



MOUNTAIN VIEW SCHOOL DISTRICT #244

2020-21

NEGOTIATED AGREEMENT

Between

CENTRAL IDAHO EDUCATION ASSOCIATION

*an affiliate of the
IDAHO EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION*

and

MVSD #244 BOARD OF TRUSTEES

NEGOTIATED AGREEMENT

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ARTICLE I

LEAVES

1.1 SICK LEAVE

Each full-time teacher shall receive ten (10) days of sick leave per school year and shall accumulate without limit. This accumulation does not imply or in any way guarantee continued employment. The annual sick leave will be awarded at the beginning of each new employment year.

Purpose

a) Sick leave is to be used for absences caused by personal illness or emotional upset caused by accident or illness or circumstances which render the employee incapable of carrying on his/her teaching duties, including employee childbearing; or absence due to illness of a member of an individual's family. After one week of absence, the school district may require a licensed physician's statement.

1.2 SICK LEAVE BANK

a) Purpose

The purpose of the Sick Leave Bank is to provide short term pay benefits to members of the Bank, who have exhausted their accumulated leave but are in need of additional leave for absences caused by accident or illness which render the employee incapable of carrying on his/her teaching duties.

To participate, each non-vested employee shall, prior to October 1 of each year, contribute at least one (1) sick leave day. After five (5) total days of contributions, an employee will be considered vested in the bank, and may remain a member in good standing without further contributions. If, however, the bank falls below 180 days, every member in good standing shall be assessed one (1) sick leave day. These days do not count towards donation days for initial vestment. Sick leave days thus contributed shall be deducted from the individual's accumulated sick leave. A member terminates his/her membership by: 1) not contributing when the bank falls below 180 balance, or 2) not contributing a minimum of 1 day per year if not yet at vested status. If a member chooses to terminate membership from the bank and then rejoin at a later date, said member will lose prior vested status and must begin contributing to the bank as a first-year member. The contributed sick leave days shall form a bank of sick leave days which will be available to all eligible professional employees for a qualifying illness/accident.

b) Definitions

- The word "days" will be defined as contractual days.
- Qualifying illness/ accident - extended absence from work necessitated by personal illness, caused by accident, or circumstances which render the employee incapable of carrying on his/her teaching duties, or absence due to illness of a member of the individual's family extending beyond the employee's accumulated sick leave
- Non-vested member- employee who has contributed to the bank in the current contract year but has not yet reached Vested status.
- Vested Member - employee who has contributed a minimum of 5 days to the sick leave
- Member in Good Standing - is a Vested Member OR is a Non-vested member who has contributed to the bank in the current contract year

c) The Bank shall accept voluntary donations of days above the regular contributions from members continuing their employment with the district prior to October 1 of the current school year.

d) A Sick Leave Bank committee will consist of the CIEA President, or the president's designee, plus one individual from Grangeville schools, one from Clearwater Valley schools, and one from the District Office. Sick Leave Bank Committee members will serve for a period not to exceed four (4) years. Grangeville will elect a new member to the Sick Leave Bank Committee starting with the 2020-21 school year, and Kooskia in 2021-22. The District Office may appoint a new representative as it deems necessary. The committee shall have the authority to establish such guidelines and procedures as it deems necessary to implement this program without formally opening negotiations.

e) Application for use of the Bank shall be submitted to the District Office. The application must contain a completed Health Care Provider Certification Form from a licensed physician at the time of application, and updates may be requested after a grant has been made. The District may request a second opinion from a licensed physician of its choosing, at a reasonable cost to the employee. After complete review of the application, the District shall have the authority to make final decisions within the guidelines as to the disposition of the case. Provisions of Idaho Code §33-1216, and §33-1218 apply.

