

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE MINIDOKA COUNTY EDUCATION ASSOCIATION  
AND  
THE BOARD OF TRUSTEES  
OF  
THE MINIDOKA COUNTY SCHOOL DISTRICT #331

JULY 1, 2020- JUNE 30, 2021

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## **ARTICLE I - PROCEDURAL AGREEMENT**

This agreement is made and entered into by and between the Minidoka County Joint School District No. 331 Board of Trustees, hereinafter called the “Board” and the Minidoka County Education Association, hereinafter called the “Association”.

### **Preamble**

The Board of Trustees of the Minidoka County School District Number 331 and the Minidoka County Education Association agree that the educational welfare of the children of the District is paramount in the operation of the schools.

The Board of Trustees and the Minidoka County Education Association recognize their responsibilities toward each other and to the community to negotiate in good faith to reach agreements which are mutually satisfactory. In order to promote maximum utilization of the ability, experience, and judgment of all parties sharing responsibility for the quality of instruction in the Minidoka County School District, the parties do hereby agree as follows:

### **I.A. Definitions**

The terms that are not already defined in IC §33-1272 are defined here and shall be used in this agreement.

1. Personnel leave shall mean any absence of a professional employee from his/her teaching responsibilities as classified under the following categories: sick leave, personal leave, emergency leave, leave of absence, bereavement leave, no fault leave, or professional leave.
2. Administrative Personnel shall be defined as an employee having the responsibility for supervision and evaluation of staff for more than 50% of their contract time.

### **I.B. Recognition**

The Board recognizes the Association as the exclusive representative of all Professional Employees as defined in Article I for the purpose of negotiations pursuant to the Idaho Statute, so long as it is duly chosen and selected by fifty percent (50%) plus one of the professional employees of the District (IC §33-1271(3)).

### **I.C. Procedures**

The process described in this agreement is dependent upon mutual understanding and cooperation. It, therefore, requires a free and open exchange of views between the negotiation teams. Both parties agree to meet at reasonable times and to negotiate in good faith to reach agreement on matters of mutual concern as listed in Sub Section D.3.

#### **I.C.1**

1. Members of the Board or their designated representatives and representatives named by the Association shall meet for the purpose of negotiating and seeking agreement. At the beginning of each subsequent meeting the minutes shall be read/reviewed, amended as needed, and signed by the designated chairperson for the Board and the Association.

2. Each team shall consist of five (5) members, excluding the recorder. Consultants will be selected as needed.
3. Each team shall present at the time of request for negotiations or before the first negotiations session, credentials signed by the Chairperson of the Board and President of the Association, respectively, naming the negotiating team and any authorized alternates.

**I.C.2**

Negotiating members of each team shall remain the same. However, designated alternates may be substituted for team members.

**I.C.3**

The Board and the Association agree to negotiate salaries and benefits as defined in IC §33-1275(3).

**I.C.4**

The negotiation teams may appoint committees for research, study, and development, of reports. Recommendations and reports of these committees are advisory only to the Negotiations Committee.

**I.C.5**

1. Each party agrees to furnish, upon reasonable request, such information as is requested for developing intelligent, feasible, and constructive proposals in behalf of teachers, students, and the school system, for the purpose of negotiations.
2. The Board agrees to furnish complete and accurate financial reports and the tentative budget for the next school year as provided for public inspection.
3. A confidential joint survey will be developed by representatives from both the District and MCEA. The survey will have the appearance of coming from MCEA, who will also administer the survey. All numerical data from the survey will be shared with the District along with the comments (any offensive comments or identifying information will be redacted by MCEA before sharing).

**I.C.6**

1. Written request for negotiations must be submitted by the Association to the Board and may be submitted by the Board to the Association through their designated representatives.
2. Any written request shall be submitted not later than March 1st of each year during the term of this agreement unless a later date is mutually agreed upon. A written acknowledgement will be made within ten (10) days of the receipt of the request for negotiation or the day following the next regularly scheduled board meeting, whichever is greater. Meetings will be arranged by mutual consent as soon as possible upon receipt of written acknowledgment.
3. The designated chairperson for the Board shall act as chairperson over the negotiation proceedings of the initial meeting. In the absence of an Interest Based Bargaining Facilitator, the role of chairperson shall alternate from

Association to Board at each subsequent meeting.

4. Dates and time limits for negotiation meetings shall be mutually agreed upon by the Board and Association. Once set, both parties agree to meet at the designated times even if either party does not have a full quorum of representatives.
5. The negotiations team will work diligently to conclude by May 31st of each year, but understand that it may be necessary to extend this time frame. Contracts shall be issued at the earliest possible date. Changes or revisions to contracts resulting from negotiations will be reflected in updated contracts.

#### **I.C.7**

It is the responsibility of the Board and the Association to provide their negotiation representatives with the necessary power and authority to make and consider proposals, counter proposals, and conclude tentative agreements. All agreements shall be considered tentative until ratified by the Association and then the School Board.

