

NEGOTIATION MINUTES
May 15, 2017

BOARD/DISTRICT PRESENT: Amy White, Eric Abrego, Ralph Binion, Albert Longhurst, Will Goodman, Cliff Ogborn

MHEA PRESENT: Topher Wallaert, Rosemary Ash, Luke Franklin

OTHERS PRESENT: Denise Weis, Jan Hughes, Rita Olson

MINUTES: Sharon Whitman

NEGOTIATIONS STARTED: 3:30 p.m.

These negotiation minutes are a synopsis of the conversations of the negotiation meeting. The negotiation meeting was recorded and a copy can be obtained from the Clerk of School Board of Trustees (Sharon Whitman). A copy of the audio is posted on the school district website under Departments, School Board, Master Agreement & Negotiations, within a reasonable amount of time after the negotiation meeting.

When referencing the Board and/or the District Administration Office, the term “Board” or “District” will be used. When referencing the Mountain Home Education Association, the term “MHEA” or “Association” will be used.

Where the term “master agreement” is used, the true name of the document is Collective Bargaining Agreement (CBA) and may be used in place of it.

For additional information, please contact either the MHEA (Topher Wallaert) or the District Administration Office (Albert Longhurst or Sharon Whitman).

1. Welcome

- Both parties agreed to the proposed agenda.

MHSD & MHEA Negotiations Meeting Agenda 5/15/17	
Item 1:	Welcome
Item 2:	Confirm Majority Representation
Item 3:	Team Introduction
Item 4:	Review Proposed Ground Rules
Item 5:	Address Negotiations Minutes
Item 6:	Public Records Request Status
Item 7:	Review Non-Rolling Two Year Proposals continuing to June 2018
Item 8:	First Proposals, If Any
Item 9:	Set next meeting date and time Set Financial Status/Budget Presentation Set Insurance Committee Report Set next meeting Agenda
Item 10:	Adjourn

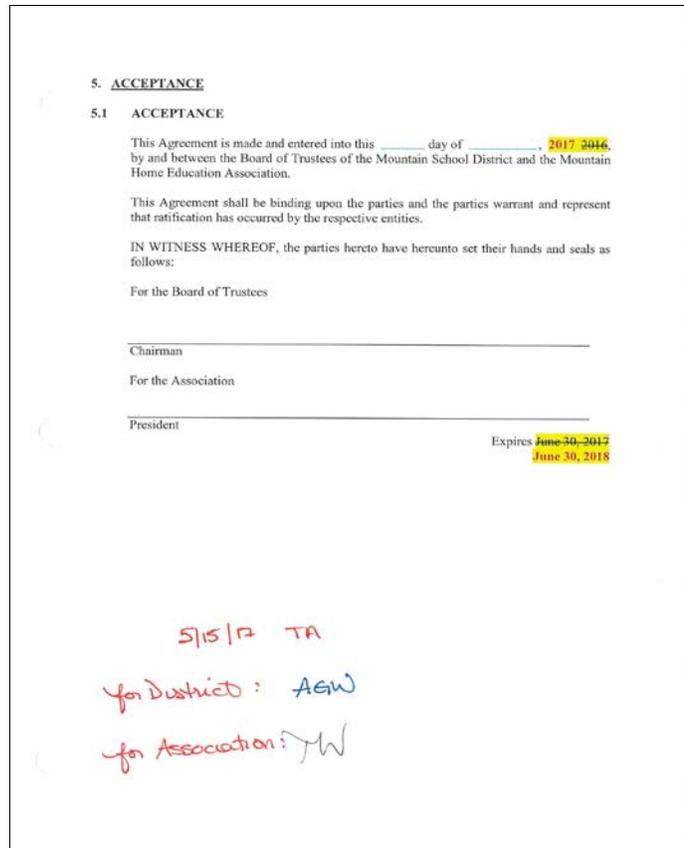
2. Confirm Majority Representation
 - Confirmation of Majority Representation was received.
3. Team Introduction
 - Board/District: Amy White, Eric Abrego, Ralph Binion, Albert Longhurst, Will Goodman, Cliff Ogborn
 - MHEA: Tophier Wallaert, Rosemary Ash, Luke Franklin
4. Review Proposed Ground Rules
 - Both parties agreed.

