



2021 – 2022

Negotiated Agreement

Effective Date: July 1, 2021 to June 30, 2022

Contract Year: September 1, 2021 – August 30, 2022

**Negotiation Team:**

**Melba Jr/Sr High School**

Cory Dickard, Martin Luttrell, Steve Mitchell

**Melba Elementary School**

Teresa Fugge, Katie Strawser

**Melba School Board**

Vice Chairman Jason Knopp, Megan Volkers

**Melba Joint School District #136**

Superintendent Sherry Ann Adams, Dalelyn Allen

**I. School Calendar**

- a. School calendar creation process:
  - i. District Leadership team creates initial draft
  - ii. Draft is shared with district staff to gain feedback
  - iii. District Leadership team makes adjustments if possible
  - iv. The calendar is presented to the board for approval
- b. The calendar year will be comprised of 185 days to match the salary schedule written for 185 days.
- c. There will be no less than 144 student days.

**II. 2021 – 2022 School Year**

- a. Days for Certificated employees are broken down as follows:
  - i. Paid Actual days worked = 165 days
    - 1. Paid Instruction days = 144 days
    - 2. Paid Professional Development Days = 21 days
    - 3. Parent-Teacher Conference Comp = 1 day
    - 4. Paid Holidays = 5 days
    - 5. Paid Other = 14 Fridays paid but not scheduled to work

**III. Certified Staff Workday**

- a. Teachers will work eight (8) hours per day. This day will be defined as 7:45 AM to 4:15 PM. Teachers will receive a 30-minute duty free lunch and a prep time.
  - i. It is recognized that situations of emergency, inclement weather and/or student safety may impede upon the thirty (30) minutes of duty free lunch and require a certificated employee to utilize all or part of their duty-free lunch period to address such issues.
  - ii. Professional development days will be defined as 8:00 – 2:30. It is understood that some training may need to exceed this time.
- b. Teachers may be required to attend some evening and after school activities on occasion.
- c. Teachers are required to attend the following staff or student-related meetings:
  - i. Staff meetings (not more than one per week unless there is an emergency)
  - ii. Individualized Education Plan (IEP) meetings, 504 Team meetings, Response to Intervention (RtI) meetings, or any other federally mandated meetings
  - iii. Other parent meetings, as requested by the administrator or parent

**IV. Post-Graduate Reimbursement**

- a. Certified Teachers will be reimbursed up to \$850 for qualifying college credits required for renewal of Idaho credential.
  - i. This reimbursement will be allowed every 5-years, based on hire date.

**V. Career Ladder Cohort Funding**

- a. See attached
  - i. The current career ladder reflects a 185-day calendar.

- b. Certificated Staff Cohort Funding
  - i. Professional compensation performance criteria as outline in Idaho Code 33 should be met as achievement of those standards affects Cohort placement and funding for future years.
  - ii. Criteria for both the Idaho Professional AND the Advanced Professional Endorsements should be met as achievement of those endorsements affects Cohort placement and funding for future years.
  - iii. Any employee who does NOT meet the professional compensation performance criteria, as listed, will remain at both the previous Fiscal Year cohort AND the Fiscal Year cohort funding amount as determined by the SDE.
  - iv. If any employee was advanced to the incorrect cohort in the previous year, an adjustment will be made to the cohort and contract amount in the following year and consistent with the SDE cohort and cohort funding placement.
    - 1. For Example: If an employee was advanced to and paid in accordance with the P1 cohort for Fiscal Year 2019, the employee will be changed to the correct cohort and cohort funding amount in the 2020 Fiscal Year.
  - v. New certificated employees, who are NOT currently placed in a valid State of Idaho Department of Education Career-Ladder Cohort will be placed according to Idaho Code 33.
- c. A “Melba” Super Cell has been created. Employees must have a Master’s degree and 10+ continuous years of service with the Melba School District to qualify.

