



*Mountain Home
School District
No. 193*

&

*Mountain Home
Education
Association*

*Collective Bargaining Agreement
(Master Agreement)*

*Negotiations for School Year
2022-2023*

TABLE OF CONTENTS

	PAGE
1. AGREEMENTS	
1.1 Association Representative Status	3
1.2 Negotiation Procedures	3
1.3 Request to the District Insurance Committee	3
1.4 District Solutions Team	4
1.5 Time Period Certificated Professional Teachers are to be at School.....	4
1.6 Agreement.....	5
2. COMPENSATION	
2.1 Compensation Package	6
2.2 Contract Year	8
2.3 Extended Employment.....	9
2.4 Certificated Employee Personal Leave.....	9
2.5 Certificated Employee Professional Leave.....	10
2.6 Reimbursement for Costs – In-service and Related Training.....	10
3. TEACHING ENVIRONMENT	
3.1 Job Sharing.....	11
3.2 Leave Without Pay.....	12
3.3 Secondary Preparation Time.....	12
3.4 Elementary Preparations Time.....	12
3.5 Appearance Before the Employer.....	13
3.6 Grievance Policy for Certified Employees	13
3.7 Certificated Professional Teacher Sick Leave	16
4. COLLABORATION	
4.1 District/Association Educational Collaboration	17
4.2 Discipline in the Schools	17
4.3 Association Activities	18
4.4 District Evaluations/Career Ladder Education Team	21
4.5 <i>2022-2023 Salary Schedule Committee</i>	21
5. ACCEPTANCE	
5.1 Acceptance	22
EXHIBIT A - SALARY SCHEDULE (2022-2023)	23
EXHIBIT B – EXTRACURRICULAR STIPENDS SCHEDULE (2022-2023)	24

1. AGREEMENTS –

1.1 ASSOCIATION REPRESENTATIVE STATUS

The Board acknowledges that for the purpose of negotiations for the Negotiated Agreement for the 2022-2023 school year, the Mountain Home Education Association (hereinafter “Association”) is the current representative organization designated to represent the Certificated Professional Teachers covered by such Agreement.

The Association has demonstrated, as required by applicable provisions of the Idaho Code, that it was duly chosen and selected by a majority of the Certificated Professional Teachers prior to the commencement of negotiations as their representative organization for negotiations pursuant to Idaho Code for the 2022-2023 school year.

Such representation specifically excludes the Superintendent, Assistant Superintendent(s), District Directors, District Coordinators, District Level Administrators, and Building Level Administrators.

Expires: June 30, 2023

1.2 NEGOTIATIONS PROCEDURES

Negotiations will be held, in good faith, pursuant to the current provisions of the Idaho Code, with the representative organization, upon the demonstration of majority representation.

Expires: June 30, 2023

1.3 REQUESTS TO THE DISTRICT INSURANCE COMMITTEE

Due to the historical fluctuations in health insurance premiums and changes in the health insurance industry, the District and the Association request that should the District’s renewal costs for Health Insurance reach a level that causes the Insurance Committee to have concern regarding the ability to sustain the policy for the District and its employees, the Insurance Committee shall commence research into other insurance options to present information and recommendations to the representative parties during a negotiation session in the spring of 2023.

Among the considerations that the Insurance Committee may consider, could include the following:

1. Research all possible carriers/providers for all coverage – medical, dental, and vision – with review of all coverage provided and premium costs.
 - a. Identify the health care providers in the Mountain Home region who are included as providers under each of the respective plan options.
2. Identify other local school districts using the same carriers/providers and obtain information as to the satisfaction of the District and of the employees who are using these providers.

3. Research the impact to premium and overall District costs associated with dropping the option of providing spouse coverage.
4. Engage in a background check, including BBB review, of any new carrier/provider being considered.
5. Research the impact to all District employees associated with the possibility of the employee covering partial payments.
6. Engage in a cost/benefit analysis with regard to decreased premium costs and the possible increase of deductibles.
7. Research the impact of Wellness Plans on the premium costs to the District.
8. Research regarding employee satisfaction with the current insurance carrier.

The Insurance Committee should commence its work on or before November 2022, with at least one (1) retired person sitting on such committee. Should the parties to this Agreement enter into negotiations for the 2022-2023 contract year, it would be the request that each party's negotiation team include a member of the District's Insurance committee.

Expires: June 30, 2023

1.4 DISTRICT SOLUTIONS TEAM

From time to time, issues involving matters associated with the operation of the school, the school's financial condition, and/or other such related issues may arise. At the discretion of the Board and/or the Superintendent, a Solutions Team may be developed to review specifically identified concerns for possible resolution. If and when such Solutions Teams are developed, efforts will be made to include Certificated Teaching Personnel from the various respective grade levels and/or programs to participate in addressing possible solutions.

1. Development and use of Solutions Teams shall be at the sole discretion of the Board and/or the Superintendent.
2. When Certificated Teaching Personnel are included as members of a Solutions Team, the Superintendent will make a request to the Association's President for identification of three (3) members to participate on the Solutions Team. Such identification shall include a cross section of Certificated Personnel representing viewpoints from varying grade levels and/or programs.
3. In addition to those identified by the Association President, the Superintendent, and/or Board may identify additional members for participation on the Solutions Team.

Expires: June 30, 2023

1.5 TIME PERIOD CERTIFICATED PROFESSIONAL TEACHERS ARE TO BE AT SCHOOL

At each school building, a Certificated Professional Teacher is expected to be at the school

thirty (30) minutes before the first class of the day begins until thirty (30) minutes after the class day ends.

An exception to the above standard is for weekly Collaboration Days whereas the scheduled collaborative activity takes place before the first class of the day and Certificated Professional Teachers are expected to be present and participate in such activity.