PROPOSED GROUND RULES
2017-18 Negotiations

1. Treat each other with courtesy and respect, focusing on the issues and not the person.
 - A. It is ok to disagree and to vent – however, such should be directed to issues and not people.
2. Meetings shall start and end on time. If a delayed start is necessary, timely notice should be made to the extent possible. Meetings may be extended or postponed by mutual consent. In addressing meeting, time and location issues the parties must be cognizant of the open meeting and posting/notice requirements.
3. Each team has a spokesperson. The spokesperson may call on his/her other team members. All comments will be listened to and each participant shall have an equal voice in the process. All cell phones shall be on silent, absent disclosure and agreement of the parties.
4. Meetings, whenever possible, shall be agenda driven. The agenda for each successive meeting shall be established before the conclusion of each scheduled session. Each team may identify at least one agenda item for each session.
5. Each team shall make all best efforts to explain, clarify and answer questions relating to the matter of discussion. Further, each team will make all best efforts to provide accurate information in a timely manner as such is requested.
6. Requests for side bars will be allowed by mutual agreement as to topic and team members involved, if any, to facilitate the discussion at the table during negotiations.
7. Respect each team's request to caucus.
8. Minutes for Negotiations shall be kept by a board designee. The parties shall make all efforts to notify of errors contained in the Negotiations minutes. If the Association's team is not in agreement with the Negotiations minutes, the Association may submit a rebuttal set of minutes, which will be appended to the Negotiations meeting minutes. The rebuttal minutes of the Association are also subject to a Board attached rebuttal. The minutes of the Negotiations meetings will be subject to public records requests as will all submitted rebuttals.
9. Tentative agreements shall be in writing, initialed by both chief negotiators, dated, and included in the meeting minutes for the meeting during which the tentative agreement was reached. There is no ratification of tentative agreements until total agreement is reached by both teams.
10. Negotiations between the parties will be in open session. Ratification shall be pursuant to Idaho Code.
11. It is understood that each duly appointed team is empowered to draft language, negotiate, and reach tentative agreement on the issues.

5. Address Negotiation Minutes
 - None at this time.

6. Public Records Request Status
 - MHEA received their requested documents.
7. Review Non-Rolling Two-Year Proposals continuing to June 2018
 - Both parties reviewed and approved the non-rolling two-year proposals that would expire June 2018. (*See the CBA 2016-2017 for items that are two-year proposals*)
8. First Proposals
 - A. Board Prop 1 – Article 5 – Acceptance, Para 5.1 – Acceptance
 - ~ Amy – presented Board Prop 1 for approval.
 - ~ Topher – approved.



9. Other Proposals
 - A. Other possible proposals from both parties.
 - ~ Topher – the current CBA had no problems or issues, and with the exception of salary and benefits, asked if the other articles could be signed, and then we could move on to the financial aspect.
 - ~ Amy – clarified that the MHEA agreed to sign off on Article 1, Article 3, Article 4, and Article 5.
 - ~ Topher – replied yes, and stated that he had some ideas regarding finances that he wanted to share later.
 - B. Board Prop 2 – Article 4 – Collaboration, Para 4.1 – District/Association Educational Collaboration; Para 4.2 – Association Activities; Para 4.3 – District Evaluations/Career Ladder Education Team
 - ~ Amy – brought a draft proposal of Article 4 – Collaboration for approval
 - ~ Both parties reviewed and approved the changes including updating the dates, striking some redundant language, and changing the name of a referenced policy.

4. COLLABORATION

4.1 DISTRICT/ASSOCIATION EDUCATIONAL COLLABORATION

The District and the Association shall collaborate together 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 **New** Salary Schedule
6. Any other areas mutually identified

In addition to the matters addressed above, the District, for the **2017-2018 2016-2017** school year seeks to commence an Annual Policy, Code of Ethics, and Athletic/Activity Policy and procedure Review. While the District recognizes this activity will take a small period of time from each certificated employee, the purpose of such is to provide certificated employees with direction and guidance to assist in the performance of job duties and responsibilities. The Board will direct the District's Administration to prepare an annual policy and procedure review list for the staff. The annual policy review may be divided into employee groups so as to identify the policies and procedures for review that will be most beneficial to each employee group.

