

Midvale School District #433

Master Contract
and Negotiations Agreement

**Between the Midvale School District
Board of Trustees and the Midvale
Education Association**

Updated for the 2014-2015 School Year

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ARTICLE 1
Midvale School District #433
Salary Schedule

SALARIES				MA	MA+12	MA+24	MA+36
Years	BA	BA+12	BA+24	BA+36	BA+48	BA+60	ES/DR
0	31,750	31,750	31,750	31,750	31,750	31,750	31,750
1	31,750	31,750	31,750	31,750	31,750	31,750	31,750
2	31,750	31,750	31,750	31,750	31,750	31,750	31,750
3	31,750	31,750	31,750	31,750	31,750	31,750	32,530
4	31,750	31,750	31,750	31,750	31,750	32,530	33,749
5	31,750	31,750	31,750	31,750	32,530	33,749	35,015
6	31,750	31,750	31,750	32,530	33,749	35,015	36,327
7	31,750	31,750	32,530	33,749	35,015	36,327	37,689
8	31,750	32,530	33,749	35,015	36,327	37,689	39,102
9	32,530	33,749	35,015	36,327	37,689	39,102	40,568
10	32,530	35,015	36,327	37,689	39,102	40,568	42,089
11	32,530	35,015	36,327	37,689	40,568	42,089	43,667
12	32,530	35,015	36,327	37,689	40,568	43,667	45,304
13	32,530	35,015	36,327	37,689	40,568	43,667	47,002

ARTICLE 2
Salary for Extra Assignments

<u>Assignment</u>	<u>% of 2009 Base Salary</u>	<u>Amount</u>
Football Coach (beginning minimum of 12 students)	9.5	2,397
Basketball Coaches (beginning minimum of 8 students)	9.5	2,397
Volleyball Coach (beginning minimum of 8 students)	9.5	2,397
Baseball Coach (beginning minimum of 12 students)	9.5	2,397
Track Coach (beginning minimum of 10 students **)	9.5	2,397
Cross Country (beginning minimum of 10 students **)	9.5	2,397
Junior High Coach ***	9.5	2,397
Yearbook	2.37	598
FCCLA Advisor	4.75	1,198
FFA Advisor		2,397
Assistant Coach (if sport has 20 or more participants)		1,200

** If the beginning participation is less than 10 students, the pay would be \$239.70 per student.

*** Junior High Coach includes flag football, volleyball, basketball and track, or \$599.25 per sport.

Substitute Teacher Salary - \$85 for Certified \$60 for Non-Certified

Free lunch will be available to teachers on lunch duty – both elementary and secondary.

ARTICLE 3

Insurances

The District will continue to pay \$358.40 per eligible employee per month for medical benefits. The health insurance plan is the Blue Cross Plan PPO. The dental and vision coverage will also be through Blue Cross. Employees contracted for less than 1.0 FTE will receive pro-rated benefits based on FTE.

ARTICLE 4

Payroll Deductions

The Board of Trustees agrees to deduct from the salaries of all employees of the appropriate unit such monies for credit union, tax shelters, annuities, insurances or other purposes as individually authorized by the Superintendent.

ARTICLE 5

Sick Leave

General: Certificated personnel shall be granted one (1) day of sick leave for each month of service, or major portion of a month of service, for illness or injury not covered by Workman's Compensation Insurance. Said sick leave is to be accrued to the employee's sick leave account at the beginning of the school year.

Proof of Illness: The Superintendent is authorized to require proof of illness or injury adequate to protect the District against malingering and false claims of illness. Said proof shall include, but not be limited to, a signed statement by the employee giving the reason for his or her absence.

Accumulation of Sick Leave: Unused sick leave will be accumulated from year to year, as long as the employee remains continuously employed, to an unlimited amount.

Transfer of Sick Leave: New employees coming from another school district, without a break in employment, will be credited with accumulated sick leave earned in the previous district.

ARTICLE 6

Personal Leave

General: Personal leave shall be granted for any reason deemed necessary by the professional employee at the rate of two (2) days per year. Employees will have an additional personal leave day added after their fifth year continuous service with the district (maximum 3 personal days per year). Personal leave days may be taken as full or half days at the discretion of the professional employee.

