of alleviating hardship caused by absence from work necessitated by extended or recurring illness or medical condition extending beyond the employee's accumulated sick leave.
5. The maximum number of days that can be granted to any one employee in any given year will be the remaining number of days an employee is scheduled to work under their current employment contract, including extended contract. In no case will the granting cause an employee to receive more than their annual salary or more days than their period of absence from work.
6. Bank grants to individual employees will end at the termination of the employee's school year. When an employee does not use all of the days granted by the Bank, the unused days will be returned to the Bank. Bank grants to individuals will not be carried over from one school year to the next. In no case shall an employee be granted more than a total of 180 days within any five (5) year period from the Bank.
7. The Sick Leave Bank balance shall not exceed 180 days unless: (1) a new member makes an initial contribution; (2) a member leaves the District and donates their accrued sick leave to the Bank as detailed in the paragraphs contained herein; or (3) a member returns unused but granted days to the Bank. Other than the original balance and the exceptions herein noted, the Bank will not maintain a balance beyond 180 days.

#### **Application Process for Sick Leave Grant**

1. Application for use of the Sick Leave Bank shall be submitted to the MEA President and/or the Committee within fifteen (15) days of depletion of accumulated sick leave.
  - a. When/if the employee is incapacitated to such an extent that they cannot personally apply for the grant, the applicant's family member or other designee may make the application on behalf of the employee.
2. The Committee shall meet within five (5) days to review a completed application.
3. As proof of need, the Committee will require documentation to substantiate the application.
  - a. Any and all medical documents pertinent to a professional employee's sick leave shall be confidential.

- b. A professional employee's medical records shall at no time be subject to any public disclosure and shall not be passed on to any other school district.
- 4. Grants will not be made for the illness of family members.
- 5. Grants may not be used for elective surgery.
- 6. Proof of need for immediate surgery or procedure will be required before approval determination can be made.
- 7. The Committee will evaluate each application and provide a written decision within two (2) weeks of receiving an employee's request.
  - a. The written response will detail the Sick Leave Bank Committee's action and decision.
  - b. An approved application will list the number of days the Committee granted. A denied application must include an explanation for denial.
  - c. The professional employee has the right to appeal the Sick Leave Bank Committee's decision.
- 8. The Committee shall report to Middleton School District Business Manager or designee, all days granted by the Bank and all other information necessary for the employee's records as provided herein.
- 9. Disputes regarding the management and/or number of days awarded to an employee will be handled by the Sick Leave Bank Committee and are not eligible to go through the grievance procedure.
- 10. Disputes regarding the District's collection and documentation of sick days can be handled through the stated grievance policy.

**C. Personal Leave (Policy 479)**

- 1. Three (3) days of paid Personal Leave per school year shall be granted to all professional employees in the District. Personal Leave may be taken as full or half days.

Personal leave should be for the purpose of transacting or attending to personal business that requires absence during the school hours. This leave is at no expense to the employee.

Professional employees should provide no less than a 48-hour notice of the intent to use personal leave unless the notice is not possible. Submitting a request for personal leave via Skyward Financial will satisfy the professional employee's 48 hour notice requirement. When an employee submits less than 48 hours of notice, the building administrator may deny the request for leave should there be a lack of substitute teachers or pursuant to paragraph 2, below. The following options are available for unused personal leave:

- a. Can be reimbursed at the rate of \$97 per day.
- b. Up to two (2) days may transfer for use the following year.
- c. The maximum number of personal days that a certificated employee may accrue is five (5) days.

2. Professional employees employed on a part-time basis or for part of a school year receive a prorated portion of personal leave.
3. With building administrator approval, personal leave may be used immediately preceding or following vacation periods, during the first or last week of a semester, during parent/teacher conferences or the two weeks prior to and including the last day of school. Without Building Administrator pre-authorization, personal leave may not be taken during these time periods. In order to seek building administrator pre-authorization will require a five (5) day notice via Skyward Financial.
4. Professional employees are not required to notify the District of the employee's intent to roll over days or to seek compensation for unused personal days until May 1<sup>st</sup>; payment will be made in the June payroll.