The District's Administration shall advise employees of the identification of policies and procedures for review and will forward a link to staff with directions for completing the review. All certificated employees will be required to sign off on the annual policy review verifying that they have read and are aware of the policies and procedures in their respective employee groups.

Expires **June 30, 2017**
June 30, 2018

4.2 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. ~~The Association President will be provided with an email copy of the approved board meeting minutes.~~
 - b. 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.
4. **COMMUNICATIONS** –
 - a. **AUTHORIZED USERS.** By the end of September **2017 2015**, 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, Network and Computer Use Policies, Network and Computer Use Procedures,** 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).

e. PUBLIC RECORDS. 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.

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.

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, 2017**
June 30, 2018

4.3 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.

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 in the past three years and that such may continue to evolve during the ~~2017-2018~~ ~~2016-2017~~ school year with the State Board of Education's development/amendment of the Rules to be included in the Idaho Administrative Procedures Act addressing evaluations and the impact of the Career Ladder for school district salary apportionment.

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.

Upon the issuance of new/amended State Board Rules relating to Evaluations and the Career Ladder, a committee shall be created to review the changes that have been implemented. This committee's report 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, 2017~~
June 30, 2018

TA 5/15/17

for District: ASW

for Association: JW

C. Board Prop 2 – Article 3 – Teaching Environment, Para 3.1 – Job Sharing; Para 3.2 – Leave Without Pay; Para 3.3 – Secondary Preparation Time; Para 3.4 – Elementary Preparation Time; Para 3.5 – Appearance Before The Employer; Para 3.6 – Grievance Policy Certified Employees; Para 3.7 – Certificated Professional Teacher Sick Leave

- ~ Amy – brought a draft proposal of Article 3 – Teaching Environment for approval.
- ~ Both parties reviewed and approved the changes including adding some language from Idaho Code 33-1210, pertaining to all files relating to a teacher such as grievance and investigative documents becoming part of personnel files upon a teachers departure from a school district, and for clarification, transparency, and to ensure the CBA was compliant with State Statutes.

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 1st 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 1st.

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 all 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.

Expires ~~June 30, 2017~~
June 30, 2019

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 Without Pay 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 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. 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, 2017~~
June 30, 2018

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, elementary preparation time may likewise be altered.

Expires ~~June 30, 2017~~
June 30, 2019

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, elementary preparation time likewise be altered.

Expires ~~June 30, 2017~~
June 30, 2019

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 ~~June 30, 2017~~
June 30, 2019

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 have 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, District Assistant 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 separation 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.
2. Grievance is submitted to the Superintendent or designee for potential resolution.
3. Grievance is submitted to the School Board for potential resolution.

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 ~~June 30, 2017~~
June 30, 2019

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, 2017~~
June 30, 2018

5/15/17

for Association: *AGW*

for District: *AGW*

D. Board Prop 3 – Article 1 – Agreements; Para 1.1 – Association Representative Status; Para 1.2 – Negotiations Procedures; Para 1.3 – Requests to the District Insurance Committee; Para 1.4 – District Solutions Team; Para 1.5 – Time Period Certificated Professional Teachers Are To Be At School; Para 1.6 - Agreement

- ~ Amy – brought a draft proposal of Article 1 – Agreements for approval.
- ~ Discussion began regarding insurance such as rates and premiums being grandfathered no matter the decision of the senate.
- ~ Both parties reviewed and approved the changes including striking language referencing the Affordable Care Act.

1. AGREEMENTS –

1.1 ASSOCIATION REPRESENTATIVE STATUS

The Board acknowledges that for the purpose of negotiations for the Negotiated Agreement for the ~~2017-2018 2016-2017~~ 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 the Idaho Code Idaho Code for the ~~2017-2018 2016-2017~~ 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, 2017~~
June 30, 2018

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, 2017~~
June 30, 2018

1.3 REQUESTS TO THE DISTRICT INSURANCE COMMITTEE

Due to the historical fluctuations in health insurance premiums and changes in the health insurance industry ~~to the Affordable Care Act and legal interpretation of such law~~ 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 2018 2017~~.