Accumulative: Personal leave may be accumulated up to an unlimited amount, but not more than five (5) days may be used in any one fiscal year.

Restrictions: Personal leave can not be used during the first two (2) weeks of school, the last two (2) weeks of school, the day before or the date after school holidays or vacations. Exceptions may be made by the Superintendent in situations deemed as an emergency.

ARTICLE 7 **Professional Leave**

Professional leave shall be granted at the discretion of the Superintendent. Some examples are, but not limited to, curriculum development or research, professional meetings, workshops and those items listed in Idaho Code 33-513(1).

ARTICLE 8 **Bereavement Leave**

Immediate Family: With the approval of the Superintendent, certificated employees will be granted leave of absence, with pay, to attend funerals of:

1. Immediate family (the employee's spouse, children, brother, sister, mother or father by birth or marriage).
2. Grandchildren and Grandparents by blood or marriage.
3. Other people living with the employee at time of death.
4. Other relatives at discretion of Superintendent.

Said leave shall be granted up to three (3) days for funerals in state or five (5) days for funerals out of state. Extensions may be granted by the Superintendent in extenuating circumstances and must be asked for and allotted within the first three (3) days.

Other Funerals: At the employee's discretion, personal leave or up to 2 days of sick leave may be used to attend funerals of other relatives or friends, not immediate family. If all leave has been used, the teacher's salary will be reduced in an amount sufficient to pay for a substitute teacher.

ARTICLE 9
Sick Leave Bank

As per prior Negotiations agreement listing “Should professional enrollment in the program drop below 50% for two (2) years in a row the program will be automatically terminated.” The program enrollment for the 1996-97 and 1997-98 school years has been less than 50%, thereby terminating the Sick Leave Bank.

ARTICLE 10
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, the Board and the Association shall enter into negotiations within twenty (20) days to agree on a successor clause for the invalidated article. The balance of the agreement shall not be affected by any such ruling and shall remain in full force.

ARTICLE 11
Duration

The provisions of this agreement shall become effective as of July 1, 2014 and each item will thereafter continue and remain in full force and effect. However specific items may be opened to negotiations in compliance with the procedural agreement.

ARTICLE 12
Acceptance

This agreement is signed on the 21st day of July 2014. This agreement shall be binding on the parties hereto.

Jerry Lunsford - Chairman, Board of Trustees

President, Midvale Education Association

NEGOTIATIONS AGREEMENT

Article 1

- .1 Parties and Purpose: This agreement is between the Board of Trustees of School District No. 433, Midvale Idaho (hereinafter "Board") and the Midvale Education Association (hereinafter "Association") to establish procedures for bargaining and the specific items to be bargained between the parties pursuant to the provisions of Sections 33-1271 through 33-1276, Idaho Code.

Article 2 Definitions

- 2.1 Professional Employee: All certified personnel represented exclusively by the Association in the negotiating unit as defined in Article 3, Representation.
- 2.2 Board: The Board of Trustees of the School District No. 433, in the County of Washington and the State of Idaho.
- 2.3 Association: The Midvale Education Association.
- 2.4 District: School District No. 433 in the County of Washington, and State of Idaho.
- 2.5 Superintendent: The Superintendent of School District No. 433, in the County of Washington and State of Idaho.
- 2.6 School Year: The period of time from the opening of the schools in the District to the closing of schools in the District.
- 2.7 Day: One calendar day and shall include weekends and holidays, etc.

Article 3 Representation

- 3.1 Professional Personnel: It is agreed that all certified employees of the District except those excepted below are represented by the Association.
- 3.2 Exclusion: The following certified employees are excluded from representation by the Association.
- a. Superintendent
 - b. Principals

Article 4
Recognition, Application and Certification

- 4.1 Recognition: The Board recognizes the Association as the exclusive representative for the purpose of negotiations with Professional Employees of the District so long as the Association has the approval of the majority of professional employees of the District to so represent them.
- 4.2 Application: Provisions of the agreement shall apply to all Professional Employees of the District as defined.
- 4.3 Certification: Should the Board request, the Association will conduct an election by its members by secret ballot to determine whether or not the Association has the majority approval to represent the professional employees. A Board representative shall be allowed to observe the balloting and the counting of the ballots.