**D. Maternity Leave and Adoption Leave (Policy 407.8)**

1. Upon approval by the School Board a professional employee shall be granted a leave for maternity or adoption purposes for up to one (1) full year without pay. Extension of up to one (1) additional year may be granted at the discretion of the Board.
2. All rights of contractual status, retirement, accrued sick leave, salary increments and other benefits shall be preserved and available to the employee upon his/her return from maternity and adoption leave.
3. During maternity and adoption leave, the employee may continue to participate in the District insurance programs by assuming the entire cost of the applicable premiums.
4. A professional employee may, at his/her option, use his/her available accumulated personal or sick leave for maternity leave or adoption leave within twelve weeks of birth or adoption.

**E. Extended Leaves of Absence (Policy 407.5)**

1. Professional employees who are employed on a continuing contract may request extended leaves of absence for one (1) semester or one (1) year, without pay, under any of the circumstances listed in this section.
2. All requests for extended leaves of absence shall be applied for and granted or rejected in writing. Such application shall be reviewed by the building administrator and the superintendent. Should the superintendent approve the professional employee's request for an unpaid extended leave of absence, the superintendent shall recommend the employee's request to the Board for final approval.
3. A professional employee who receives an extended leave of absence shall retain all rights to his/her continuing contract, retirement benefits, accrued sick leave, salary increments and other benefits provided by law accumulated at the time leave is granted and shall be preserved and available to the professional employee upon his/her return to active duty in the District.
4. Extended Leaves of Absence may be requested for, but not limited to the following:
  - a. To serve in county, state or national public office or military service.
  - b. To professional employees designated by the Association for purpose of

- engaging in Association activities, either local, state or national.
- c. To engage in activities or holding office in a state or national professional association related to the employee's field of employment within the District.
  - d. To care for a member of the professional employee's immediate family.
  - e. To *serve* as an exchange teacher or as an overseas teacher.
  - f. To travel for educational purposes provided such travel could enhance the professional employee's related field of service with the District.
  - g. To pursue further education in the field of education, including but not limited to obtaining additional endorsements to the professional employee's credential.
5. Extended Leave of Absence will not be granted for the employee to take a position at another Idaho public school, other than in a District exchange, as permitted above.

**F. Professional Leave of Absence (Policy 463.5)**

The Board recognizes that certain professional meetings, conventions or workshops which contribute to the professional growth of the staff and to the improvement of instruction may be mutually advantageous to the individual employee and to the District. Professional Leave will be available for any administratively approved activity which will enhance professional performance. As determined by the Superintendent, a reasonable number of such absences from regular school duties may be approved without any salary deduction provided a written request and explanation is filed and approved by the building administrator. Notification of approval or disapproval of the leave request will be given in writing to the employee.

In the event the professional employee's request is denied, the professional employee may seek other leaves as provided herein.

According to District Policy 408.5, professional employees may not accept leave compensation from the District and payment for professional services. When such a conflict occurs, the professional employee may surrender the payment to the District to receive paid professional leave or may keep the payment and receive unpaid leave.

**G. Court Leave / Jury Duty and Witness Leave (Policy 408)**

Professional employees who must appear in any legal proceeding may be absent without loss of pay for that cause. Such instances shall include a situation where an employee is testifying on behalf of the District in a court proceeding or testifying as an employee in a court proceeding such as a custody dispute.

Such leave shall not apply in a situation where the employee is a plaintiff in a suit against the District or in a personal matter unrelated to the school service. (i.e. divorce proceeding, plaintiff in a lawsuit). In such circumstances, other leave options available herein may be utilized.

The employee utilizing such leave is responsible for informing his/her building administrator of the employee's service and shall provide a copy of the subpoena for attendance to the employee's administrator, if requested, in order to qualify for full compensation for the missed period of work.

Any employee who is called for jury duty will be granted a leave of absence without loss of pay providing the employee turns over to the District Clerk the amount paid for jury or subpoena fee, excluding mileage. Employees who do not wish to turn over the check/draft of payment will have the time missed charged against them as provided in the contract language as Personal Leave. It is the responsibility of the employee to ask the appropriate person for payment as a jury or subpoena participant. This provision does not apply in a situation where the employee is the plaintiff in a suit against the District and/or testifying in their own case against the District, regardless of the issuance of a subpoena.