The Certificated Professional Teacher's workday shall include a minimum thirty (30) minutes continuous duty-free lunch period each day.

**In individual and unique isolated situations, and upon approval of the Building Principal, an employees' time at work schedule (before, during, or after class) may be adjusted.

Expires: June 30, 2023

1.6 AGREEMENT

RATIFICATION/EFFECTIVE DATES

Upon joint ratification, this Agreement shall become effective July 1, 2022, and shall expire on June 30, 2023, unless otherwise specifically stated by section, in which case shall expire on June 30, 2024.

ENTIRETY OF AGREEMENT

This document contains the entire Agreement between the parties. There are no other agreements or understandings not contained in this Agreement and all communications, understandings, and agreements, expressed or implied, not embodied herein shall be null and void and of no legal or enforceable effect.

AVAILABILITY OF AGREEMENT

Pursuant to the requirements of the Idaho Code, this Agreement will be posted on the Mountain Home School District website and is available at the location for Certificated Professional Employee reference.

SEVERABILITY

All items in this Agreement are presumed to be legal and valid. Should any part of the Agreement be in conflict with either existing law, or any law enacted after ratification of the Agreement, said portion or portions of the Agreement shall be deemed invalid. Such other portions of the Agreement that do not conflict with such laws shall be valid and binding upon the parties during the life of the Agreement.

PREEMPTIVE CLAUSE

Nothing contained in this Agreement is intended to or shall conflict with or abrogate the powers or duties and responsibilities vested in the Idaho Legislature, State Board of Education, or the Mountain Home School District Board of Trustees by the laws of the state of Idaho. The Mountain Home School District is entitled, without negotiation or reference to any Negotiated Agreement, to notify the Mountain Home Education

Association and to take immediate action that may be necessary to carry out its responsibility due to situations of emergency or force majeure (sometimes called Acts of God). Nothing contained within this passage 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 Idaho Code.

Expires: June 30, 2023

2. COMPENSATION

2.1 COMPENSATION PACKAGE

1. SALARY SCHEDULE

The salaries for Certificated Professional Teachers covered by this Agreement are set forth in the schedule attached as Exhibit A.

- a. Each Certificated Professional Teacher shall be paid his/her individual salary based upon the individual's placement on the schedule for actual educational placement and experience placement.
- b. *A Certificated Professional Teacher new to the District is placed on the District's Salary Schedule based upon their placement on the State Career Ladder. (i.e. if the SDE indicates the individual is a P3 on the State's Career Ladder, the individual is then placed on the P3 step of the District's Schedule.)*
 - i. *If the Certificated Professional Teacher has not yet earned twenty-four (24) credits beyond their bachelor's degree, subsequent to certification they will be placed no higher than P5 on the District's Schedule.*
- c. *Existing Certificated Professional Teachers move one step down on the District's Schedule for each full year of employment with the District, until such employee reaches the P5 level.*
- d. *For a Certificated Professional Teacher to move beyond the P5 step, the Certificated Professional Teacher must have additional educational credits. A Certificated Professional Teacher will be frozen at P5 if they have not earned at least twenty-four (24) educational credits beyond the bachelor's degree, earned after obtaining a teaching certificate.*
 - i. *For a Certificated Professional Teacher to move from P5 to BA6, the Certificated Professional Teacher must have at least twenty-four (24) educational credits beyond their bachelor's degree, earned after obtaining their teaching certificate.*
 - a) *The Certificated Professional Teacher will continue to move one step for each full year of employment until they reach BA8.*
 - ii. *A Certificated Professional Employee will be frozen at BA8 unless they have earned a Master's Degree, subsequent to obtaining their teaching certificate, which then allows the Certificated Professional Teacher to move*

to MA9.

- a) *The Certificated Professional Teacher will continue to move one step for each year of service until they reach MA10, the location where the Certificated Professional Teacher will ultimately be frozen.*

2. EXTRACURRICULAR SALARY SCHEDULE

The salaries for Certificated Professional Teachers covered by this Agreement for performance of Extracurricular Activities are attached as Exhibit B.

3. DISTRICT INSURANCE PLAN

- a. The Certificated Professional Teachers of the District may choose to purchase additional benefits from that offered by the District, which can be selected and purchased as pre-tax benefits.
- b. The District shall provide, at no cost to the Certificated Professional Teacher, the following:
- * Employee Major Medical Insurance, as detailed below.
 - * Employee Dental Insurance, as detailed below.
 - * Employee Vision Insurance, as detailed below.
- c. Should the Certificated Professional Teacher choose benefits whose premiums exceed the District’s contribution, the Certificated Professional Teacher shall authorize a voluntary salary reduction to pay the excess amounts.
- d. No more than two (2) individual changes in allocation of benefits or deduction may be made in any contract year.
- e. The Plan for the 2022-2023 school year is as follows:

<u>MEDICAL</u> – SelectHealth (3 Options - Employee to choose one)			
<i>Network</i>	BrightPath St. Luke’s	BrightPath St. Luke’s	BrightPath St. Luke’s
<i>Plan Name</i>	Signature 350	Signature 1250	HSA 2000
<i>Co-Payment (Pri/Spec)</i>	\$20 / \$30	\$30 / \$45	\$15 / \$25 after Ded
<i>Deductible (Ind/Fam)</i>	\$350 / \$700	\$1,250 / \$2,500	\$2,000 / \$4,000
<i>Co-Insurance (Carrier Pays)</i>	80% / 60%	80% / 60%	80% / 60%
<i>Max OOP (Ind/Fam)</i>	\$3,000 / \$6,000	\$4,000 / \$8,000	\$4,000 / \$8,000
<i>Rx Deductible</i>	\$0	\$250	Integrated w/Medical
<i>Generic (Preferred)</i>	\$10	\$10	\$7 after Ded
<i>Generic (Non-Preferred)</i>	\$10	\$10	\$7 after Ded
<i>Brand (Preferred)</i>	Ded than 25%	Ded than 25%	\$21 after Ded
<i>Brand (Non-Preferred)</i>	Ded than 50%	Ded than 50%	\$42 after Ded