Article 5
Negotiating Team

- 5.1 Team Members: Each negotiating team shall be composed of not more than two (2) members in addition to an Advisor subject to Idaho Code. The Superintendent may attend as an Advisor at the request of the Board.

Article 6
Submission of an Agreement on Proposals

- 6.1 Initial Submission: Each party shall submit its written negotiation proposals to the other at least twenty (20) days prior to the commencement of the negotiating period, where at the next regular meeting of the Board, a brief summary shall be given orally at the open meeting, generalizing terms or items of negotiations prior to adjournment to a closed negotiation session.
- 6.2 Counter Proposals: Written counter proposals may be submitted at regular negotiating sessions. Parties need not reply to, or discuss counter proposals earlier than the next scheduled negotiating session.
- 6.3 Agreement: When a tentative agreement is reached it shall be made in writing and submitted for ratification to the Board and the Association. Association ratification shall be by majority vote of all Professional Employees of the District. When approved by both parties, it shall be signed by the Board Chairman and the Association President. Any agreement so reached shall be contractual in nature and shall not necessarily be considered Board policy.
- 6.4 Failure to Ratify: If either party refuses to ratify the agreement the other party shall be notified within twenty-four (24) hours of the time such action is taken.

- 6.5 Notification of Ratification and Records: Ratification must take place within five (5) days after agreement is reached by negotiating teams. The Association agrees to keep minutes of its ratification meeting on file and the counted ballots sealed and stored in a safe place for three (3) years. The Association further agrees that, in case of a dispute concerning ratification, the documents will be made available for inspection.
- 6.6 Execution and Minutes: When agreement has been ratified and approved by both parties it shall be signed by the President of the Association and the Chairman of the Board of the District and shall be entered into the official minutes of the Board.

Article 7 Negotiation Sessions

- 7.1 Negotiation Period: Negotiations shall begin on or around March 15 of each school year and may continue until April 30 of each year or ten (10) working days following Legislative adjournment and the District has received the Unit Funding Estimate, whichever falls on the later date. Requests for negotiating from the Association to the Board will be directed to the Superintendent.
- 7.2 Negotiations Dates and Places: Negotiating sessions shall be conducted at such times and places as are mutually agreed upon by the Association and Board.
- 7.3 Negotiation Sessions: Not to exceed beyond three (3) hours unless mutually agreed upon.
- 7.4 Caucuses: Shall be limited to not more than fifteen (15) minutes at any one time unless both parties agree to extend the time limit.
- 7.5 Adjournment: Either party may adjourn any negotiations session.
- 7.6 Minutes: Each team may appoint a recording secretary who may sit in the bargaining sessions. The Board appointed secretary shall serve as recorder for the official minutes.

Article 8 Mediation

- 8.1 Impasses: Either side may declare an impasse at anytime during the negotiating period at which time said negotiation period will end. Impasse automatically occurs when the term of negotiation period expires. Notice of impasse shall be in writing, delivered to the other party.
- 8.2 Request for Mediation: If negotiations have reached an impasse or if negotiation period has expired, the issues in dispute shall be submitted to mediation upon request of either party for the purpose of assisting the Board and the Association to arrive at a voluntary agreement. Such a request must be made within five (5) days after impasse has been declared or occurs and must be in writing, signed by the party requesting mediation and delivered to the other party.

- 8.3 Selection of Mediator: Within three (3) days after a valid request for mediation is received, the District will request the State Superintendent of Public Instruction to appoint a mediator within ten (10) days.
- 8.4 Guidelines for Conducting Mediation:
- a. The format, date and times of meetings shall be arranged by mediator.
 - b. Mediator may meet with Board and Association together or separately.
 - c. To the extent that tentative agreements are reached as a result of such mediation, the procedures provided in Article 6 shall apply. If mediation fails in whole or part, the mediator shall report in writing the issues which remain in dispute to the respective parties on or before the expiration of the mediation period.
- 8.5 Cost of Mediation: The costs of the mediator, if any, and actual and necessary to travel and related expenses, shall be assumed by the party requesting mediation.
- 8.6 Mediation Period: Mediation period shall commence on the day the mediator is appointed, and shall not last longer than twenty (20) days.