When a professional employee whose residence is outside Canyon County receives a summons or subpoena that compels attendance in a county other than Canyon County, the professional employee shall address the requirements of the subpoena or summons with their building administrator so that appropriate substitute arrangements can be made. If the employee is able to obtain in-building short term coverage, at no cost to the District, the employee's brief absence will not be without pay. If the employee is not able to obtain in-building short term coverage, at no cost to the District, other leave alternatives will have to be utilized for the period of absence.

**H. Bereavement Leave (Policy 407.5)**

Professional employees shall be allowed a leave of absence with full pay, of appropriate length as determined by the building administrator when such absence is due to the death of the employee's (or spouse's) family. The building administrator shall determine the duration of the employee's period of paid Bereavement Leave.

- a. A maximum of five (5) days leave with pay, per occurrence, will be allowed in the event of a death in the "Immediate Family."
- b. A maximum of two (2) days leave with pay, per occurrence, will be allowed in the event of a death in the "Not Immediate Family."

The days of leave pursuant to this section may be taken intermittently based upon individual circumstances.

"Immediate Family" shall be defined as: spouse, children, siblings, parents, grandparents and grandchildren by blood, marriage, or legal adoption and other person(s) by legal guardianship. Such definition shall include those residing in the immediate household, including domestic partners.

"Not immediate Family" shall be defined as: niece, nephew, aunt, or uncle.

When a professional employee needs more leave days than provided for herein, the employee may opt to use accrued Personal Leave or other applicable leaves available herein.

**I. Association Leave (Policy 463.5)**

1. At the beginning of every school year the Association shall be credited with eleven (11) days to be used by teachers who are members of the Association. Such use, with pay, is to be at the discretion of the Association. The Association will reimburse the District for the substitute only in the event that one is utilized. If no substitute is required, the Association will not be required to reimburse the District. These days shall include leave time that may be taken by the Association President to attend the Annual Delegate Assembly/Convention. At all times possible, the building administrator will be notified no less than five (5) working days prior to the commencement of such leaves. When this occurs, the Association's President will provide a written explanation with regard to the delayed notice, and provided that substitutes can be arranged, the professional employee will still be granted paid Association Leave. No one person, except the Association's President, shall be granted more than four (4) days Association Leave per school year, without approval from the Superintendent.
2. For the purposes of meeting with members of the Administrative Team, the Association President or designee will receive one substitute day, totaling 9, to use as seen fit during the school year. The President shall have the discretion to determine how the additional time, upon the completion of Administrative Meetings, will be used each month. The release time will be in addition to those provided by Idaho Code and Association Leave.

**J. Family Medical Leave (Policy 407)**

In addition to the provisions provided herein, providing for Sick Leave, Sick Leave Bank and Extended Leaves of Absence, a qualifying professional employee is also entitled to take unpaid Family Medical Leave when needed as provided pursuant to federal law.

Pursuant to federal law, FMLA may be taken by a qualifying employee on an intermittent basis, as medically needed.

A qualifying professional employee may elect to substitute accumulated paid Personal Leave, Sick Leave and/or Sick Leave Bank for any unpaid FMLA.

**K. State/National Office for Professional Association (Policy 444.9)**

An employee elected President of the State or National Association will be granted unpaid leave for a period of one (1) term for service to such organization. The employee thereafter may return to the District in a position to which he/she is qualified. This leave can only be granted once to any employee.

When the professional organization provides the District with full compensation and benefits for the employee's service to the organization, the employee may continue to receive full benefits and compensation from the District, provided that such arrangement is deemed lawful and is approved by the Board.

**L. Workers Compensation Leave (Policy 419)**

A professional employee is covered by the District's Worker's Compensation Policy for qualifying accidents/injuries.

For any period of time a professional employee is absent from work due to a qualifying work-related injury, the employee may utilize the applicable leave provisions available herein, including Sick Leave, Sick Leave Bank, FMLA or Extended Leave.

Should a professional employee need to be absent from work to attend related doctor appointments or other medically related appointments as a consequence of a worker's compensation claim, the employee should utilize accumulated sick and personal leave to cover such absence. Should an employee be out of accumulated leave, the absence from school shall be unpaid leave. The employee shall work with their Building Principal to address substitute coverage available to the employee.