#### **I.C.8**

Either party may utilize the services of consultants during negotiation sessions as provided by law.

#### **I.C.9**

All negotiation sessions be held in open session as outlined in IC §33-1273A.

#### **I.C.10**

The School Board and the Minidoka County Education Association have chosen to use collaborative negotiations, or Interest Based Bargaining and will continue to evaluate the effectiveness of this process.

### **I.D. Agreement**

When substantive agreement is reached, it shall then be made in writing and submitted for ratification by the Association and the School Board. When approved by both parties it shall be signed by their respective officials and shall be entered into the official minutes of both the Association and the School Board.

### **I.E. Statute**

The Association recognizes that, pursuant to the Idaho Statute regarding negotiations with professional employees of school districts, nothing contained herein is intended to or shall conflict with or abrogate the powers or duties and responsibilities vested in the Board of Trustees and the State Board of Education by the laws of the State of Idaho. (See IC §33-1276)

### **I.F. Acts of God**

The Association further recognizes that the Board is entitled without negotiation or reference to any negotiated agreement, to take action that may be necessary to carry out its responsibility due to situations of emergency or "acts of God" (See IC §33-1276).



**I.G. Amendment**

Either party desiring changes in this agreement shall notify the other party in writing. Proposed amendments shall become agenda items for negotiation and are final when ratified by the Board and the Association. By mutual consent the effective date of any amendment may be set prior to the completion of the current agreement year.

**I.H. Reviewing the Administration of the Agreement**

1. Representatives of the Board and the Association's negotiation committee may meet, if necessary, for the purpose of reviewing the administration of the agreement, and to resolve any problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party will submit to the other, on or before Friday prior to the meeting an agenda covering the items they wish to discuss.
3. A time for the meeting will be mutually arranged between the parties concerned.
4. In the event that agreement is not reached on the issues that have been referred, the items would be referred to the grievance procedure.

**I.I. Savings Clause**

All items in this agreement are presumed to be legal and valid. In the event that any provision of this agreement is or shall at any time be held contrary to law by a court of competent jurisdiction, all other provisions of this agreement shall continue in effect. This agreement shall not be modified in whole or in part except by an amendment in writing duly agreed to and executed by both parties.

## **ARTICLE II - GRIEVANCE PROCEDURE**

Only violations of a District policy or this Master Agreement are grounds for filing a grievance.

The purpose of this procedure is to secure at the lowest possible level an equitable solution to grievances of school personnel who come under this Agreement.

It is the Board's desire that procedures for settling certificated staff grievances be an orderly process within which solutions may be pursued. Further, that the procedures provide prompt and equitable resolution at the lowest possible administrative level. Additionally, it is the Board's desire that each certificated employee be assured an opportunity for orderly presentation and review of grievances without fear of reprisal.

### **II.A. Grievance Definition**

A grievance pursuant to this policy shall be a written allegation of a violation of Board approved District policies or a written allegation of a violation of this Agreement between the District and the teachers' association.

### **II.B. Grievance Procedure**

The District will first review this Agreement for any applicable grievance procedures. If such a provision exists, such procedures shall govern the resolution of certificated staff grievances.

### **II.C. Pre-Grievance Level**

A staff member with a grievance is encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter promptly and informally. The staff member may have MCEA representation at this meeting and/or a neutral third party (mutually agreed upon by the employee and the immediate supervisor) may be invited to be part of this informal discussion. The neutral party may make a recommendation to the employee as to whether or not they should file a grievance.

An exception is that complaints of sexual harassment or violation of any other protected status should be discussed with the first line administrator that is not involved in the alleged harassment. This attempt at informal resolution is not a required component of the grievance policy but is suggested in an effort to attempt to resolve disputes informally.

### **II.D. Level 1 Grievance**

If the grievance is not resolved informally, and the grievant wishes to continue to address the grievance, the grievant shall file the written grievance with their immediate building Principal. The written grievance shall state:

1. The District policy or provision of the Master Agreement the employee believes was violated
2. The alleged date of violation
3. The actor involved in the alleged violation
4. The remedy requested by the employee



The written grievance must be filed with the immediate building Principal within fifteen (15) working days of the date of the initial event allegedly giving rise to the grievance.

The immediate building Principal or designee of the building Principal shall meet with the grievant and shall, at the discretion of the Principal or designee, conduct whatever additional meetings or investigative activities the Principal or designee believes are necessary to address the grievance.

Subsequent to these activities and within a period of ten (10) working days, the Principal shall provide the grievant with a written response to the grievance of the certificated employee.

#### **II.E. Level 2 Grievance**

If the grievant is not satisfied with the decision of the Principal or designee, the individual shall have a period of ten (10) working days to advance the grievance to the Superintendent by submitting a written objection to the decision with the Superintendent.