Article 9 Fact Finding

- 9.1 Request for Fact Finding: If mediation described in Article 8 has failed to bring about agreement on all issues, the Board or Association may request that the issues which remain in dispute be submitted to a fact finder. Such a request must be in writing, signed by the requesting party and delivered to the other party. Such a request must be made three (3) days after mediator presents mediator's report to the parties or the expiration of the mediation period, whichever occurs first.
- 9.2 Selection of Fact Finder: The fact finder shall be selected in the manner provided in Section 8.3 for selecting a mediator.
- 9.3 Fact Finding Procedure: The fact finder will have the authority to hold hearings and make procedural rules not inconsistent with this Agreement or statutory guidelines contained in Section 33-1275, Idaho Code.
- 9.4 Report: Not later than thirty (30) days after the appointment of the fact finder, the fact finder shall submit a report, in writing, to the Board and the Association, and shall set forth in the report findings and facts, reasoning and recommendations concerning issues submitted.
- 9.5 Advisory Nature: The report with recommendations from the fact finder shall be advisory in nature.
- 9.6 Final Negotiations: Within five (5) days after receiving the report of the fact finder, the Board and the Association will meet to discuss the report for the purpose of attempting to

resolve the unagreed items. Such meetings will be conducted as negotiation sessions, but will not exceed a five (5) days period. If an agreement is not reached within said period, negotiations will end.

- 9.7 Agreement: If agreement is reached on the issues in dispute as a result of fact finding and final negotiations the procedures provided in Article 6 will be followed.
- 9.8 Cost of Fact-Finding: Costs and expenses of the fact finding procedure will be the responsibility of the party making the request.

Article 10 Negotiable Matters

- 10.1 Negotiable Matters: The Board and the Association agree to negotiate on the following items:
- a. Base salary and salary schedule
 - b. Extra-curricular salaries
 - c. Insurances
 - d. Leaves
 - e. Payroll deductions

Article 11 Information

- 11.1 District Information: The Board agrees to supply, upon request of the Association, information relevant to the items subject to negotiations.
- 11.2 Association Information: The Association agrees to supply, upon request of the District, copies of its Articles and By-laws or Constitution, and evidence to support its right to representation approved by a majority of the professional employees of the District.

Article 12 General

- 12.1 Modification: No change, rescission, alteration or modification of this Procedural Agreement shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
- 12.2 Governing Law: This agreement shall be governed and constructed according to the Constitution and laws of the State of Idaho.
- 12.3 Separability: Should any article(s) or section(s) of this Procedural Agreement be found to be in conflict with either existing law or any law enacted or decision rendered after the ratification of the Agreement, said article(s) or section(s) shall be deemed invalid and void ab initio. Such article(s) or section(s) of the Agreement which do not conflict with such laws shall remain valid and binding upon the parties and shall be interpreted without

reference to the invalid sections.

- 12.4 Intent to Act: Nothing contained herein is intended to or shall conflict with, or abrogate the powers or duties and responsibilities vested in the Legislature, State Board of Education and the Board of Trustees or School Districts by the laws of the State of Idaho. Each School District Board of Trustees 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. Nothing contained herein shall diminish the right of the Board of Trustees of the District to promulgate rules and regulations for the governance of the District as provided by Section 33-506, Idaho Code.

Article 13
Duration

- 13.1 Effective Date: This Agreement shall be effective upon signing by the President of the Association and the Chairman of the Board.
- 13.2 Duration: This Agreement shall annually be automatically renewed unless either party notifies the other in writing prior to October 15 that they wish to amend or cancel the Agreement.

Certification of Acceptance

The signatures to this instrument indicate ratification by the membership of the Association and the Board of Trustees for the District.

President
Midvale Education Association

Jerry Lunsford, Chairman
Board of Trustees
School District No. 433

21 July 2014 _____
Date signed

21 July 2014 _____
Date signed