The District will not provide any differentiation in compensation received by the employee from Workers Compensation and the employee's salary from the District.

**M. Victims of Domestic and Sexual Violence Leave (Policy 407.65)**

A professional employee who needs leave of absence associated with events of domestic violence or sexual violence shall confidentially and privately work with their building administrator to ascertain what leave the employee has available that can be utilized by the employee to address the circumstances surrounding events of domestic or sexual violence, including but not limited to the need to obtain legal assistance, public agency assistance, medical or mental health services, etc.

When a professional employee has no accumulated sick or Personal leave available to them and has a need for Domestic and Sexual Violence Leave, the professional employee may be granted up to ten (10) days of unpaid leave. Once the District has made this determination, the building administrator will notify the employee of the number of unpaid leave days the District has granted to the employee. Domestic and Sexual Violence Leave may be used intermittently by the professional employee.

The professional employee should be prepared to provide documentation substantiating the employee's need for Domestic and Sexual Violence Leave to the building administrator. Such documentation shall remain confidential and shall not be considered as part of the employee's personnel file.

The professional employee must provide the building administrator with at least 48 hours

advance notice of the employee's need to take Leave, unless providing such notice is not practicable. During the period of leave, the professional employee shall maintain regular contact with the building administrator with regard to the employee's return to work.

**N. Military Leave of Absence (Policy 409)**

The District will comply with all provisions of state and federal law associated with a professional employee who is a member of the uniformed services of the United States of America and/or who has a spouse that is a member of the uniformed services of the United States of America and will provide applicable unpaid leaves of absence in accordance with the Federal Uniformed Services Employment and Reemployment Rights Act of 1994 as well as any subsequent amendment or modifications to this act or subsequently enacted related laws.

Professional employees may utilize any accrued paid leaves that he/she has available in lieu of Military Leave of Absence.

Military Leave of Absence may be used intermittently.

**O. Tuition Reimbursement (Policy 444.60)**

Reimbursement to the District will provide certified employees who acquire credits to meet State certification / recertification requirements, in an amount not to exceed \$300 per year.

Request for reimbursement must be received by June of each year.

Credits must be earned after July 1<sup>st</sup> of the preceding year.

Reimbursement will be denied if required paperwork is not completed within the above prescribed time frames.

**P. Health Insurance (Policy 473)**

1. The District will pay at no premium cost to the professional employee, the entire premium, of Health Plan B medical coverage, EAP coverage and \$50,000 Life Insurance. The Dental Benefit will be offered and each participating certificated employee will be required to pay a monthly \$20 co-pay.

For informational purposes, the District's monthly expenditures for each eligible employee are as follows:

• Health -Plan B	\$464.55
• Dental (Employee \$20 + District \$12.45)	\$ 32.45
• Life Insurance	\$ 8.50
• Employee Assistance Plan (EAP) Plan	\$ 2.81

For certificated employees working more than 20 hours per week, the contribution shall be pro-rated.

Due to out of pocket costs for coverage, a part-time employee is not required to participate in the District's Health Insurance Program. However, if the part-time employee chooses not to participate in the District's Health Insurance Program, the employee shall not receive cash in lieu of benefits.

2. The programs available shall be:

Mandatory

Member Health

Member Dental

Term Life \$50,000

EAP

Optional

Vision

Cancer Program

Member Plus One Health

Family Health

Family Dental

Family Vision

Salary Protection (disability -long and short term)

Cash (excess of insurance premium for Plan A)

Term life

Willamette Dental (Dental Blue Connect)

Willamette Family Dental

3. Should the employee choose benefits whose premiums are less than the District's contribution (i.e. Plan A benefits), any difference shall be added to the employee's gross salary or to other selected insurance options. It is understood that this amount is subject to federal and state taxes, social security and retirement withholding. Other than in the situation of an employee on Plan A benefits, there will be no other cash out or cash option for an employee in lieu of insurance.
5. Should the professional employee select the Willamette Dental Plan (Dental Blue Connect) or Willamette Family Dental Plan, the District will only pay the employee's premium portion under the currently offered employee dental plan. The employee who selects the Willamette Dental Plan or Willamette Family Dental Plan will be responsible for the difference in premium cost and such costs will automatically be deducted on a monthly basis from the employee's salary.