<i>Specialty (Preferred)</i>	Ded than 20%	Ded than 20%	\$100 after Ded
<i>Specialty (Non-Preferred)</i>	Ded than 20%	Ded than 20%	\$100 after Ded
<i>Pediatric Dental</i>	Included	Included	Included
<i>Pediatric Vision</i>	Included	Included	Included
<i>Notes</i>	TeleHealth	TeleHealth	TeleHealth
<u>DENTAL</u> – Incentive Plan offered by Delta Dental			
<u>WILLAMETTE Dental Blue Connect</u> – employee pays contribution amount that exceeds Delta Dental premium per month			
<u>VISION</u> – offered through LifeMap, which is affiliated with VSP			
This is a brief outline of benefits and does not include coverage details, limitations, or exclusions. Plan coverage information will be available on the District’s Website.			

- f. In the event a carrier or applicable law does not require 100% participation in one of the employer-provided benefits listed above, a Certificated Professional Teacher may request that he/she not be included in that benefit. If such a situation does occur, the Insurance Committee shall determine the criteria necessary to grant a request to be excluded from an employer-provided benefit.

4. INSURANCE EDUCATION

The District will conduct an educational session(s) for all Certificated Professional Employees, who wish to attend, to address the District’s Insurance Program. Such educational program shall be done in conjunction with HUB and/or Select Health so as to assure that the correct information is being provided. Such educational sessions may be conducted as a single group session and/or at individual building levels.

Expires: June 30, 2023

2.2 CONTRACT YEAR

Each Certificated Professional Teacher's Standard Teacher Contract shall be based upon a 189-day school year. Two (2) days of the calendar at the beginning of the school year will be designated specifically as employee work days. No mandatory professional development or staff meeting will occur on these two-days.

Certificated Professional Teachers new to the District in the fall of 2022 shall have one additional day of duty associated with an orientation program. Such day will not be part of their base Standard Teacher Contract but will be compensated to the Certificated Professional Teacher at their daily rate of pay.

Expires: June 30, 2023

2.3 EXTENDED EMPLOYMENT

A Certificated Professional Teacher encompassed under the provisions of this Agreement, who is contracted for a day(s) longer than the regular school year shall be paid the amount equal to one additional daily rate of pay of their regular salary.

A Certificated Professional Teacher who agrees to perform an assignment beyond that encompassed in the individual Standard Teacher Contract (i.e. teaching a class period before or after the typical workday or during the Certificated Professional Teacher's preparation period) shall have his/her salary augmented for such services via a stipend in an amount commensurate to the period of additional assignment. The District or an Administrative Employee of the District may make a request to any Certificated Professional Employee regarding performance of such additional assignment. However, any Certificated Professional Teacher may decline such a request for additional assignment without any adverse impact to the Certificated Professional Teacher.

Expires: June 30, 2023

2.4 CERTIFICATED EMPLOYEE PERSONAL LEAVE

Certificated Personal Leave shall be for purposes as determined necessary by the Certificated Professional Teacher.

All requests for Certificated Professional Leave shall be submitted, if possible, at least five (5) calendar days in advance through the use of the District's Frontline Absence Management Program and Skyward Program. It is understood that from time to time circumstances arise that will not permit a five (5) calendar day notice period to allow for an Administrative Supervisor to approve a Certificated Personal Leave request. It is also understood that from time to time an Administrative Supervisor may not be able to approve every Certificated Professional Teacher's request for Certificated Personal Leave due to a shortage of available substitute teachers.

As of the commencement of the *2022-2023* school year:

1. Certificated Professional Teachers who have worked for the District for ten (10) years or less shall receive three (3) days of Certificated Personal Leave, which may be accumulated to a maximum of six (6) days of accumulated Certificated Professional Leave.
2. Certificated Professional Teachers who worked for the District eleven (11) to twenty (20) years shall receive four (4) days of Certificated Personal Leave, which may be accumulated to a maximum of eight (8) days.
3. Certificated Professional Teachers who worked for the District more than twenty (20) years shall receive five (5) days of Certificated Personal Leave, which may be accumulated to a maximum of ten (10) days.

If Certificated Professional Employee does not fulfill his or her contract length, the District will deduct for used Certificated Personal Leave days on a pro-rated basis: one day per three months of employment, or major portion thereof.

Prior to the commencement of the employment year, Certificated Personal Leave exceeding

the maximum allowed accumulation shall be purchased by the District from the Certificated Professional Teacher at the rate of eighty (\$80.00) dollars per day.

Expires: June 30, 2023

2.5 CERTIFICATED EMPLOYEE PROFESSIONAL LEAVE

A Certificated Professional Employee seeking to take Certificated Professional Leave shall make application using the District's Skyward Program and Frontline Absence Management Program.

Certificated Professional Leave shall be used by a Certificated Professional Employee to advance their general professional instructional skills. Alternatively, such shall be educationally related to the Certificated Professional Employee's area or areas of certification, or for the advancement, or attainment, or a new area of certification by such employee.

Certificated Professional Leave shall not be utilized to attend events or meetings sponsored by local, state, or national Education Associations, except for those events or meetings that meet the above-stated Certificated Professional Leave purposes and are open to all Certificated Professional Employees regardless of affiliation membership without additional fees.