If the Principal or designee does not provide a written response to the grievance at the conclusion of ten (10) working days and no extension of this time period has been agreed to between the grievant and Principal or designee, the grievance shall be advanced to the Superintendent without written response of the Principal or designee.

Upon receipt by the Superintendent, the Superintendent or a designee, shall schedule a meeting between the parties and the Principal. The parties shall be afforded the opportunity to either dispute or concur with the Principal's report. The Superintendent or designee shall, within a period of fifteen (15) working days, decide the matter notifying all the parties in writing of the decision. The decision of the Superintendent or designee shall be controlling, regardless of whether it is in agreement or in disagreement with the decision of the Principal.

#### **II.F. Level 3 Grievance**

If the certified employee is not satisfied with the response of the Superintendent or designee, or if there is no response by the Superintendent or designee within the time frame provided in the Level 2 Grievance paragraph, the certified employee may request a review of the grievance by a hearing panel within ten (10) working days from receipt of the response provided in the Level 2 Grievance paragraph if the certified employee received a written response, or ten (10) working days from the date the Superintendent or designee last had to respond if the certified employee received no written response. Within ten (10) working days of receipt of an appeal, a panel consisting of three (3) persons; one (1) designated by the Superintendent, one (1) designated by the certified employee, and one (1) agreed upon by the two (2) appointed members for the purpose of reviewing the appeal shall be selected and review the appeal. Within ten (10) working days following completion of the review, the panel shall submit its decision in writing to the certified employee, the Superintendent, and the Board of Trustees.

#### **II.G. Level 4 Grievance**

The Board is the policy-making body of the District and recommendations by the panel to that level must be based solely on whether or not policy and/or this agreement has

been followed. Upon receipt of a written appeal of the decision of the panel, and assuming the individual alleges a failure to follow Board policy and/or this agreement, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final.

All grievance related documents, communications and records dealing with the process of a grievance shall be filed separately from personnel files. Grievance documents shall not be forwarded to prospective employers.

The timelines of the grievance procedure established in this section may be waived or modified by mutual agreement.

## **ARTICLE III – TRANSFERS**

The Board of Trustees of Minidoka County Joint School District No. 331 acknowledges the need to assign and transfer personnel in order to accommodate specific needs within the school District.

### **III.A. Provisions**

The following provisions are applicable to this agreement as outlined in District Policy 588.00 Assignments and Transfers:

1. “The transfer of personnel shall be the responsibility of the Superintendent.
2. The Superintendent may use building Principals, supervisors, and other consultants as needed.”

### **III.B. Assignment Change within a Building - Voluntary Transfer**

When a vacancy or an opportunity for change of assignment occurs, the Principal will:

1. Consider all staff members interested in the assignment.
2. Consider staff input.
3. Communicate the intent of change with the prospective assignee before a change in assignment.

### **III.C. Vacancy in District (Voluntary Transfer)**

When a vacancy occurs within the District, the Superintendent or designee will post the vacancy to the District website as well as provide for a copy to be placed in each building

The Principal of the building where the vacancy occurs will:

1. Interview all qualified interested applicants.
2. Consider employees within his/her building before hiring an applicant outside of the building.
3. Utilize an interview committee during the hiring season if feasible.
4. Make a recommendation to the Superintendent for filling the vacancy in his/her building.

### **III.D. Assignment Change within a Building (Involuntary Transfer)**

When an involuntary transfer is necessitated, the Principal will:

1. Act in good faith for what is best for the students and personnel in his/her building.
2. Examine all viable volunteer solutions before making an assignment.
3. Consider seniority in making a final recommendation.
4. Consider assignee and other staff input.
5. Not share confidential information.

When an involuntary transfer is necessitated, the assignee may

1. Have representation in any communication with the building Principal and/or the Superintendent.
2. Appeal to the Superintendent if she/he finds grounds for appeal.
3. Appeal to the Board if she/he finds grounds for appeal.

### **III.E. Vacancy in District (Involuntary Transfer)**

When an involuntary transfer within the District is necessitated the Superintendent will post the vacancy to the District website as well as provide for a copy to be placed in each building.

The Principal of the building where the vacancy occurs will:

1. Seek volunteers before making an assignment
2. Consider seniority in making a final recommendation
3. Consider assignee and other staff input
4. Not share confidential information
5. Make a recommendation to the Superintendent for filling the vacancy in his/ her building. When an involuntary transfer is necessitated, the assignee may
6. Have representation in any communication with the building Principal and/or the Superintendent
7. Appeal to the Superintendent if she/he finds grounds for appeal, including the number of previous reassignments
8. Appeal to the Board if she/he finds grounds for appeal.