## **V. GRIEVANCE PROCEDURE (Policy 445-P25)**

### **A. Definition**

1. A grievance shall mean a complaint by a professional employee that there has been a violation or misinterpretation of any of the provisions of this agreement, or of an existing District policy or procedure. The term grievance shall not apply to a matter where (1) the method of review is prescribed by law, or (2) the District is without authority to act.
2. An "aggrieved person" is a professional employee or professional employees asserting a grievance.
3. A "part in interest" is a professional employee or professional employees who might be required to take action or against whom action might be taken in order to resolve a grievance.
4. A "day" as used in this Grievance Procedure and Negotiated Agreement means any day school is in session within the regular school year as shown on the official school calendar. If the grievance extends beyond the regular school year, a "day" means any day Monday through Friday exclusive of holidays.

### **B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any professional 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 the terms of this agreement.

### **C. Procedure**

1. Failure to conform to the specified time limits (except as extended by mutual agreement) shall constitute:
  - a. On the part of the grievant, an acknowledgment that the grievance is satisfied or invalid and no further action will be taken.
  - b. On the part of the administration, an admission that the grievance has merit and the requested relief is to be granted.
2. If a grievance is filed which might not be finally resolved at Step Five under the time limits set forth herein prior to the end of the school year, the time limits set forth herein, may by mutual agreement, be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as is practicable.
3. A written grievance shall meet the following specifications:
  - a. It shall be specific.

- b. It shall contain a synopsis of the facts giving rise to the violation or misinterpretation.
- c. It shall contain the specific section of this Agreement, District policy or procedure which has allegedly been violated or misinterpreted.
- d. It shall contain the date of the alleged violation or misinterpretation.
- e. It shall be signed by the grievant.

D. **Step One**

Within forty-five (45) days following knowledge of the act or condition which is the basis for the complaint, meet with the immediate administrator with whom the grievance is concerned. He/she may have an Association representative at this meeting.

E. **Step Two**

If the grievant is not satisfied with the disposition of his/her grievance at *Step One* he/she may submit it to his/her principal or appropriate administrator in writing. The principal or appropriate administrator shall arrange for a meeting to take place within three (3) days following personal receipt of the grievance. The written grievance may be presented to and discussed with the principal or appropriate administrator by the grievant alone, or upon request, by the grievant, the principal and a representative of the Association. The appropriate administrator shall provide the grievant and the Association with a written answer to the grievance within three (3) days after the meeting. Such answer shall include the reasons upon which the decision was based.

F. **Step Three**

If the grievant is not satisfied with the disposition of his/her grievance at *Step Two* he/she may submit it to the Superintendent or his/her designee. The Superintendent or his/her designee shall arrange for a meeting to take place within three (3) days following personal receipt of the grievance. The written grievance may be presented to and discussed with the Superintendent or his/her designee by the grievant alone, or upon request, by the grievant, the Superintendent or his/her designee and a representative of the Association. The Superintendent shall provide the grievant and the Association with a written answer to the grievance within three (3) days after the meeting. Such answer shall include the reasons upon which the decision was based.

G. **Step Four**

If the grievant is not satisfied with the disposition of his/her grievance at *Step Three*, within three days the grievance may be referred to the Board Chairperson or his/her designee through the Superintendent or his/her designee. Within five (5) days the Board Chairperson shall convene a panel consisting of three (3) persons: one (1) designated by the School Board, one (1) designated by the grievant and one (1) agreed upon by the two (2) appointed members – for the purpose of reviewing the grievance. If the two (2) appointed members are unable to agree on the third person, the issue will be moved to step five.

The parties in interest shall have the right to include in the representation such witnesses and written documentation as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the panel will have (10) days to provide a written decision, together with the reasons for the decision to the grievant, the President of the Association, the Board Chairman and the Superintendent or his/her designee. The basic principles of due process shall govern the hearing.

H. **Step Five**

If either party is not satisfied with the disposition of the grievance at *Step Four*, either party may seek court action.