Professional Development funds will be allocated to each building's Professional Development Committee on an equitable basis, to be granted, based upon criteria adopted by the Building Professional Development Committee. The monies will be used by that Building Certificated Staff for individual professional development activities. Notwithstanding the above limitation of use of Professional Leave, it shall be at the discretion of each respective building's Professional Development Committee as to whether or not they wish to allocate Professional Development Leave for individuals to attend the IEA Delegate Assembly.

Each Building will establish a Professional Development Committee, which is representative of Certificated Staff and may include the Building Administrator.

The Building Professional Development Committee will be in charge of reviewing applications and allotting the building's allocation of Professional Development funds for Certificated Professional Development Leave Days.

Expires: June 30, 2023

2.6 REIMBURSEMENT FOR COSTS – IN-SERVICE AND RELATED TRAINING

Reimbursement for Costs – In-service and Related Training: The District shall pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, courses, conferences, in-service or other such training sessions, for which the employee is required to attend by the District's Administration.

Expires (2-yr): June 30, 2024

3. TEACHING ENVIRONMENT

3.1 JOB SHARING

Two Certificated Professional Teachers may share one position with the approval of the District's Superintendent or the designee of the Superintendent. Job Sharing means that two Certificated Professional Teachers will share one full-time teaching position. Certificated Professional Teachers in such a circumstance will have their respective salary and benefits paid by the District based on a pro-rata percentage of student contact time that each performs under the Job Sharing arrangement.

Certificated Professional Teachers who wish to participate in Job Sharing must submit a proposal to their building principal on or before March 1 of the preceding school year. A Certificated Professional Teachers who wishes to share a job will have the primary responsibility for locating a Job Sharing partner. Both partners must meet all required hiring criteria established by the District.

Job Sharing arrangements, if any exist, will only be in place and approved for one school year at a time. If a Certificated Professional Teacher desires to continue Job Sharing after the first year, each successive year they must notify the Superintendent (or designee) of their desire to engage in Job Sharing for the next successive school year by March 1.

Implementation of the Job-Sharing program will be done for the welfare of the students and staff involved and shall not be approved if such involves any additional costs to the District. Flexibility will be encouraged. Every effort will likewise be made to assure that tall Certificated Professional Teachers seeking out a Job-Sharing opportunity are afforded equal treatment. Upon receipt of a written request for Job Sharing, the building principal and the Superintendent (or designee) shall meet and evaluate the proposal on the following additional criteria:

1. Advantage to pupils.
2. Advantage to the Certificated Professional Teachers.
3. Advantages to the overall good of the School District.
4. Estimated probability of success.
5. Details of the division of responsibilities and manner of organization of the Job Sharing time schedule.
6. Other instructional and administrative concerns.
7. Cost neutrality to the District.

When a Job Sharing arrangement is terminated, the Certificated Professional Teacher with the greatest seniority has the first option at the existing position that had previously been addressed through Job-Sharing. The other Certificated Professional Teacher shall be subject to the District's transfer policy.

3.2 LEAVE WITHOUT PAY

Each Full-Time Certificated Professional Teacher may be granted a Leave of Absence Without Pay pursuant to the following:

1. Leave of Absence Without Pay may be requested by a Full-Time Certificated Teacher, in writing.
2. The request shall state the reason for making such an application.
3. A Leave of Absence may be granted by the Board of Trustees for:
 - a. An extended illness, as documented by a physician's statement;
 - b. Professional Improvement in the field of education, as documented by transcripts and professional papers;
 - c. Child rearing;
 - d. Other reasons of an appropriate and/or personal nature.
4. Granting of the Leave of Absence Without Pay is also dependent upon the availability of a qualified substitute employee and Board approval.

The length of a Leave of Absence Without Pay shall not exceed one (1) year. If leave is granted and the Full-Time Certificated Professional Teacher wishes to return to the District, they shall provide the District Office with notification of such intention to return no later than March 1 of the year of leave. Failure to provide notification by such timeline will result in the teacher not being automatically returned to the District. However, upon application to the Board and the determination of special circumstances by the Board, up to a one (1) year extension may be granted.

Expires: June 30, 2023

3.3 SECONDARY PREPARATION TIME

Each Certificated Professional Teacher assigned to a secondary school position shall have an average of forty-five (45) minutes of continuous duty-free preparation time each workday.

In the event that the building administrator is required to alter the normal building schedule, preparation time may likewise be altered.

Expires (2-yrs): June 30, 2024

3.4 ELEMENTARY PREPARATION TIME

Each Certificated Professional Teacher assigned to an elementary school position shall have an average of thirty (30) minutes of continuous duty-free preparation time each workday.

In the event that the building administrator is required to alter the normal building schedule, preparation time may likewise be altered.

Expires (2-yrs): June 30, 2024

3.5 APPEARANCE BEFORE THE EMPLOYER

No Certificated Professional Teacher shall be required to appear before the Board or its agents for disciplinary reason absent the Certificated Professional Employee being offered to have a representative present. In the situation of a requested meeting for disciplinary reasons, once a representative is present, the Certificated Professional Employee cannot refuse to meet with their Supervisor.

The only exception to such a requirement is if the Administrator has requested a Certificated Professional Employee's immediate presence in order to place the employee on a period of leave of absence associate with the health or safety of the school's student population.

Nothing in this section is interpreted or intended to be interpreted to preclude the meeting of a teacher and his/her Principal or other Administrator or Board in routine school affairs of favorable commentary/events.

Should a Certificated Professional Teacher feel that a meeting has transitioned into a disciplinary event, the Certificated Professional Teacher shall have the right to stop the meeting to seek representation, with the meeting resuming upon arrival of representation.