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

ARW

~~Research all possible carrier providers for all coverage (medical/dental/vision) with a survey of all associated providers and premium costs.~~

~~Identify the health care providers at the Mountain Home region who are medical providers under each of the respective health plans.~~

~~Identify other local school districts using the same carrier providers and obtain information as to the satisfaction of the District and of the employees who are using those providers.~~

~~Research the impact of premium and overall financial costs associated with dropping a provider if providing a lower savings.~~

~~Engage in a background check, including DDE review, of any new carrier/contract being considered.~~

~~Research the impact to all District employees associated with the possibility of the business securing a new contract.~~

~~Engage in a cost/benefit analysis with regard to increased premium costs and the possible options of deductibles.~~

~~Research the impact of Wellness Plans on the premium costs to the District.~~

~~Research regarding employee satisfaction with the current insurance carrier.~~

The Insurance Committee should commence its work on or before ~~February 2018~~ November 2016, with at least one (1) retired person sitting on such committee. Should the parties to this Agreement enter into negotiations for the ~~2017-2018 2016-2017~~ contract year, it would be the request that each party's organization team include a member of the District's Insurance Committee.

Expires ~~June 30, 2017~~
June 30, 2018

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.

Expires ~~June 30, 2017~~
June 30, 2018

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, 2017~~
June 30, 2018

1.6 AGREEMENT

RATIFICATION/EFFECTIVE DATES

Upon joint ratification, this Agreement shall become effective ~~July 1, 2017~~ ~~July 1, 2016~~, and shall expire on ~~June 30, 2018~~ ~~June 30, 2017~~, unless otherwise specifically stated by section, in which case such shall expire on ~~June 30, 2019~~ ~~June 30, 2018~~.

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, express or implied, not embodied herein shall be and are 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 that 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 this 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, 2017~~
June 30, 2018

5/15/17
for Association: JW
for District: ASW

- E. Article 2 – Compensation
- ~ Amy – we have agreed on Articles 1, 3, 4, and 5, so all we have left is Article 2 – Compensation.
 - ~ Topher – asked what insurance might look like this year
 - * Cliff – responded that it looked like there would be a zero percent (0%) increase in insurance this year.
 - ~ Cliff – the Insurance Committee hasn’t met, but we don’t plan to change the design or the benefits. We [MHSD] are completing the first year of a high deductible and we are looking at ways to incentivize high deductibles for employees so that they can “shop” for medical practices that benefit them.
- F. Board Prop 3 – Article 1 – Agreements; Para 1.1 – Association Representative Status; Para 1.2 – Negotiations Procedures; Para 1.3 – Requests to the District Insurance Committee; Para 1.4 – District Solutions Team; Para 1.5 – Time Period Certificated Professional Teachers Are To Be At School; Para 1.6 - Agreement
- ~ Amy – brought a draft proposal of Article 1 – Agreements for approval.
 - ~ Discussion began regarding insurance such as rates and premiums, Affordable Care Act and it’s possible replacement, etc.
 - ~ Amy – stated that Topher attended the budget workshop.
 - ~ Topher – His understanding of where the District is budget-wise and understanding that the focus is General Funds, he wanted to see options of how teachers could support the General Fund.
 - ~ Amy – what is your understanding of what the increase is for operational funding for next year?
 - ~ Topher – we’ve [MHSD] had a major increase in certain areas of operational funding that we are not being reimbursed. We know the budget is at a low point and we need to work to increase the budget for operational purposes. I learned a lot from attending the budget workshop such as the funding aspects of the different accounts.
 - ~ Amy – isn’t it insane with all the little line items and where they must go?
 - ~ Topher – it’s absolutely insane and with everything that has to be accounted for is ridiculous. I understand the high operational cost and how the state funds us does not cover our operational costs. We, the MHEA, need to realize that for this district to work, it must be a team effort, working together to achieve the same goal, etc. I believe that we [MHEA] don’t always get what we want, but that doesn’t mean we can’t negotiate.
 - ~ Amy – yes, keep the discussion going.
 - ~ Amy – you told me what I needed to hear regarding the budget, the line items, the fact that Discretionary money isn’t really discretionary, etc.
 - ~ Topher – compensation looks a lot differently at the state level than it does here at District level. Many people can’t quite wrap their heads around that, which is why I’m glad I’m sitting here because I understand that what we get in the District is more than what is being reimbursed by the state. That is why it’s important that we work as a team.
 - ~ Amy – You said you want to talk about some ideas.
 - ~ Topher – I understand that the General Fund is a very important piece of the budget, and we are behind in receiving Impact Aid, as well as trying to alleviate ourselves from depending on Impact Aid, but if Impact Aid stops, we are in trouble.
 - * Topher – continued to explain that we [MHSD] needed to get the General Fund to a place where we can work.
 - * Topher – discussed the Career Ladder and how the State is apportioning a certain percentage to the Career Ladder, and that there is a certain percentage that goes towards teachers’ salaries, and a certain percentage to administrator’ salaries.
 - * Topher – if we make it a team effort to make the General Fund a priority because it affects all of us, maybe consider compensation of this year towards what we might be able to do with the General Fund.
 - ~ Eric clarified that Topher was talking about the Fund Balance.