## **ARTICLE IV - WORK DAY**

### **IV.A. Definition**

As outlined in Policy 580.00 Teacher Responsibility

1. "Teachers are expected to be on duty eight hours, which includes a thirty-minute lunch. Building Principals will determine the beginning and completion times according to the needs of the individual schools. There may be additional duties and meetings outside the regular duty day as outlined in District Policy 580.50 Teacher's Provisions of Employment (see below). Teachers are expected to be in their own classroom area, unless school business requires their presence elsewhere.
2. Teachers will not leave the school building or grounds during school hours, unless prior arrangements are made with an administrator.
3. Teachers are expected to notify the building principal in advance of any absence or tardiness, including during their assigned prep time. Failure to do so repeatedly may result in a letter of reprimand or other disciplinary actions."

As outlined in Policy 580.50 Teacher's Provisions of Employment:

6. "All teachers are expected to perform assigned extra duties including such activities as before school supervision, noon recess, after school duty, bus loading, etc.
7. All teachers are required to attend all faculty meetings called by the District Superintendent and/or Building Principal."

Any exceptions to policy should be preapproved by the building administrator.

### **IV.B. Duty-Free Lunch**

Full-time teachers will receive a thirty (30) minute uninterrupted duty-free lunch. Teachers may volunteer for duties such as assisting children with assignments or homework, kitchen help, detention, hall monitoring, etc. If teachers volunteer for such duties, flex time may be taken as mutually agreed upon in advance by the teacher and the supervisor or Principal. This time does not include student delivery or student monitoring requirements. Teachers may be required to give up part of their lunchtime in the event of unforeseen circumstances. Teachers will notify their building supervisor or Principal prior to leaving the premises during their lunchtime.

### **IV.C. Teacher Preparation Day**

Teacher preparation days are a component of the work calendar that enables a teacher to finish up work and prepare for instruction. These days are defined as those set aside in the school calendar for teacher directed activities with the exception of very brief (less than 40 minutes) meetings that may be necessary for conducting school related business and may not be used for extended staff meetings.

### **IV.D. Prep Time (District Policy 584.00 Instructional Preparation Time)**

"In order to ensure adequate time to prepare for instruction, elementary teachers will receive 60 minutes of prep time per day on a regularly scheduled day, and secondary teachers will receive the equivalent of one regularly scheduled class period per day up to 75 minutes. Building administrators may schedule activities and meetings during two of these prep times per week and up to two additional prep times per month. Any additional administrative use of prep time will be



for extenuating circumstances only.

Instructional preparation time is official work time and subject to supervision and not to be used for personal or free time purposes. Such instructional preparation shall be during the regular school day and shall further be exclusive of recesses and lunch periods with the exception of reasonable duties as outlined in the duty schedule.”

#### **IV.E. Emergency Closure (854.00 Emergency Closure)**

In the event of an emergency closure day, previously scheduled sick and unpaid leave will be cancelled. On an emergency closure day, certified employees shall attend work where possible. In the event the certified employee does not deem travel to be safe, or other circumstances preclude him/her from coming in, he/she may work from home. Personal leave may be reinstated for extenuating circumstances as approved by the Superintendent.

#### **IV.F. Professional Development Day**

Teacher professional development days are scheduled in the work calendar to provide opportunities for administrators to address the professional development needs of their staff. These days may be used for teachers to attend District and building scheduled workshops and activities. Other activities that could be scheduled are: collaboration meetings to discuss student data, school visitations, and longer staff meetings (occasionally),



## **ARTICLE V - LEAVES**

### **V.A. Personal Leave (District Policy 544.00 Personal Leave)**

Eligible employees will be granted four (4) days of personal leave, as defined by their regular work day, at no cost to the employee. This leave may be requested for any reason deemed necessary by the employee. Unless unforeseen circumstances prevent it, a written request must be filed with the building Principal a minimum of (3) three days prior to the date requested. All requests will be approved based on the impact that the absence may have upon the employee's workplace. If a request is denied, an explanation for denial will be presented to the employee. A denied request may be appealed to the Superintendent.

An employee may carry over two (2) personal days from one school year to the next creating a maximum of six (6) allowable personal days in one school year. After each full year of employment, compensation for one day of personal leave not used by the employee will be paid by the District to the employee at 50% of the employee's daily rate or the substitute daily rate of pay, whichever is less.

### **V.B. Sick Leave (District Policy 544.10 Sick Leave)**

At the beginning of each school year, each employee shall be credited with one (1) sick leave day as projected for the employment year for each month of service in which they work a majority portion of that month (see IC §33-1216 and District Policy 544.10 Sick Leave).

There shall be no limit on the number of days of sick leave which an employee may accumulate (see IC §33-1217). All accumulated sick leave permitted as reportable under Idaho Code 33-1228, shall be reported to the Public Employees Retirement System of Idaho (PERSI) for employees retiring after July, 1988.

Sick leave may be taken to assist in the recovery of the husband, wife, significant other, or the mother, father, son, daughter, brother, sister, grandfather, grandmother or grandchildren of either the employee or his/her spouse or significant other.