- f) Applicant wishing to draw from the Sick Leave Bank will sign a statement of understanding acknowledging the philosophical goals and mission of the Sick Leave Bank.
- g) In order for a professional employee to be eligible for sick leave benefits from the Sick Leave Bank, the employee must first: (1) be a Member in Good Standing of the Bank, (2) have been absent from work due to a unique qualifying illness/accident of which they are under the care of a licensed physician (3) have used all accumulated sick leave days and personal leave days, and (4) have been absent from work for thirty (30) days due to a single occurrence of qualifying illness/accident, or injury, where either the employee has used sick leave, personal leave, or his/her salary was reduced in full for days absent. After the initial 30-day period, the member may apply for up to 30 days from the Sick Leave Bank. If a member needs more days after the initial 30 days granted, the member must submit an application with an updated physician's statement in order to apply for an additional 30 days from the Bank.
- h) The maximum number of days which may be granted to any one employee from the Sick Leave Bank in any one (1) school year will be 60 days or the remaining number of days an employee is scheduled to fulfill their contract, or the number of days until the employee becomes eligible for short or long-term disability insurance payments, whichever is smaller. Any employee requesting days from the Sick Leave Bank must apply for disability benefits when eligible, as defined by the qualifying period. No days, or partial days, will be granted to the employee from the Sick Leave Bank for any days for which the employee receives disability payments. Determination of disability benefits will be the responsibility of the insurance carrier. An employee shall not receive more than his/her salary for that year.
- i) Bank grants will end at the termination of the school year or termination of employment. If a professional employee does not use all the days granted by the Bank, the unused sick leave days will be returned to the Bank.
- j) Per unique qualifying illness/accident, any employee that has used more than thirty (30) days from the Sick Leave Bank in the current contract year will only be eligible for up to thirty (30) donation days from the Sick Leave Bank for the following contract year for the same unique occurrence.
- k) After applicant has been granted five (5) days or more in one (1) school year, applicant is required to repay the sick leave bank one (1) day for every five (5) days used. Repayment days must be paid back no less than one day per year. Repayment days do not count toward donation days. If an employee opts out of the sick leave bank, the employee is still assessed the

repayment sick leave bank days. If employment is terminated in years following the use of the sick leave bank all repayment days will be required to be paid back by first deducting from the balance of sick days accrued by the employee; any remaining repayment days owed to the bank will then be paid back by deducting from the employee's salary at the current daily cost of a substitute (salary and trailing payroll benefit costs). All days repaid by the employee will be credited back to the Sick Leave Bank.

1.3 PERSONAL LEAVE

The Superintendent shall grant personal leave in an amount not to exceed three (3) days with full pay in any one school year upon the signing of a District No. 244 provided form which must be presented to the building principal at least 24 hours prior to the requested leave. Requests for use of more than one (1) consecutive day of personal leave must be submitted for approval to the building principal at least two (2) weeks prior to the requested leave dates.

One (1) day of catastrophic leave will be granted by the Superintendent for an act beyond the control of the employee (non-reimbursable). Catastrophic shall be defined as pertaining to any great and sudden calamitous event causing great damage or hardship.

Up to one (1) additional day per year may be granted with the cost of the substitute (salary and trailing payroll benefit costs) being deducted from the employee's salary.

No leave will be granted immediately prior to or immediately after regular vacations listed on the school calendar unless approved by the Superintendent. No leave will be granted during the first two (2) weeks or the last two (2) weeks of the scheduled school term unless approved by the Superintendent. Requests for Personal Leave may be denied if it appears that the absences will create a hardship for staffing the building, in which case the building administrator may deny the request for Personal Leave. Personal leave requests will be honored in the order received. The maximum number of personal leave days that may be taken at any one time is limited to five (5).

Unused personal leave may accumulate to five (5) days. Up to two (2) days may be carried over from the previous year. The accumulation or carryover does not imply or in any way guarantee continued employment. At the employee's option, the employee may be compensated for up to three (3) unused personal leave days at the current substitute daily rate of pay. The employee is responsible for requesting compensation or carryover of unused personal leave using a district-provided form, to be submitted to the District no later than the last day of the school year.

1.4 BEREAVEMENT LEAVE

Professional employees shall be granted a leave of absence with full pay not to exceed five (5) days per occurrence when such absence is due to the death of the individual's (or spouse's) father, mother, child, brother, sister, grandparents, grandchildren, aunts, uncles, cousins, nieces, nephews, guardian, foster child, foster parent or death of the professional employee's spouse. This definition, or time, may be extended by the Superintendent under unusual circumstances. Requests should be directed through the principal to the Superintendent. Accumulated sick leave or personal leave may be used when an employee leave of absence is necessary due to the death of someone not identified in the list above.

1.5 PROFESSIONAL LEAVE

The District recognizes leaves for meetings, conferences, symposiums, clinics, and seminars, covering topics vital to the profession, as an inherent part of the employees' professional obligation.

Professional leave with pay may be made available for employees to attend conferences or workshops to further their professional development, or to make visitations to other classrooms.