- ~ Topher – added that he understands that the District is slowly trying to reduce the amount of the Supplemental Levy.
- G. Topher – had an idea of what can be done percentage-wise with compensation that teachers have coming this year, teachers have expressed an interest in having a Longevity Step added to the bottom three cells.
 - ~ Discussion began about the bottom three cells in which teachers are “bottomed-out” regarding salaries, the purpose of adding a Longevity cell, what would define Longevity, what would be required to qualify for Longevity, who would qualify, etc.; possibly have a Longevity Stipend instead of a Step, etc.
 - ~ Amy – clarified that the Association wanted to explore the concept of a Longevity Stipend.
 - ~ Discussion began regarding the number of teachers who might qualify for the Longevity Stipend and the stagnated cells on the Career Ladder,
- H. Topher – what was the percentage that the state had allocated towards teachers’ salaries?
 - ~ Cliff – wasn’t certain of the exact figure, but thought it was somewhere around 3%, he added that the State funded a different percentage amount by the Career Ladder cell.
 - ~ Topher – what if we take that percentage and split it between teachers’ salaries and the General Fund?
 - * Cliff – you have to consider Steps and Lanes, because that percentage increase is being incorporated into the budget by allowing teachers to move over Lanes or Step down in experience, so we’ve already consumed that amount in the Steps and Lanes that we have in the budget.
 - * Ralph – clarified that Topher was saying that basically, 2% percent would be for teachers’ salaries and the rest would be put into the General Fund.
 - * Cliff – we have already sort of done that, we included the Steps and Lanes as the pay component, and the remainder was going to be earmarked for the Fund Balance.
- I. Cliff – explained the importance of having a 9% Fund Balance. He informed everyone that we currently only have enough money for about one month’s worth of operations including salaries, benefits, accounts payable, etc. He added that with the current Fund Balance of \$420,000, which is only about 20% of the \$1.9 million needed in the Fund Balance. If we continue as is, we won’t get to the 9% Fund Balance until the year 2023. We are dividing the state apportionment into the Pay Component and into the Fund Balance.
 - ~ Luke – you [District] already dig into Discretionary Fund, so that is the first places to look before you start pouring salary-based apportionment into the Discretionary Fund.
- J. Topher – I have one other proposal, possibly add a line to the CBA. We [MHEA] would like a line added in which teachers would evaluate administrators, or have a say in the evaluations.
 - ~ Topher – there has been some issues in some of the buildings in which we [teachers] are not comfortable going to the administrator in fear of repercussions, as based on our evaluations, and based on how we might be treated. We [teachers] feel that we are evaluated as teachers to become better teachers...at least that is how it should be done; however, for a very long time evaluations have been held over our [teachers] heads, so we feel that we don’t really have a say when it comes to the administrators in our building.
 - ~ Amy – so you [MHEA] are going to bring language on that for the next meeting.
 - ~ Eric – is there a line in the CBA that states evaluations would take place for administrators?
 - * Topher – there is no line.
- K. Amy – is there anything else that you want to discuss.
 - ~ Topher – no, not really.

10. Set Next Meeting Date, Time, & Agenda

- May 22, 2017, at 3:45 p.m., at MHJH
- Both parties agreed that they didn’t need an Insurance Committee report or a repeat of the budget presentation
- Agenda: Salary Schedule. Board/MHEA’s Longevity Language proposal, & MHEA’s Administrative Evaluations Language proposal

11. Adjourn: 4:20 p.m.