### **V.C. Sick Leave Bank (District Policy 544.15 Certificated Sick Leave Bank)**

1. All employees may participate in the sick leave bank. To participate, each employee shall, prior to October 1, of each year, contribute at least one (1) sick leave day until the total of contributed days exceed 500 days, any part time employee shall contribute one (1) day multiplied by the % of FTE for which he/she is contracted. For example, an employee who is employed at 50% FTE would contribute one (1) day x .50 days of sick leave. When the number of days deposited in the sick leave bank falls below 180 days, every member of the sick leave bank shall be assessed one (1) sick leave day to be contributed to the bank. At the time of that assessment, if a member has exhausted all of his/her personal leave, he/she may elect to delay payment until the start of the next school year or to immediately withdraw from membership in the sick leave bank. Sick leave days thus contributed shall be deducted from the individual's accumulated sick leave. The contributed sick leave days shall form a bank of sick leave days which will be available to all eligible employees for absences from work, necessitated by prolonged or recurring illness extending beyond the employee's accumulated sick leave. The bank may accept voluntary donations of one additional day per employee above the regular

contributions from members until the bank reaches a total maximum of 500 days. Eligible employees' election not to join during the initial enrollment period or within 15 days after signing a contract must wait until the open enrollment period in September of the following year.

2. Application for use of bank shall be submitted to the District office. The District shall review the request and determine the eligibility of the employee. The District shall require proof of illness and inability to work at the time of application and from time to time after a grant has been made.
3. The District shall have the authority to establish such guidelines and procedures as deemed necessary to implement this program. The guidelines shall not be established until a committee of teachers, selected by the association, has provided their recommendation to the District. After complete review of the application, the District shall have the authority to make a final decision, within the guidelines, as to the disposition of the case. Notification of the decision will be given to the employee within two (2) weeks after the request is made.
4. In order for an employee to be eligible for sick leave benefits from the sick leave bank, the employee must, before making application, (1) be a contributor to the bank, (2) have been absent from work due to personal illness or accident and (3) have used all accumulated sick leave and personal leave days and (4) have taken at least two days of leave without pay prior to drawing on the sick leave bank. Application must be on the form provided by the District within fifteen (15) days of depletion of sick leave.
5. The maximum number of days which may be granted in any school year will be the remaining number of days a bargaining unit member is scheduled to work, not to exceed (60) days. An employee shall not receive more than his/her contracted salary for that year. Within any five (5) year period, the total number of days granted to one (1) person will not exceed 180 days. Grants will not be made to care for family members. Grants may not be used for elective surgery.
6. Sick Leave Bank grants will terminate at the end of the school year. If an employee does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank. The days remain the property of the bank and cannot be transferred if a teacher leaves the District or chooses to drop membership in the bank.
7. If the employee is incapacitated to such an extent that he/she cannot personally apply for a grant, the employee's immediate supervisor may apply for the employee.
8. Certificated employees are permitted to donate to a specific employee in need by filling out a Designation Form, designating the number of days the employee would like to donate to that employee. Donated days will be kept in a pool for a period of up to one year. If more days are donated than needed, the unused days will be rolled into the appropriate sick leave bank.

The Board of Trustees of Minidoka County Joint School District No. 331 allows an employee to apply for a leave of absence under the following terms and conditions:

- A. Extended unpaid leaves of absence of more than five (5) days per year may be granted by the School Board under the following conditions:
  1. Leave of absence may be granted for:
    - a. The purpose of continuous advanced study
    - b. Prolonged personal illness
    - c. Required military service or emergencies arising in time of military emergency
    - d. Other such special reasons as may be approved by the Board of Trustees
  2. A minimum of three years in School District No. 331 for a period of 36 weeks in the school year, and a work schedule with a minimum of 20 hours per week is required of all employees prior to making a request for an extended leave of absence.
  3. A year's leave of absence does not count as a year of experience on the salary schedule or on professional advancement requirements.
  4. Longevity or sick leave credits established at the time of departure on an approved leave of absence shall be restored for the employee after returning to the District. The employee does not accrue sick leave days during a leave of absence.
  5. To assure timely consideration, all personnel must request placement in a suitable position by April 1st if he/she wishes to return for the fall term.
  6. Upon return of such leave, an employee may be assigned to the same, equal, or mutually acceptable position, if a position is available for which he/she can certify. Said employee has no assurance of placement in the same position formerly held.
  7. An option is available for the employee to continue his/her fringe benefits by paying the premiums during the leave of absence as long as there is a commitment to return to the District and as long as the providers allow such coverage.
- B. Short-term (5 days or less) unpaid leaves of absence may be granted by the Superintendent following approval by the employee's immediate supervisor. Employees should submit requests to the Superintendent for approval prior to the leave. The Superintendent shall report all unpaid leave to the Board. If the Superintendent or the employee's immediate supervisor denies an unpaid leave request, the employee may appeal this decision to the Board.