Expires (2-yrs): June 30, 2024

3.6 GRIEVANCE POLICY FOR CERTIFIED EMPLOYEES

PURPOSE

The purpose of this grievance policy is to provide an equitable method for certified staff of School District No. 193, who has reason to believe the District is in violation of any District policy or terms of this employment contract, to bring their grievance to the attention of the proper authority.

GUIDELINES

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall constitute the maximum and every effort will be made to expedite the process. Time limits herein designated may be extended by mutual written agreement between the individual(s)/grievant(s) and the Superintendent.

In the event a grievance is filed after May 10 of any school year, and strict adherence to the time limits may result in hardship to any party, all parties should work towards an expedient solution to the grievance.

Any grievance not commenced under the provisions herein stipulated within fifteen (15) days after the grievant knew of the conditions upon which such grievance is based shall be null and void.

If a grievant fails to appeal a decision at any level within the prescribed time limits, the grievant shall be deemed to have waived the right to further processing of that grievance. Such time limit shall be ten (10) days after the conclusion of the preceding step.

If the administration, at any level, fails to respond within the prescribed time limits, the grievance may be advanced to the next step of the procedure.

Problems connected with evaluation, probation, and discharge procedures of certificated personnel, as well as for hearings and appeals including legal representation, for certificated staff members who feel that their rights in relation to employment have been violated are not considered grievable under this procedure. Provisions for such are provided for in Sections 33-513, 33-514, 33-514A, 33-515, 33-515A, 33-516, 33-1209, Idaho Code.

Copies will be filed in triplicate by the grievant as follows:

- ◆ One (1) copy to the party against whom the grievance is being filed,
- ◆ One (1) copy to the appropriate administrator,
- ◆ One (1) copy to the Clerk of the Board, who in turn, is responsible for distributing copies to the District Superintendent, and each Trustee. A copy may also be given to District Contracted Lawyers.

No other copies of the grievance will be released to a third party, without mutual written agreement of the parties involved.

No reprisals of any kind will be taken by the Board or administration against any employee because of his or her participation in this grievance procedure.

A written grievance shall meet the following specifications:

- a. It shall be specific.
- b. It shall contain a synopsis of the facts giving rise to the violation or misinterpretation.
- c. It shall contain the specific section of the policy or regulation, which shall allegedly have been violated.
- d. It shall state the relief requested.
- e. It shall contain the date of the alleged violation.
- f. It shall be signed by the grievant.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Such documents will be addressed pursuant to the provision of Section 33-1210, Idaho Code, upon separations of employment.

A grievance may be withdrawn at any level without establishing precedent.

At any step in the grievance process, representatives and/or witnesses may be present if requested by either party.

DEFINITIONS

A grievance is a belief that an agent of the Board of Trustees of School District No. 193 has violated District policy or terms of this employment contract.

Aggrieved party or person: “aggrieved party or person” is a certified employee of School District No. 193.

Party in interest: a “party in interest” is a certified employee who might be required to take action, or against whom action might be taken or the Board of Trustees in order to resolve a grievance.

Day: a “day,” as used in this grievance policy, means any day Monday through Sunday exclusive of holidays.

LEVELS OF RESOLUTION –

1. Grievance is submitted to the Building Principal for potential resolution. If the issue isn't resolved, the complainant/grievant needs to contact the School District Superintendent.
2. Grievance is submitted to the Superintendent or designee for potential resolution. If the issue isn't resolved, the complainant/grievant should contact the Board Clerk and ask to be heard by the School Board of Trustees.
3. Grievance is submitted to the School Board for potential resolution. The Board is not required to hear any complaints or grievances, but should the Board decide to hear the complaint or grievance, the Superintendent or Board Clerk will be directed to place the complainant/grievant on the next regular or special board meeting agenda.
4. The complainant/grievant will be contacted of the date and time of the board meeting.
5. The levels of resolution must be followed at each level before the complaint moves to the next level, otherwise the complaint will be dismissed for failure to follow the policy.
6. The Board's decision is final.

PROCEDURES - These procedures are to be followed:

1. At each step, the grievance and the response to the grievance will be in writing.
2. The grievant will, at their discretion, have the right to Association and/or legal representation at each step.
3. Unless mutually agreed, no more than ten (10) days shall pass between each level. Failure to answer at any step will allow the grievant to proceed to the next level.
4. It is mandatory that the Grievance Procedure Form itself be completed and submitted along with other written correspondence for the grievance to be valid. If the form isn't submitted, the grievance will be considered null and void.

5. The Board's decision is final, and no further action(s) will be taken.

PROCEDURE BY-PASS

Grievances involving two (2) or more employees, grievances involving an administrator above the building level, or those grievances promulgated by the Board may be initially filed at Level 2 of the procedure.

Expires (2-yrs): June 30, 2024

3.7 CERTIFICATED PROFESSIONAL TEACHER SICK LEAVE

Each Certificated Teacher of the District shall be entitled to Sick Leave with full pay of one (1) day for each year for each month of service or major portion thereof. Any unused Sick Leave shall be accumulated from year-to-year.

A Certificated Teacher shall be allowed to use Sick Leave when such absence is due to illness or death in the individual's immediate family within the home, son, daughter, or spouse. Sick Leave may also be used for the serious illness or death of the individual's family; father, mother, brother, sister, or foster/step parent.

For absences due to other causes as well as absences beyond the period of accumulated Sick Leave, approved Sick Leave Bank, or other accrued paid leave, the Certificated Teacher shall forfeit a corresponding sum equal to the Certificated Employee's current contractual daily rate of pay of his/her annual salary for each such day of absence.

Part-time Certificated Teachers shall accrue Sick Leave proportionately to their contract status.