**VI. Educational Allocation**

- a. The projected amount for these dollars is \$72,750. To be eligible for this allocation, certificated staff must meet the following criteria:
  - i. Met the education/credits requirements by September 1, 2021, and all documentation has been provided to the District and the State of Idaho Department of Education Teacher Certification Office including original transcripts;
  - ii. Have an Idaho Professional Endorsement;
  - iii. Be approved by the State Department of Education (SDE) for the education allocation funding at the current fiscal year’s distribution amounts. If the District does not receive education allocation funding for a certificated staff member, that member is ineligible for the distribution.
- b. The District is funded an education allocation for qualifying certificated staff. The SDE’s funding distribution is as follows:
  - i. Bachelors +24 credits = \$2000
  - ii. Masters = \$3500
- c. For fiscal year 2021 - 2022, the education allocation monies will be distributed with the District retaining 0% and the qualifying certificated staff members receiving 100% of the education allocation monies.
- d. The District reserves the right to adjust the education allocation disbursement according to the certificated staff’s FTE and the SDE’s funding distribution with no staff member receiving more than one (1) FTE.
- e. The District reserves the right to adjust the education allocation disbursement according to the certificated staff’s movement within the cohort rungs. If a certificated staff

member does not advance to the next cohort, the certificated staff member's education allocation may reflect the previous year's determined distribution amounts.

- f. Educational Allocation monies will be distributed in either November or December of 2021, but not before the SDE has confirmed the certificated staff's education/credits and authorized the distribution to the District.

## VII. Benefit Package

- a. CURRENT: Health, Dental, Vision Long-Term Disability and Life Insurance are benefits not fully reimbursed to the District by the State. Monies for these benefits are taken from the State Base Support (General Fund). The State Base Support is calculated as: distribution factor times Melba School District units which is based on the Average Daily Attendance (ADA).
  - i. Certificated employees will pay **\$62.36** per month for the established Individual Benefit Package as set forth by the District.
    - 1. For the 2021-2022, this reflects a \$2.56 increase in order to provide the additional benefit of a co-pay for Outpatient Rehabilitation Services.
    - 2. An additional Option 1 Insurance plan will be offered to staff who are interested. This plan will have all the same benefits as the Standard Package except the deductible will be \$1500 with participating physicians (individual plan). Staff selecting this option will have a monthly premium of \$105.27
  - ii. Certificated employees are **not** allowed to opt out of the Benefit Package.

## VIII. Professional Development

- a. The 2021-2022 calendar includes twenty-one (21) days of professional development (PD). PD days will be used as follows:
  - i. The district will strive to provide classes to allow teachers to earn credits whenever possible.
  - ii. The district will strive to provide 50% of the scheduled PD days for teachers to collaborate as grade/curriculum teams or for classroom work.
    - 1. This time does not accumulate for use as continuing education credit for recertification.
    - 2. Two (2) of these days may be taken in exchange for the occasional loss of prep time, IEP meetings, covering classes, etc.
      - a. These days must be pre-approved with the building administrator.
  - iii. The district will strive to provide 50% of the scheduled PD days to learning opportunities that will enhance the teaching practices of the staff
    - 1. This training will be based on needs determined by an annual PD survey
    - 2. This training will include new curriculum adoptions
    - 3. A tentative training calendar will be created prior to September 1, 2022
    - 4. Time spent participating in this training will be tracked by the district and may be used for continuing education credit.

**IX. Personal Leave**

- a. All full-time Certified Staff will receive one (1) Personal Leave Day for the 2021 – 2022 school year. This day may be used anytime during the school year except the months of August and May.
- b. This personal leave day will last for the period of one (1) school year and will be re-negotiated each year for the following year. There will be no carry-over or accumulation of non-used days.
- c. Staff with an unused personal day remaining in May will be allowed to exchange for a previously used sick day or the district will reimburse the personal day at a rate of \$50.

**X. Sick Leave**

- a. Based on the 2021-2022 school year calendar as adopted, certified staff working the standard school year will be working the majority of the days for the months of August through May and will therefore earn ten (10) days of sick leave to be used according to district policy.
- b. The ten (10) days will be front loaded for certified teachers in the month of September. This allows certified teachers to use sick leave prior to the actual earning of them. In the case of a certified teacher who must be released from a contract prior to its fulfillment, unearned but used sick days may be required to be reimbursed to the district.

**XI. Reward Stipend**

- a. In the event that the district has in excess of \$200,000 at the end of the budget year to put toward the fund balance, all staff will be paid a stipend of the excess.
  - i. The excess, up to \$50,000 will be divided evenly among all staff employed from August through May.
  - ii. The stipend will be paid in the August payroll.