**V.E. Family Medical Leave Act (District Policy 544.20 FML Act of 1993)**

It is the policy of the Board of Trustees of Minidoka County Joint School District No. 331 to implement regulations providing appropriate family and medical leave for all eligible employees in accordance with the laws mentioned within that act.

Please refer to the attached Family and Medical Leave Act Guidelines which become policy by inclusion.

**1. Your Rights Under the Family and Medical Leave Act of 1993**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

**2. Reasons for Taking Leave**

Unpaid leave must be granted for any of the following reasons: to care for the employee's child after birth, or placement for adoption or foster care; to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

**3. Advance Notice and Medical Certification**

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met. The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable." An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

**4. Job Benefits and Protection**

For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan." Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

**5. Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under FMLA; discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

**6. Enforcement**

The U.S. Department of Labor is authorized to investigate and resolve complaints of violations. An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State Law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.



**7. For Additional Information**

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

**V.F. Professional Leave (District Policy 544.40 Professional Leave)**

The Board of Trustees of Minidoka County Joint School District No. 331 recognizes the importance of quality professional development for all school personnel. Employees are permitted to apply for professional leave which is directly related to their current position of employment, the mission and vision of the District, or which is associated with an individual development/improvement plan. Leave for professional development purposes can be through employee request or may be supervisor assigned.

Professional Development is the responsibility of building administrators. Building administrators should have regular ongoing communications with their staff regarding professional development opportunities.

The District Admin Team determines district level professional development on an annual basis. Once the District level professional development needs are met, the balance of professional development funds are allocated to buildings. Building administrators then develop their building level professional development plans.

Teachers who are interested in specific professional development opportunities or in attending state level conferences should get their personal requests to their building administrators as soon as possible.

**V.F. Provisions**

The following provisions are delineated:

1. Employees shall direct all requests for professional development leave in writing or by electronic format to the Principal or director of their school or department.
2. The request must be approved by the Principal or director prior to the leave being taken.
3. Employees will be notified in writing, verbally, or by electronic format as to the approval status of their leave requests.
4. All professional leave that requires travel of over 300 miles shall require Board of Trustee's prior approval.
5. The allowable number of days for professional development leave will be determined at the discretion of the Principal or director. The guideline has historically been a maximum of 5 days. All efforts must be made to ensure a reasonable balance between professional leave time and staff absences.
6. Upon approval, all required travel forms are to be filled out completely (with all required information) and submitted in a timely fashion to the proper personnel.

### **V.G. No Fault Leave**

No Fault Leave is when a teacher is subpoenaed to attend court for a non-school related action. If a teacher chooses to use no fault leave, he/she will immediately alert their supervisor or Principal of the time and day that he/she must attend court proceedings. The teacher will then forward the request to the Superintendent. In addition, the supervisor or Principal will forward the request to the Superintendent for approval. Upon receipt of appropriate verification, the Superintendent will grant one (1) day of leave with pay with the understanding that the teacher will make up the hours or day, during non-school hours. This does not include Jury Duty, which is outlined in District Policy 544.90 Jury Duty.

If, because of circumstances beyond the control of the employee, more than the allowable days will be required, a written request should be made to the Superintendent with details indicating the need for additional days.

### **V.H. Bereavement Leave (District Policy 544.30 Bereavement Leave)**

Employees within the Minidoka County Joint School District No. 331 shall be granted bereavement leave with full pay not to exceed five (5) regularly scheduled school days for Level One relationships per event and three (3) regularly scheduled school days for Level Two relationships per event.

#### **V.H. Provisions**

The following provisions are to help in the administering of this bereavement leave.

1. The employee may be asked to submit proof of relationship and of death to his/her immediate supervisor.
2. Level one relationships are defined as husband, wife, significant other, mother, father, son, daughter, brother, sister, grandfather, grandmother and grandchildren of either the employee or his/her spouse or significant other. It may also include a member of the household who is not a family member.
3. Level two relationships are defined as uncles, aunts, first cousins, nieces, and nephews of either the employee or his/her spouse or significant other.
4. Time to attend funeral services of co-workers or students within the school District will be provided, as can be arranged and with the approval of their immediate supervisor.
5. The leave provided for in paragraph one (1) above shall not be charged against the employee's sick leave. If, because of circumstances beyond the control of the employee, more than the allowable days will be required, a written request should be made to the Superintendent with details indicating the need for additional days.
6. The employee should notify his/her supervisor immediately if special circumstances prevent him/her from returning to work after the allowable number of days.



## **ARTICLE VI - COMMITTEES**

The District will ensure MCEA representation on District Committees when appropriate, including those committees organized to assist in passing bond elections.