1. The District may require proof of illness adequate to protect the District against malingering and false claims of illness.
2. The District shall not provide compensation for unused sick leave.
3. The Certificated Professional Teacher is entitled to the maximum allowance of sick leave, per year, commencing on the first day of employment.
4. Should a Certificated Professional Teacher cease to work for the District prior to the completion of the Contract Year, and the maximum allotted sick leave has been used, the Certificated Professional Employee shall forfeit a day's salary for each Sick Day taken in excess of the entitlement as per Section 33-1216, Idaho Code.
5. A certificated Professional Teacher's unused Sick Leave shall be accumulated from year-to-year, so long as the individual remains continually in the service/employment of the District. Such accumulated Sick Leave shall be available to the employee, to the extent permitted by law, in transferring to another public school district, or to the extent permitted by law, for post-retirement insurance premium costs.
6. Repeated use of Sick Leave may not be used at the end of the last year of employment

unless a physician's medical excuse is provided to the District.

Expires: June 30, 2023

4. COLLABORATION

4.1 DISTRICT/ASSOCIATION EDUCATIONAL COLLABORATION

The District and the Association shall collaborate to provide educational opportunities to the District's Certificated Teachers regarding the following issues:

1. Suicidal Ideation Reporting Obligation
2. Abuse, Abandonment, and/or Neglect Reporting Obligation
3. The Code of Ethics for Idaho Professional Educators
4. Bullying/Cyber-Bullying, Harassment, and Intimidation – Statutes, District Policy, and the Administrative Procedure Act
5. Implementation of District's Salary Schedule and modifications, from time to time associated with the Career Ladder
6. Classroom Management and Student Discipline Interventions
7. A member of the MHEA shall be a participant on the District Policy Committee – such member shall be selected by the Association
8. During the 2022-2023 SY, a member of the MHEA shall be a participant in an Administrative Committee to create a procedure to address mid-year contract leave and or resignation
9. Any other areas mutually identified

Expires: June 30, 2023

4.2 DISCIPLINE IN THE SCHOOLS

For the 2022-2023 school year, the District's Building PBIS Working Groups will be engaged in productive work in each of the individual school buildings. The goals of such program will be to:

1. Define behavioral expectations of students within each school building.
2. Direct instruction of behavioral expectations to students within each school building.
3. Implement a reward system for appropriate student behavior within each school building.
4. Implement a continuum of consequences for problematic student behavior within each school building.

5. Utilize a system of data collection associated with student behaviors to aid the building's personnel in review of the effectiveness of activities associated with the goals of improving student behavior.
6. Each individual school building shall provide a periodic report to the District's Administration regarding the areas of success and areas that are still in need of improvement relating to student.
 - A. With areas that remain in need of improvement, each individual school building will develop plans for targeted activities associated with desired behavior improvement goals.
7. At the determination of each individual building team, additional building training, professional development activities and/or staff supportive activities may be conducted.

Expires: June 30, 2023

4.3 ASSOCIATION ACTIVITIES

1. **BOARD MEETINGS** – The Association has the right to be placed onto the agenda for regularly scheduled monthly board meetings pursuant to the following procedure:
 - a. **AGENDA.** The Association President must inform the Clerk of the Board of the Association's desire to be placed onto the agenda for the regularly scheduled monthly board meeting by 3:00 p.m., on the Thursday the week before the regularly scheduled meeting.
 - b. **SUBJECT MATTER.** The Association President shall advise the Clerk of the Board of the subject matter the Association wishes to address and include a written statement as to the general information of what is to be addressed. In identification of such subject matter, the Association needs to be cognizant of Open Session topics versus Executive Session topics, as well as whether or not the Association has properly advanced an issue through the District's Chain of Command prior to raising a matter with the Board.
2. **MINUTES OF BOARD MEETINGS** –
 - a. Upon approval by the Board, minutes of board meetings will be available on the District's website for all Certificated Professional Teachers to review.
3. **PUBLIC RECORDS** –
 - a. Any documentation that is public record under the Idaho Public Writings Act is available to the Association, as to any other individual or entity, at the District's Offices. Consistent with the Idaho Public Writings Act, reasonable copy costs, and reasonable staffing costs may be assessed.
 - b. Should the Association engage in a survey of membership associated with matters involving the school's operations, and if the District's Administration requests information of a copy of such survey results, the Association's President shall meet with the District's Superintendent to discuss such survey results and may, at the

Association President's discretion, provide a copy of the survey questions and survey results to the Superintendent.

- c. The Association recognizes and acknowledges that any communication of the Association, its Elected Representatives, and Membership through use of the school's bulletin boards, school mailboxes, and school email or school mail system is not private and further is a public record, which may have to be produced to an individual or entity upon a proper request to the District.

4. COMMUNICATIONS –

- a. **AUTHORIZED USERS.** By the end of September 2022, the Association President shall provide the District's Superintendent with a list of currently elected Association Leadership and Building Representatives for whom the authorizations in this paragraph apply. If any changes occur, a notice will be provided.
- b. **BULLETIN BOARDS.** Elected Representatives of the Association shall be permitted to post notices of Association Activities and Association Informational Materials on designated teacher bulletin boards.
- c. **DISTRICT EMAIL.** Elected Representative of the Association shall be permitted to have limited access to the District's email system for direct communications with Association Members relating to Association Activities and Association Informational Materials.
 - This use must not interfere with District Operations of any individual Certificated Professional Employee's performance of their job responsibilities.
 - This use must be consistent with the District's Computer and Network Services Policy, Computer and Network Services Procedures and Forms, and any related Staff Agreements.
- d. **DISTRICT MAIL.** Elected Representatives of the Association shall be permitted to have limited access to the District's Mail Service between buildings and the related teacher mailboxes for communication to Association Members and periodically and on a limited basis to all District Teachers (i.e. Back to School Activities, Card Count).