**XII. Effect and Duration**

- a. Duration: The provisions of this Agreement, as determined by statute, shall be for a single calendar year with an effective date of July 1 through June 30.
- b. Savings Clause: All items in this Agreement are presumed to be legal and valid. If any specific item of this Agreement shall be ruled invalid by a court of law or a government agency or is deemed to be a subject matter no longer able to be addressed in a Negotiated Agreement, the Board and the Teacher's Negotiators shall enter into negotiations to agree on a successor clause for the invalidated article if such subject matter continues to be permitted subject matter for a Negotiated Agreement. All other provisions of the Agreement shall continue in effect.
- c. Agreement Modification: During the term of this Agreement, this Agreement shall not be modified in whole or in part except by mutual agreement of the parties to this Agreement or unless otherwise modified by act of a court, law, or the Idaho Legislature.

**Negotiated Agreement  
Between  
The Board of Trustees, Melba Joint School District #136  
And  
The Melba School District Teachers**

For Board of Trustees  
Melba Joint School District #136  
Melba, Idaho

\_\_\_\_\_  
Chairman, MSD Board of Trustees

\_\_\_\_\_  
Clerk, MSD Board of Trustees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For the Teachers  
Melba Joint School District #136  
Melba, Idaho

\_\_\_\_\_  
Representative, MSD Teachers

Date: \_\_\_\_\_

## Melba School District #136 Certificated & Pupil Services Salary Schedule

### Career Ladder Cohort Funding for Certificated & Pupil Service Staff

The information represents a summary of the Certificated Career Ladder Cohort funding amounts as found in Idaho Code 33. The information provided in the table below shows the yearly approved OR projected cohort funding. See link for more information. <https://legislature.idaho.gov/statutesrules/idstat/title33/>

Career Ladder <sup>(6)</sup>	Residency <sup>(5)</sup>			Professional <sup>(5)</sup>					Advanced Professional <sup>(3) (5)</sup>				
	R1 <sup>(4)</sup>	R2	R3	P1	P2	P3	P4	P5	AP1	AP2	AP3	AP4	AP5
2019 - 2020 <sup>(1)</sup>	38500	39000	39500	42500	44375	46250	48125	50000					
2020 - 2021 <sup>(1)</sup>	40000	40500	41000	42500	44375	46250	48125	50000	52000				
2021 - 2022 <sup>(2) (3)</sup>	40369	40990	41611	42991	44836	46681	48526	50370	52734	53207			

<sup>(1)</sup> Previous year(s) Melba School Board approved Cohort funding

<sup>(2)</sup> Pending Melba School Board approval

<sup>(3)</sup> To be determined based on future State Legislation

<sup>(4)</sup> Certificated or Pupil Service staff who are in their first year of holding an Idaho certificate or who have a valid out-of-state certification shall be placed in the R1 cohort.

<sup>(5)</sup> Movement within the Residency cohorts and the Professional Cohorts is based on achievement of the professional compensation criteria as listed in Idaho Code and as approved by the Idaho State Department of Education (SDE). This includes attaining appropriate Idaho Endorsements as required by Idaho Code 33 and the State of Idaho Department of Education (SDE). **If an employee does NOT meet the Cohort professional compensation criteria or does not receive the appropriate Idaho Professional endorsement, the employee will remain in the same cohort as the previous year and at the previous year's funding level.**

<sup>(6)</sup> No employee should be at a higher cohort or higher cohort funding amount than determined by the State of Idaho Department of Education (SDE). However, if an employee was advanced to a higher cohort and it was later determined by the SDE that the employee did NOT meet the advancement criteria, the District will honor the current contract amount for the current fiscal year. However, in the next fiscal year, the District will correct the mistake and set both the cohort and corresponding contract amounts accordingly. The cohort correction will align with the cohort designation determination as stated by the State of Idaho Department of Education (SDE) AND the contract amount will align as determined by the career ladder cohort funding table above. Please note: An employee who does NOT meet the cohort movement criteria may remain at previous year funding levels as determined by the SDE. This applies to all funding which may be affected by the cohort determination AND which a stipend or other payment is provided to the certificated or pupil service staff. Such an example would include the education monies provided per Idaho Code 33.

<sup>(7)</sup> Criteria must be met as set forth by the Melba School Board including a Masters Degree AND 10+ CONTINUOUS Years of Service with the Melba School District. A break in service will disqualify employees for this Super Cell.

### Super Cell Salary & Qualification Criteria

The information provided in the column below shows the projected amount for qualifying employees who have a Masters Degree, AND 10+ Years of CONTINUOUS Service with the Melba School District.

"Melba" Super Cell <sup>(7)</sup>
53000
53000
53000