## **ARTICLE VII - ASSOCIATION PRIVILEGES**

- VII.A.** The Association and its representatives shall have the right and accept responsibility to use school buildings, facilities, and equipment at reasonable hours for meetings. All meetings must be scheduled and held under the existing District Policy 480.00 Use of School Facilities. While engaged in professional Association activities, there will be no rental fee assessment.
- VII.B.** The Association and its representatives shall have the right to reasonable use of District communication technology such as: local fax, e-mail, intra-District mail, phones, etc., for Association business. Any long distance charges shall be reimbursed to the District. District copy machines may be used to make black and white copies on Association-provided paper. All of the District's acceptable use policies shall be adhered to.
- VII.C.** Representatives of the Association shall be permitted to transact Association business on school property at reasonable times, provided that this shall not disrupt normal school operations, nor interrupt student contact time for the teachers involved. Association business shall generally not be conducted in the presence of students. Visitors on Association business must follow proper procedures for entering into any building during school hours by checking in at the school office and notifying the building Principal whenever possible.
- VII.D.** The Association shall have the right to post notices of professional activities and matters of Association concern in each school faculty room. The Association shall be responsible for the content of all Association information posted.
- VII.E.** The Association shall be given sufficient time, not to exceed thirty (30) minutes, at the annual orientation meeting for new certified professional employees for the purpose of presenting an explanation of Association activities. Additionally, upon a request in advance, the Association will be granted time at faculty/staff meetings to present information to teachers.
- VII.F.** The Association shall be granted 48 hours of paid non-cumulative release time per school year. Use of these release days shall be at the discretion of the Association Representative Council. An annual report of the days used will be submitted to the Superintendent.

This will be exclusive of the days provided for state meetings under Idaho Code 33-513.1, which applies only to certified employees.

- VII.G.** Meetings concerning grievance or other staff issues, where representation is necessary, will be conducted before or after school or as agreed upon by all parties

involved. A substitute/classroom coverage will be provided to the representative and/or the teacher by the District in the event that a grievance or staff meeting must take place during school hours. Every effort will be made to arrange all meetings after 4:00 p.m. All parties will be notified at least 24 hours in advance, except in extreme circumstances.

**VII.H.** The Association will be notified in advance should it be necessary for the Board to implement a Reduction in Force. The Superintendent will be available to discuss with the President(s) of the Association the effect of the implementation of that reduction in force upon working conditions within the District.

**VII.I.** In order to aid the Association in negotiating economic benefits and to further a mutual understanding of finances of the District, the MCEA appointee(s) may meet with the administration of the District at the District Service Center for the purpose of studying revenue and expenditures of the District.

## **ARTICLE VIII - BENEFITS**

### **VIII.A. Provisions**

Both parties agree to accept the Option 2 recommendation of the insurance committee for medical, with dental, vision, and life insurance benefits remaining the same, subject to final approval of the Board.

If the employee wishes to have his/her family enrolled on any of the approved group insurance plans, he/she will pay the additional premium. This may be done by payroll deduction if desired. The District will not change the existing insurance carriers without consulting with the association. The Insurance Committee will make recommendations on benefits to the Negotiations Team every year.

### **VIII.B. Health Insurance**

The District shall provide a health care plan on a continuous, twelve-month basis for all eligible employees. The District will fund \$619.12 per month individual rate for all eligible employees.

### **VIII.C. Dental Insurance**

The District shall provide Delta Dental insurance for all eligible employees. Employees who want Willamette Dental coverage will pay the difference each month (\$4.16).

### **VIII.D. Vision Insurance**

The District shall provide vision insurance at no cost for all eligible employees.

### **VIII.E. Life Insurance**

The District shall provide a \$50,000 life insurance at no cost for all eligible employees.

**VIII.F. Flex Plan**

- A. The District will provide an optional IRS 125 Plan to all eligible employees.
- B. The District will offer the following additional options of a flex plan to all eligible employees. Each option will have its own minimum rules of participation as set by the District.
  - 1. Spouse/Family Health Insurance
  - 2. Spouse/Family Dental Insurance
  - 3. Spouse/Family Vision Insurance
- C. Should the employee choose benefits whose premiums exceed the District's contribution, the employee shall be responsible for the additional cost through payroll deduction.
- D. The above options shall be payroll deductible to the amount requested by the employee under either a pre-tax or after tax option. To be eligible for the pre-tax option, the employee must be a member of the IRS 125 Plan offered by the District.

**ARTICLE IX - COMPENSATION**

**IX.A. Salary Schedule - See Appendix A.**

The salary schedule will be based on 190-day contract with four (4) paid holidays: Thanksgiving, Christmas, New Years, and Memorial Day.

**IX.B. Additional Education and Experience**

Placement for experience and credits on the District Salary Schedule will be based upon the State Department of Education (SDE) Salary Index (Schedule) decisions.

Certified staff must meet the requirements listed in Idaho State Statute (33-1201A) to move from row R3 to row P1 on the Salary Schedule.