## **VI. ASSIGNMENT AND TRANSFER OF CERTIFICATED PERSONNEL (Policy 441)**

- A. **Assignment**: Professional employees shall be assigned within the scope of their teaching certificate, major or minor fields of study and highly qualified status. Professional employees shall be given written notice of their proposed assignments for the forthcoming year as soon as a master schedule or grade level assignment is completed. If changes in schedule or grade level assignment must be made after publication and dissemination of said schedule or grade level, the employee will be notified in writing (via email, text or regular mail) as soon as the change occurs in order for the affected employee to adequately prepare for their new assignment. Proof of this notification will include attempts to mail through a return mail receipt or a sent email record.
- B. **Transfers**: When a job posting occurs in the District for a teaching position, notice shall be sent to all certificated teachers of the opening (in an email) and the opportunity to request a transfer into the position. The request must be made in writing to the Personnel Director within five days of the date of notification. Individuals requesting a transfer will be provided with an opportunity to discuss the transfer with the Principal of the building in which the opening is available. If the transfer request is approved, the Principal will notify the District Office Personnel Director of the acceptance of the transfer. If the transfer is not approved the Principal will notify the person requesting the transfer and the position will be open to applicants outside of the District. The transfer applicant may apply for the position along with the applicants outside of the District.
- C. **Emergency Conditions**: Under emergency conditions the District Office Personnel Director, may in collaboration with the Middleton Education Association President, waive the transfer provisions.

## **VII. CERTIFICATED EMPLOYEE WORKDAY (NON-ADMINISTRATIVE) (Policy 444.7)**

- A. **Workday Length**: The length of a workday shall be 7 hours and 45 minutes for a full-time certificated employee. This shall include a minimum of 250 duty free minutes a week for preparation time (based on a five day work week), and a minimum of thirty minutes duty free lunch each contract day. Duty free is defined as no direct teacher responsibility for supervision of a student(s). Arrival time shall generally be fifteen (15) minutes before classes begin or as otherwise directed by the respective building Principal.
- B. **Workday Alterations**: The Superintendent or his designee shall be granted the authority to alter the professional workday by adjusting the start time and end time to accommodate special events / circumstances in the interest of stakeholders. Such accommodations shall not extend the 7 hour and 45 minute professional workday. In case of adverse weather conditions, the only days that will be made up are those required to reach the states minimum number of instructional hours.
- C. **Parent Teacher Conferences**: School Principals shall set Parent-Teacher Conferences that could extend the certificated employee's professional workday beyond 7 hours and 45 minutes. Required time worked beyond the professional workday will be credited to the certificated employee on an hourly basis to be compensated in blocks equal to one half or one full professional workday.
- D. **Professional Work Year / Calendar**: A committee shall be formed consisting of the following stakeholder:
1. At least two representatives from each of the 6 schools, one of which is a MEA representative.
  2. At least one administrator, supervisor or director appointed by superintendent.
  3. At least one parent from each of the following grade levels: elementary, middle, and high school.
- E. **Class Size**: The Board and Administration, in recognition of the benefits to be gained from reasonable class size, shall make every reasonable effort to distribute the existing student load equitably among the qualified available certificated professional teaching employees within each building, and keep class size as small as possible.

It is agreed that within each building, concerted efforts shall be made to maintain equitable class sizes and subgroup distribution with the teacher's schedule and within each department.

## VIII. CONFORMITY TO LAW

Should any part of the agreement be in conflict with either existing Idaho Code or any law enacted after the ratification of this agreement, said portion or portions of the agreement shall be deemed invalid. Such other portions of the agreement do not conflict with such laws shall be valid and binding upon the parties for the life of the agreement.

## IX. RATIFICATION

This Agreement having been ratified by both the Board and the Association is recognized as an official procedure of the District effective upon the date set forth herein.

## X. DURATION

A. **Duration:** The provisions of this agreement shall be effective from July 1, 2018 through June 30, 2019.

B. **Reopener:** The Association or the Board may give written notice to the other party of its desire to reopen negotiations for a specific provision or provisions of this agreement. Negotiations shall be commenced within fifteen (15) days of the receipt of the written notice to reopen negotiations.

C. **Agreement:** This agreement is signed this 5 day of May, 2018.

IN WITNESS THEREOF:

For the Board

Chairperson

Date

For the Association

Co-President

Co-President

Vice

Date

Date