5. USE OF SCHOOL BUILDINGS –

- a. Elected Representatives of the Association will be permitted to hold Association meetings on school property (with the exception of teacher workrooms in each building) as follows:
 - Such use does not disrupt school personnel, school operations, or other scheduled activities or operations at the school, and shall not occur during school contract hours (Section 1.5) without prior written approval.
 - Prior to scheduling such meetings, the Elected Representatives of the Association shall confirm availability with the Building Principal for scheduling purposes.
 - To the extent applicable during the 2022-2023 school year, all association

meetings will follow all current health and safety mitigating requirements.

6. ABUSE OF ASSOCIATION ACTIVITIES AND COMMUNICATIONS PRIVILEGE

– Misuse or abuse of any of the communications privileges or association activities outlined in this section may result in individual disciplinary action to a Certificated Professional Employee, limitations on use for the Association and its Elected Representatives, as well as possible mandated reporting of a violation of the Code of Ethics for Idaho Professional Educators. Ground rules for such use are as follows:

- a. Use of school facilities, school bulletin boards, school mailboxes, and school email must be consistent with the provision of Idaho Law and the Code of Ethics for Idaho Professional Educators.
- b. The Association, Elected Representatives, affiliates, and representatives shall not utilize school property, including bulletin boards, mailboxes, or email for the advocacy of political views or for any political purpose.
- c. Should any Certificated Professional Teacher request that the Association Elected Representatives, affiliates, and representatives cease from sending them communication, seeking out their involvement or participation, or addressing possible membership, such request will be fully and completely honored, with no reprisal to the Certificated Professional Teacher making such requests.
- d. The Association, Elected Representatives, affiliates, and representatives shall not directly solicit new members to the Association during a teachers' contractual day (Section 1.5).

If the Board, Superintendent, or other Administrator receives a complaint about the communication and/or association activities, including during membership recruitment, or card collection for negotiations, or if there is a concern about a violation of any of the above provision, the Superintendent or designee shall notify the Association President of the expressed concern, including identification of the building where such alleged concern arose and a general statement as to the issue that was raised. This notification shall occur in person or in a written communication. The Superintendent or designee may request a meeting with the Association President in an effort find a solution regarding alleged concern. Such solution may include cessation of the use of the District's email (in whole or in part), mail service, and/or teacher mailboxes (in whole or in part) for any Association business.

Should the Association be denied access to any school building or believe that there has been a misapplication of the provisions stated in this provision, the Association President shall notify the Superintendent of the concern. This notification shall include identification of the building where such alleged concern arose and a general statement of the event at issue. This notification shall occur in person or in a written communication.

Expires: June 30, 2023

4.4 DISTRICT EVALUATIONS/CAREER LADDER EDUCATION TEAM

The Board and the Certificated Professional Teachers recognize the importance of the Evaluation Program at the District and its impact upon the quality of education provided to the District's students and the ability to improve the instructional quality of the Certificated Professional Employees of the District. Likewise, the Board and Certificated Professional Teachers recognize the importance of the Evaluation Program in light of the state's new Career Ladder funding and continued modifications to the Career Ladder Reimbursement Statute.

The Board and the Certificated Professional Teachers of the District recognize that there have been substantial changes to the State's mandates regarding teacher evaluations and that such will continue to evolve associated with the creation of Advanced Professional Status.

The parties to this Agreement likewise agree and understand that there are financial limitations and personnel limitations that impact upon an evaluation program and thus the Board wishes to have the most effective program that serves the various purposes of the Evaluation Program.

Due to the historical changes to the Career Ladder, including the addition of the Advanced Professional rung, a committee shall be created to review the Career Ladder and how such impacts upon the District's Evaluation Tool. This Committee shall exist only in the event the MHEA, through its President/Co-Presidents, makes a written request to the District's Superintendent. If such a Committee is created by the District, the Committee shall include a member of the MHEA, selected by the Association. This Committee's report, which shall include input from Certificated Professional Teaching Educators, will be one of the "opportunities for input" sought out by the Board if the Board seeks to amend or review the District's policies for teacher performance evaluations pursuant to IDAPA 08.02.02.120.

Expires: June 30, 2023

4.5 2022-2023 SALARY SCHEDULE COMMITTEE

During the 2022-2023 school year, the District's Administration and District's Certificated Professional Teachers shall meet to address possible future modifications to the structure of the District's Schedule, for recommend to the negotiations teams for the 2023-2024 school year.

- a. Administration, as defined for this section, shall include, but not limited to, the District's Superintendent, Business Manager, and up to two (2) additional designees, one (1) administrator and one (1) MHEA member as selected by the District's Superintendent. With the exception of the Business Manager, none of the Administration's representatives shall serve on the 2023-2024 bargaining team.*
- b. District Teachers, as defined for this section, shall include, but is not limited to, two (2) officers of the MHEA Executive Board and up to two (2) additional certificated teachers as selected by the MHEA. With the exception of the MHEA President, none of the teachers' representatives shall serve on the 2023-2024 bargaining team.*
- c. Representatives from each team must reflect both elementary and secondary grade*

levels. Each team must have the same number of members.

- d. Such meetings shall be held open to the public and in accordance with the Open Meeting Laws of the State of Idaho.*
- e. Meetings shall be held every 2nd Monday of each month, beginning October 2022. The committee shall meet monthly through to the commencement of negotiations unless prior to such date the committee members are in agreement with a recommendation of a schedule for the 2023-2024 school year. The committee shall present its recommendation in open session to the negotiations teams in the first negotiation session.*
- f. Both Parties shall attend and confer in good faith.*

Expires: June 30, 2023

5. ACCEPTANCE

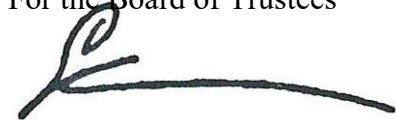
5.1 ACCEPTANCE

This Agreement is made and entered into this 30th day of August 2022, by and between the Board of Trustees of the Mountain School District and the Mountain Home Education Association.

This Agreement shall be binding upon the parties and the parties warrant and represent that ratification has occurred by the respective entities.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as follows:

For the Board of Trustees



Chairman of the Board of Trustees

For the Association

[signed]

President/Lead Negotiator

Expires: June 30, 2023

EXHIBIT A

CERTIFIED SALARY SCHEDULE – 2022-2023

Salary Proposal 8.0%, 8.5%, 10%, and Masters Stipend				
	Salary	Increase from 2021/2022	Increase %	Total Increase % with Step if Eligible
RP1	43,594	3,225	8.0%	
RP2	44,011	3,260	8.0%	9.0%
RP3	44,631	3,496	8.5%	9.5%
P1*	46,952	3,678	8.5%	14.1%
P2*	49,024	3,841	8.5%	13.3%
P3*	51,095	4,003	8.5%	13.1%
P4*	53,166	4,165	8.5%	12.9%
P5*	55,237	4,327	8.5%	12.7%
BA6*	57,446	4,500	8.5%	12.8%
BA7*	59,657	4,674	8.5%	12.7%
BA8*	62,970	4,939	8.5%	14.5%
MA9	65,611	5,965	10.0%	13.1%
MA10	71,844	6,531	10.0%	20.5%
*Master Stipend of \$1,000 for P1 to BA8				
Total Cost		1,278,007		

EXHIBIT B
COACHES/EXTRACURRICULAR STIPEND SCHEDULE – 2022-2023

Mountain Home School District #193										
Coaches Stipends										
Fiscal Year 2022-2023										
Years of Experience	Grade									
	A	B	C	D	E	F	G	H	I	J
1	1,270	1,397	1,524	1,777	2,031	2,285	2,539	2,793	3,047	3,555
2	1,308	1,438	1,569	1,831	2,092	2,354	2,615	2,877	3,138	3,662
3	1,347	1,482	1,616	1,886	2,155	2,424	2,694	2,963	3,233	3,771
4	1,387	1,526	1,665	1,942	2,220	2,497	2,775	3,052	3,330	3,885
5	1,429	1,572	1,715	2,001	2,286	2,572	2,858	3,144	3,429	4,001
6	1,472	1,619	1,766	2,061	2,355	2,649	2,944	3,238	3,532	4,121
7	1,516	1,668	1,819	2,122	2,426	2,729	3,032	3,335	3,638	4,245
8	1,561	1,718	1,874	2,186	2,498	2,811	3,123	3,435	3,747	4,372
9	1,608	1,769	1,930	2,252	2,573	2,895	3,217	3,538	3,860	4,503
10	1,657	1,822	1,988	2,319	2,650	2,982	3,313	3,644	3,976	4,638
11	1,706	1,877	2,047	2,389	2,730	3,071	3,412	3,754	4,095	4,777
12	1,757	1,933	2,109	2,460	2,812	3,163	3,515	3,866	4,218	4,921
13	1,810	1,991	2,172	2,534	2,896	3,258	3,620	3,982	4,344	5,068
14	1,864	2,051	2,237	2,610	2,983	3,356	3,729	4,102	4,475	5,220
15	1,920	2,112	2,304	2,689	3,073	3,457	3,841	4,225	4,609	5,377
16	1,978	2,176	2,374	2,769	3,165	3,560	3,956	4,352	4,747	5,538
17	2,037	2,241	2,445	2,852	3,260	3,667	4,075	4,482	4,890	5,705
18	2,180	2,398	2,616	3,052	3,488	3,924	4,360	4,796	5,232	6,104
Column	Assignment	Column	Assignment	Column	Assignment					
A	9-12 Asst Marching Band	E	9-12 Marching Band/Choral	H	9-12 Band Director					
A	YearBook Advisor	E	9-12 Asst Tennis	H	9-12 Choral Director					
B	JH & HMS Band	F	9-12 Asst Baseball	H	9-12 Asst Basketball					
B	JH & HMS Choral Director	F	9-12 Asst Softball	H	9-12 Head X Country					
B	7-8 Asst Basketball	F	9-12 Asst X Country	H	9-12 Head Tennis					
B	7-8 Asst Football	F	9-12 Asst Soccer	I	9-12 Head Baseball					
B	7-8 Asst Track	F	9-12 Asst Cheerleader	I	9-12 Head Softball					
B	7-8 Asst Volleyball	F	9-12 Asst Track	I	9-12 Asst Football					
B	7-8 Asst Wrestling	F	9-12 Asst Volleyball	I	9-12 Head Soccer					
B	JH Asst X Country	F	9-12 Asst Wrestling	I	9-12 Head Track					
C	7-8 Head X Country	F	Asst Speech/Debate	I	9-12 Head Wrestling					
D	7-8 Head Basketball	G	9-12 Drama	J	9-12 Head Cheerleader					
D	7-8 Head Football	G	Flag Corps	J	9-12 Head Basketball					
D	7-8 Head Track	G	9-12 Speech/Debate *	J	9-12 Head Volleyball					
D	7-8 Head Volleyball			J	9-12 Head Football					
D	7-8 Head Wrestling									
*	Stipend paid per semester									
Receive 1 (one) year credit for every 2 (two) years of experience outside of District										
Assistant coach moving to head coach: receive 1 (one) year for every 2 (two) years experience as an assistant coach										
All experience must be activity specific										
Coaches at the 7-8 level moving to 9-12 level receive 1 (one) year for every 2 (two) years experience at the 7-8 level										