## **ARTICLE X - SUMMARY AND DURATION**

During its term, this Agreement may be altered, changed, added to, deleted, or modified only through the voluntary mutual consent of the Board of Trustees and the Association, in written and signed amendment to this agreement.

This agreement shall be effective after ratification by both parties and shall remain in force until June 30, 2021.

Minidoka County School Board of Trustees  
Association

Minidoka County Education



Signature



Date



Signature



Date

**APPENDIX A - Salary Schedule**

STEP	SALARY	BA +24 - \$2,000	MA/ES/DR - \$3,500
R1 (NEW)	\$ 40,000		
R1	\$ 40,000		
R2	\$ 40,000		
R3	\$ 42,500	\$ 44,500	\$ 46,000
P1	\$ 43,350	\$ 45,350	\$ 46,850
P2	\$ 43,860	\$ 45,860	\$ 47,360
P3	\$ 44,270	\$ 46,270	\$ 47,770
P4	\$ 45,495	\$ 47,495	\$ 48,995
P5	\$ 46,515	\$ 48,515	\$ 50,015
P6	\$ 47,635	\$ 49,635	\$ 51,135
P7	\$ 48,655	\$ 50,655	\$ 52,155
P8	\$ 49,780	\$ 51,780	\$ 53,280
P9	\$ 50,300	\$ 52,300	\$ 53,800
P10	\$ 50,600	\$ 52,600	\$ 54,100
P11	\$ 51,500	\$ 53,500	\$ 55,000

To Comply with Idaho Code §33-1004

To be eligible to receive the additional educational allocation, teachers must submit an official transcript(s) of earned credits to the District Office no later than September 15. Only credits earned after initial certification shall be allowed and relevant pedagogy or content area, pursuant to Idaho Code §33-1004.

- A. **BA + 24 EDUCATION ALLOCATION:** Instructional staff and pupil service staff holding a professional endorsement, have three or more years of experience, a baccalaureate degree and 24 or more credits allocation \$2,000.00.
- B. **MA/ES/DR EDUCATION ALLOCATION:** Instructional staff and pupil service staff holding a professional endorsement, have three or more years of experience and a master degree allocation \$3,500.00.

Grandfathered 2012-13 Steps/Lanes Frozen			
BA +60	MA	MA ≥ 24	MA +36 Prior to 2012
\$ 54,900	\$ 56,300	\$ 57,700	\$ 59,100

Grandfathered employees moving from MA to MA ≥ 24 must have credits on file with the District prior to May 15th, 2019

Loyalty Bonus	
Years of Service with MCSD #331	
15-19 Years	\$ 250
20-24 Years	\$ 550
25-29 Years	\$ 750
30+ Years	\$ 1,000

Loyalty Bonus is available to all certified staff, including returning retired employees

## **APPENDIX B - Grievance Report Form**

### MCEA Grievance Report Form - STEP 1

Building \_\_\_\_\_

Name of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

Date of Grievance \_\_\_\_\_

Date met with immediate supervisor or administrator \_\_\_\_\_

District Policy Number or Collective Bargaining Agreement Section allegedly violated: \_\_\_\_\_

Explanation of Grievance:

Solution Sought:

Signature of Grievant and or Association \_\_\_\_\_ Date: \_\_\_\_\_

Disposition by Principal or First Line Supervisor \_\_\_\_\_

Signature of Principal \_\_\_\_\_ Date: \_\_\_\_\_

Position of Grievant and/or Association \_\_\_\_\_

Signature of Grievant and/or Association \_\_\_\_\_ Date: \_\_\_\_\_

(attach documentation as necessary) List of Documents Attached:



MCEA Grievance Report Form - **STEP 2**

Date Grievance Received by Superintendent \_\_\_\_\_  
\_\_\_\_\_

Date met with grievant (and others as needed) \_\_\_\_\_

Disposition of Superintendent

Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant and/or Association \_\_\_\_\_

Signature of Grievant and/or Association \_\_\_\_\_ Date \_\_\_\_\_

(Attach documentation as necessary) List of Documents Attached:

MCEA Grievance Report Form - **STEP 3**

Date Grievance Submitted to Review Panel \_\_\_\_\_

Date Panel met with grievant (and others as needed): \_\_\_\_\_

Disposition of Panel

Signature of Panel Representative \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant and/or Association \_\_\_\_\_

Signature of Grievant and/or Association \_\_\_\_\_ Date \_\_\_\_\_

(Attach documentation as necessary) List of Documents Attached:

MCEA Grievance Report Form - **STEP 4**

Date Received by School Board \_\_\_\_\_

Disposition of School Board Date \_\_\_\_\_

Signature of Board Chair \_\_\_\_\_ Date \_\_\_\_\_

Position of Grievant and/or Association \_\_\_\_\_

Signature of Grievant and or Association \_\_\_\_\_ Date \_\_\_\_\_

(Attach documentation as necessary) List of Documents Attached:

