

NEGOTIATED AGREEMENT

Date of Last Updated 8-21-2023

Between the Board of Trustees of School District #392 and representatives of the Mullan Education Association.

ARTICLE I--PURPOSE

The purpose of this agreement between the Board of Trustees of School District #392, Mullan, Idaho, and the Mullan Education Association is to establish a basic understanding, and to resolve matters limited by the scope of this agreement.

This agreement is entered into pursuant to the provisions of Idaho Code 33-1271 through 33-1276.

ARTICLE II—DEFINITIONS

- A. The term “professional employee” as used in this agreement shall refer to all certified personnel employed by the district and represented by the association in the negotiating unit as defined in Article III, Representation.
- B. The term Non-Certificated Employees shall refer to any district employee (excluding Superintendent and Principal) who does not have a teaching certificate.
- C. The term “Board” as used in this agreement shall mean the Board of Trustees, of the Mullan School District #392, Mullan, Idaho.
- D. The term “District” or “School District” shall mean the Mullan School District #392, Shoshone County, and the State of Idaho.
- E. The term “Association” as used in this agreement shall mean the Mullan Education Association.
- F. Superintendent shall mean the superintendent of schools of the Mullan School District #392.
- G. School Administration or Administrator shall mean all employees who are assigned 50% or more supervisory or counseling activities.
- H. The term “School year” shall mean the period of time from the opening of schools in the Mullan School District to the closing of the schools as stated in individual contracts.

- I. The term "school week" shall mean Monday through Friday exclusive of holidays or board-declared holidays as identified by the school calendar.
- J. The term "school day" shall mean any day, Monday through Friday, exclusive of legal and board-declared holidays as identified by the official calendar, unless otherwise specifically defined.
- K. "Association's team" shall mean three duly appointed employees for the purpose of negotiations.
- L. "Board team" shall mean two selected board members and one district administrator.
- M. "Meeting" shall mean a mutually agreed date when the MEA team and board team meet for the purpose of negotiations.
- N. "Minutes" shall mean that record of negotiations meetings kept by the clerk of the Board of Trustees of School District #392, Mullan, Idaho and by a MEA representative with both agreeing to the final draft.
- O. "Tentative agreement" shall mean those items agreed to by the parties and shall be reduced to writing and signed by the chief negotiator for each party at the session during which agreement is reached.
- P. "Ratification" shall mean when agreement is reached by approval of association and board with the signatures of association president and chairman of the board affixing their signatures to agreement in open, special, or regular board meeting.
- Q. "Scope" shall mean those items which will be negotiated under the provisions of this agreement.
- R. The term "contract" shall mean those items limited by the scope of this agreement which have been ratified in open meeting by the association and board, and which become supplementary to a standard teachers contract.
- S. "Salary" shall mean base, plus increments, plus scheduled amounts for extra curricular assignments.

ARTICLE III—REPRESENTATION

It is agreed the following may be represented by the association: All professional certificated personnel employed by the district full or part-time.

It is agreed that all professional certificated personnel who serve as administrators or counselors will be excluded from representation by the association.

If majority representation is questioned by the board, it is agreed that the association shall present evidence at the board's regular meeting in November that they enjoy a majority membership of the certificated employees.

It is further agreed that neither the association nor the board will pressure any employee about membership in the association.

ARTICLE IV—NEGOTIATING TEAM

The association's team shall consist of one (1) chief negotiator, two (2) team members and one (1) alternate.

The board team will consist of one (1) chief negotiator, two (2) team members of which one (1) will be a district administrator, plus one (1) alternate. In the event a vacancy occurs, the association and the board have the right to replace members of the negotiating team.

The chief negotiator will act as spokesman for the team, but may invite comments from other team members.

It is agreed that only team members from the association and board will be present in negotiations sessions.

ARTICLE V—NEGOTIATION PROCEDURE

The association agrees to make available to the board such information they may request about membership, voting procedures, and verification as they may request.

The board agrees to make available to the association when available to the board, information concerning the financial resources of the district, any budgetary information regarding all personnel, tentative budgetary requirements, agendas, and minutes of board meetings.

SESSIONS:

Negotiations sessions shall be scheduled annually with notice for session to begin being submitted by the regular board meeting in February.

The session shall be from March 1st until July 31st of each year. After July 31st an impasse will be declared unless mutually agreed upon.

Twenty days before the first session, each team must submit those items they wish to negotiate and new items may be added only through the mutual consent of the parties.

Those items submitted at these sessions will be limited by the scope of this negotiation agreement.

Negotiations shall be conducted in closed session.

During negotiations, releases to news media shall be made only as agreed to jointly.

ARTICLE VI—MEETINGS

Negotiations shall be conducted at times and places agreeable to the negotiators named by each party, provided, however, that the first meeting shall be held within thirty (30) days of written notification by either party of the desire for negotiations.

Each succeeding meeting time, place and date will be agreed upon at the close of the preceding meeting.

DATES AND TIME:

Negotiations meetings may not be held on legal or board-declared holidays.

Negotiations meetings shall be held at mutually agreeable times and places.

Negotiations meetings may extend beyond two (2) hour sessions if mutually agreed by both teams.

CAUCUS:

Caucuses may be called by either party without the consent of the other, but will be limited to two (2) per meeting per team, except as mutually agreed.

MINUTES OF MEETINGS:

The minutes of all negotiations meetings will be taken by the district clerk and will be the official minutes of all negotiation meetings. Copies of all meeting minutes will be made available to the Association Negotiations Team within three (3) business days of each meeting. Either party may suggest corrections to the minutes.

The minutes shall carry the signature of the chief negotiator from the association and the board.

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ARTICLE VII—SCOPE OF NEGOTIABLE MATTERS

The board and the association agree to negotiate:

1. Salaries
2. Monetary Fringe Benefits
 - a. Health Insurance
 - b. Dental Insurance
3. Negotiated Agreement
4. Grievance Procedure
5. Other items as mutually agreed to by the parties

The association and board agree that these negotiable items and only these negotiable items, as ratified by both parties become part of each individual teacher's standard contract with the school district.

ARTICLE VIII—SUBMISSION AND AGREEMENT OF PROPOSALS

The submission and exchange of negotiable items shall observe the following guidelines:

Step 1: The association and/or the board may submit a written notice of the desire to negotiate to the other party thirty (30) days before the beginning of the first session.

Step 2: Each party shall submit complete written negotiation proposals and a complete list of negotiators and alternates twenty (20) days prior to the first regular negotiation session and that no new proposals may be submitted after this time.

Step 3: Written counter proposals will be submitted, at regular negotiating sessions. Teams need not reply to or discuss counter proposals earlier than the next scheduled negotiating session. By mutual consent of both parties, discussion on a proposal may be deferred for a longer period of time.

AGENDA:

The parties will set the agenda at the commencement of each negotiations session.

Once agreement is reached on a proposal, the chief negotiator for each team will initial and date two (2) copies of the approved draft. One copy will be retained by each team.

It is understood that the association and board are not bound by the agreed upon proposal's until their members have had an opportunity to review and ratify it.

When ratified by both parties, it shall be signed by the association president and the board chairman in open board session at any regular or special board meeting that has been regularly advertised in accordance with Idaho Code.

ARTICLE IX—MEDIATION

If the negotiations have reached an impasse, the issue in dispute shall be submitted to mediation. The following sequence shall be followed:

If after a reasonable period of negotiating an agreement has not been reached over proposed items, either party may request further mediation by a mediator agreed to by both parties. Both parties will submit names of potential mediators until both parties agree on a mediator.

The costs of mediation shall be borne equally by the MEA and the District.

ARTICLE X—FACT FINDING

If mediation described in Article IX has failed to bring about agreement on all issues, either the association or the board may request that the issues which remain in dispute be submitted to a fact finder.

The Idaho State Superintendent of Public Instruction will be requested to appoint a fact finder.

The fact finder will have the authority to hold hearings and make procedural rules, and request all information from the association and the board.

Within thirty (30) days, the fact finder will submit a report, in writing, to the board and the association, and shall set forth findings of fact and recommend terms of settlement.

Within seven (7) days after receiving the report from the fact finder, the board and association will meet to discuss the report of the fact finder. Within fifteen (15) days after the meeting on the fact finder's report, each respective party will take action on the report.

The costs of fact finding shall be borne equally by the MEA and the District.

ARTICLE XI—SAVINGS CLAUSE

- A. Should any part of this agreement be found to be in conflict with either existing Idaho law, or any law enacted after ratification of this agreement, said portion or portions of the agreement shall be deemed invalid.
- B. Such other portions of the agreement which do not conflict with such laws shall be valid and binding upon the parties to the agreement for the life of the agreement.
- C. Nothing contained herein is intended to or shall conflict with or abrogate the powers or duties and responsibilities vested in the Mullan Board of Trustees.
- D. The board shall be entitled, without negotiation or reference to any negotiated agreement, to take action that may be necessary to carry out its responsibility due to acts of God.

Article XII—Grievance Procedure

Grievance Procedure:

Statement of Purpose:

It is the purpose of this grievance procedure to provide an orderly and timely process to find solutions and resolve issues that may arise. It is the intent of this section to achieve a positive and equitable resolution at the lowest possible administrative level of the procedure. Each certified employee as the right to use of the grievance process without fear of retaliation or reprisal.

Definitions:

- Grievance— A written statement/claim by a certified employee that a dispute or disagreement exists. Involving the Agreement or existing Board Policy, employee treatment, or a matter of employee health and safety. A certificated employee may file a grievance about any matter related to his/her employment.
- Grievant—a certificated employee, a teacher, group of teachers/certificated employees, or the Association making the claim.
- Days—days in this process with be counted as business days, actual working days of the employees contracted time. If the process extends outside the school year, business days refers to any Monday through Friday, excluding holidays.

Grievance Process Guidelines:

- The association may offer assistance in a grievance process at any level of the process if requested by the grievant. An attempt will be made to resolve any grievance in an informal verbal discussion between the two parties before seeking Association assistance.
- A grievance may be withdrawn at any point throughout the process. The Association may provide representation to the grievant at any point during the process. The Association has the right to be present at any meetings, hearings, appeals, or other proceedings related to formal grievances.
- Records regarding grievances should be maintained in official records of the district but be maintained separate from personnel files.
- A certificated employee of a school district shall be required to review and sign any entries made to his/her personnel file. At reasonable times and places, in the presence of an appropriate official, a certificated employee may inspect documents contained in his/her official personnel file.

Grievance Process:

The process outline below is intended to ensure a step by step and consistent process for handling grievances and resolving issues effecting certificated employees and the district.

Informal Level:

A grievant with a complaint is encouraged to first discuss their concerns with the employee(s) involved, with the goal of resolving issues informally and promptly.

Supervisor Level:

If a certificated employee files a grievance, the employee shall submit the grievance in writing to his or her immediate supervisor within ten (10) working days of the incident giving rise to the grievance. The grievance shall state the nature of the grievance and the remedy sought. Within ten (10) working days of receipt of the grievance, the immediate supervisor shall provide a written response to the employee.

Superintendent Level:

If the certificated employee is not satisfied with the response of the immediate supervisor or if there is no response with the time lines, the employee may appeal the grievance to the superintendent of the district or the superintendent's designee within ten (10) working days of the receipt of the response from the prior level, or within 10 days from the date the supervisor last had to respond if the certificated employee received no written response. Within 10 working days of a grievance, the superintendent or his designee shall communicate with the certificated employee in an effort to resolve the grievance. Within 10 working days of the communication, the superintendent or his designee shall provide a written response to the certificated employee.

Panel/Board Level:

If the certificated employee is not satisfied with the response of the superintendent or his designee, or if there is no response by the superintendent or his designee within the time frame provided in the above section, the certificated employee may request a review of the grievance by a hearing panel within 10 working days from receipt of the response provided in the section above, or 10 working days from the date the superintendent last had to respond if the certificated employee received no written response. Within ten (10) working days of receipt of a continued grievance, the board of trustees shall convene a panel consisting of three (3) persons; one (1) designated by the board of trustees, one (1) designated by the employee, and one (1) agreed upon by the two (2) appointed members for the purpose of reviewing the grievance. Within (10) working days following the completion of the review, the panel shall submit its decision in writing to the certificated employee, the superintendent, and the board of trustees.

Concluding Grievance Procedures:

The panel's decision shall be the final and conclusive resolution of the grievance unless the board of trustee's overturn's the panel's decision by resolution at the board's next regularly scheduled public meeting. The school board will have the final vote. The school board must address the issue no later than the next regularly scheduled board meeting.

ARTICLE (XIII)—DURATION

This agreement shall be effective upon signing by the president of the association and chairman of the board in open meeting. The agreement shall remain in force unless at the regular meeting of the Board of Trustees in November either the association or board submits written notification they wish to reopen the agreement. Otherwise the agreement shall remain in force.

Certification of Acceptance:

By David O. Antis
Chairman of the Board, School District #392
Mullan, Idaho Education Association

Date: 8-21-2023

By Benjamin R. Clark
President, Mullan Education Association
Mullan, Idaho Education Association

Date: 8-21-2023