A request for professional leave must be filed in the Superintendent's office for approval at least one (1) week prior to the requested leave. The employee will be given a written denial at least three (3) days prior to the requested day, should the request be refused. The written request should explain why the employee wants the professional day. The employee will provide a verbal report at a respective staff meeting or to the administrative supervisor. Requests for Professional Leave may be denied if it appears that the absences will create a hardship for staffing the building, in which case the building administrator may deny the request for Professional Leave. When the school district requests that certificated employees attend conferences or meetings, or supervise students away from school premises, employees are not considered to be on professional leave. Such leave is considered school related leave and employees are under the same standards and requirements as if they were in attendance during the school day.

The school district will pay for registration fees and mileage reimbursement to employees when the school district requests a certified employee attend a conference. When the certified employee attends a meeting at the employee's request, the employee will pay the cost of the conference.

1.6 ASSOCIATION LEAVE

Up to 10 days per year shall be available for Association business and shall be granted to the individual CIEA member(s) submitting their request(s) through the district's established Time Off request and approval process. The CIEA President will be included in the approval chain.

Every effort will be made to conduct Negotiations outside of the school day; however, if the services of a mediator are required for jointly agreed upon day-long training or mediation, the District and the Association will each cover half the cost of any substitutes hired for those days.

The CIEA will submit initial requests for applicable reimbursement from third parties to the District Business Manager.

1.7 LEAVE OF ABSENCE

An employee may be granted a Leave of Absence without pay or accrued benefits for up to one (1) year if approved by the board. Upon return from leave, the employee shall be afforded a position, provided that no Reduction in Force as provided by board policy has occurred, which would otherwise cause their nonrenewal. All rights of tenure, retirement, accrued sick leave, membership standing in the Sick Leave Bank, and salary schedule placement provided in the Negotiated Agreement will continue in effect upon their return.

The professional employee must request a full year leave by the April school board meeting. Exceptions may be allowed.

- a) Those teachers who have taken a leave of absence will notify the superintendent in writing by March 15 of their intent to return or not to return for the next school year.

ARTICLE II NON COMPENSATION

TWO YEAR DURATION ITEMS EFFECTIVE JULY 1, 2020 AND EXPIRING JUNE 30, 2022

2.1 CERTIFICATED STAFF GRIEVANCE PROCEDURE

CIEA acknowledges any changes that are required by statute or law to the grievance procedure can be made without opening full negotiations. Any changes made must be agreed upon with CIEA Designee and District Designee.

It is the Board's desire that procedures for settling certificated staff grievances be an orderly process within which solutions may be pursued. Further, that the procedures provide prompt and equitable resolution at the lowest possible administrative level. Additionally, it is the Board's desire that each certificated employee be assured an opportunity for orderly presentation and review of grievances without fear of reprisal. No reprisals of any kind shall be taken by the Board or the administration against any employee because of the employee's participation in this grievance procedure.

Grievance Definition

A grievance pursuant to this Procedure shall be a written allegation of a violation of this Negotiated Contract Agreement made between the MVSD #244 Board of Trustees and the Central Idaho Education Association.

A staff member with a grievance is encouraged to first discuss it with the building principal, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment or violation of any other protected status should be discussed with the first line administrator that is not involved in the alleged harassment. This attempt at informal resolution is suggested in an effort to attempt to resolve disputes informally.

If the grievance is not resolved informally, and the grievant wishes to continue to seek to address the grievance, the grievant shall file the written grievance with their immediate building principal. The written grievance shall state:

1. The provision of the Negotiated Contract Agreement the employee believes was violated;
2. The alleged date of violation;
3. The actor involved in the alleged violation; and
4. The remedy requested by the employee.

The written grievance must be filed with the immediate building principal within fifteen working days of the date of the initial event allegedly giving rise to the grievance.

A party may withdraw his or her grievance in writing at any level.

The immediate building principal or designee of the building principal shall meet with the grievant and shall, at the discretion of the principal or designee, conduct whatever additional meetings or investigative activities the principal or designee believes are necessary to address the grievance.

Subsequent to these activities and within a period of ten working days, the principal shall provide the grievant with a written response to the grievance of the certificated employee.

If the grievant is not satisfied with the decision of the principal or designee, the individual shall have a period of ten working days to advance the grievance to the Superintendent by submitting a written objection to the principal or designee's decision with the Superintendent.

If the principal or designee does not provide a written response to the grievance at the conclusion of ten working days and no extension of this time period has been agreed to between the grievant and principal or designee, the grievance shall be advanced to the Superintendent without written response of the principal or designee.

Upon receipt by the Superintendent, the Superintendent or his or her designee shall thoroughly review the written grievance and shall schedule a meeting between the parties and the principal.

The parties shall be afforded the opportunity to either dispute or concur with the principal's report. The Superintendent or designee shall, within a period of 20 working days, decide the matter notifying all the parties in writing of the decision. The decision of the Superintendent or designee shall be controlling, regardless of whether it is in agreement or in disagreement with the decision of the principal.

If either party is not satisfied with the decision of the Superintendent, the Board of Trustees is the next avenue for appeal. A written appeal must be submitted to the Board within five working days of receiving the Superintendent's decision. Appeals to the Board level must be based solely on whether or not the Negotiated Contract Agreement has been followed. Any individual appealing a decision of the Superintendent to the Board bears the burden of proving a failure to follow the Negotiated Contract Agreement. The Board may uphold, modify, or overturn the ruling of the Superintendent. Upon receipt of a written appeal of the decision of the Superintendent, and assuming the individual alleges a failure to follow the Negotiated Contract Agreement, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within ten working days of that meeting. The decision of the Board will be final.

The Board will attempt to hear Negotiated Contract Agreement grievance appeals outside of school hours. If the Board finds it necessary to hear a grievance appeal during school hours, the staff member filing the grievance and necessary witnesses shall suffer no loss of pay for attendance at the Board's hearing.

2.2 REIMBURSEMENT FOR CREDIT

The District will reimburse a contracted certificated employee that is at least .5 FTE for the tuition cost of up to six (6) credits in a five (5) year period; coaching clinic credits will be limited to reimbursement for one (1) credit in the five (5) year period and newly hired certificated employees will be limited to reimbursement of tuition costs of up to one (1) credit per school semester during the first two school semesters of employment with the District. These credits will be included within the six (6) credits provided in the five (5) year period.

It is the responsibility of each employee to consult with the District Office to ascertain his/her five (5) year credit period. The maximum per credit cost will be the maximum per credit cost charged at Idaho state schools.

Credits earned from September 1 through August 31 of the prior contracted school year will be reimbursed to the returning, contracted, certified employee upon submission of a claim for reimbursement with the required supporting documentation. All claims for reimbursement and supporting documentation must be received by the District Office no later than October 1 of the current year. No credits will be reimbursed if those credits were begun or received prior to employment with the District. No credits will be reimbursed if the employee is not contracted for the current school year.

Any contracted staff member leaving the school district prior to the expiration of his/her contract becomes subject to terms of repayment of any reimbursement they may have claimed and received pertaining to those credits. Repayment will be made through district payroll deduction amortized over the payrolls remaining for that employee. In the event of a reduction in force (RIF) made during the current school year, this paragraph will not apply to any staff member eliminated through the RIF process.

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The Salary Schedule is modeled after the State of Idaho's Career Ladder funding allocation model as described in IC 33-1004B and for 2020-21 the constraints placed on Career Ladder Level advancement by Governor Little's May 8, 2020 Memo will apply to the Salary Schedule. The minimum required salaries required by Statute will be honored. The same criteria for new hire placement, returning employee advancement (except as outlined by the Governor's May 8, 2020 Memo for 2020-21 employee advancement) including attainment of an Idaho Professional Endorsement (PE) and qualifying degrees and credits required for an education allocation are as described in 33-1004B and these same criteria apply to the district Salary Schedule.

Advancement on the Salary Schedule may be made by employees in levels R1 through P4 providing they meet the applicable performance criteria for the Residency (R1 - R3) or Professional (P1-P4) compensation rungs based on their previous year's performance for the applicable number of years; however, level advancement is frozen for 2020-21 per the Governor's Memo. Level P4+BA or Level P5+BA24 or Level P5+MA are the final levels for advancement on the district Salary Schedule.

The Grandfathered Salary Schedule levels are static levels with no advancement and are not available for new hire placement. When the cell amount in the Salary Schedule BA+24 or MA column exceeds a corresponding column cell amount in the Grandfathered Salary Schedule, the Grandfathered employee will be moved from the Grandfathered Salary Schedule to the Salary Schedule.

Employees must hold an Idaho Professional Endorsement in order to be placed in the BA24 or MA column or to be placed or to advance to the Professional Level P1. Upon receipt of official transcript(s) and professional endorsement status, the employee shall be placed in the appropriate column on the salary schedule. The last Friday of each September will be the last date to change column placement on the salary schedule for the employee's contracted school year. Changes beyond this date are effective the following school year. When transcripts cannot be procured for placement from courses recently taken, consideration shall be made by this date upon receipt in this district office a letter from the professor or instructor, stating the course title, number and grade. In determining the education factor, only credits earned after initial certification, based upon a transcript on file with the teacher certification office of the State Department of Education, earned at an institution of higher education accredited by the State Board of Education or a regional accrediting association shall be allowed. All credits and degrees earned must be in a relevant pedagogy or content area as determined by the State Department of Education.

Any extension of an employee's individual contract shall be based on 1/188th of his/her individual salary. The Board has the prerogative to determine the number of extended contract days necessary to meet educational objectives. The administration will monitor extended contracts to ensure accountability for the number of extended contract days and program needs.

3.2 EXTRA CURRICULAR ACTIVITIES

	% of Base Salary		
	<u>Year1</u>	<u>Year2</u>	<u>Year 3+</u>
FOOTBALL			
Head Coach	12.50%	13.00%	13.50%
Assistant Varsity	9.50%	10.00%	10.50%
Junior High Coach	7.50%	8.00%	8.50%
BASKETBALL			
Head Coach	12.50%	13.00%	13.50%
Junior Varsity	9.50%	10.00%	10.50%
C Squad	8.00%	8.50%	9.00%
Junior High Coach	7.50%	8.00%	8.50%
Grade School Intramural	5.00%	5.50%	6.00%
TRACK			
Head Coach	12.50%	13.00%	13.50%
Assistant Coach	9.50%	10.00%	10.50%
Junior High Coach	7.50%	8.00%	8.50%
WRESTLING			
Head Coach	12.50%	13.00%	13.50%
Assistant Coach	9.50%	10.00%	10.50%
Junior High Coach	7.50%	8.00%	8.50%
BASEBALL/SOFTBALL			
Head Coach	12.50%	13.00%	13.50%
Assistant Coach	9.50%	10.00%	10.50%
TENNIS			
Head Coach (Spring only)	12.50%	13.00%	13.50%
Assistant Coach	9.50%	10.00%	10.50%
DRILL TEAM/DANCE			
Head Coach	12.50%	13.00%	13.50%
VOLLEYBALL			
Head Coach	12.50%	13.00%	13.50%
Assistant Coach	9.50%	10.00%	10.50%
C Squad	8.00%	8.50%	9.00%
Junior High Coach	7.50%	8.00%	8.50%
SOCCER			
Head Coach	12.50%	13.00%	13.50%
Assistant Coach	9.50%	10.00%	10.50%

	% of Base Salary		
	<u>Year1</u>	<u>Year2</u>	<u>Year 3+</u>
MISCELLANEOUS			
Debate	5.50%	6.00%	6.50%
Drama	6.00%	6.50%	7.00%
Annual-Without designated annual class	9.50%	10.00%	10.50%
Quiz Bowl	3.00%	3.50%	4.00%
Youth Legislature	3.00%	3.50%	4.00%
FCCLA	1.00%		
BPA	1.00%		
HOSA	1.00%		
Music-Secondary activity programs	12.00%		
Lego League Robotics	3.00%	3.50%	4.00%
CHEERLEADER			
Head Coach – Fall Season	12.50%	13.00%	13.50%
Head Coach – Winter Season	12.50%	13.00%	13.50%
ACTIVITY DIRECTOR			
C. V. & Grangeville High School	15.00%		
Junior High	8.00%		

3.3 BASIS FOR EXTRA CURRICULAR SALARY DETERMINATION

Extra-curricular salaries shall be calculated using a \$28,335 base.

Extra-curricular positions are to be offered in whole to one individual. If the offer is not accepted in whole and the position is to be divided between two or more employees, the building administrator will involve those employees to facilitate a mutual agreement.

3.4 NOON - DUTY COMPENSATION

If circumstances require assigned noon-duty, thereby preventing a thirty (30) minute duty-free lunch period, each certified employee so assigned shall be compensated at the Miscellaneous Instructor (Certified) Rate for the current year.

3.5 LONGEVITY STIPEND

Professional Employees covered by this agreement who have been continuously employed with the District as a certificated employee for 12 years or more as of the current contract year will receive a yearly \$250 stipend. The term “years” as used in this provision shall apply to an employee who is employed at a .5 FTE or more. No contract year shall be counted if the employee was a less than .5 FTE employee.

An additional \$250 will be added to this stipend at each four (4) year increment of continuous employment with the District, thereafter. (See stipend matrix set out below). This stipend shall apply to all employees covered by this Agreement and shall take into consideration the current longevity of each current employee.

By way of example, an employee who is currently paid pursuant to the grandfathered portion of the salary schedule and who has continuously been employed as a certificated employee for 20 years as of the current contract year shall receive their base pay under the salary schedule and shall additionally receive a stipend in the amount of \$750 per year, so long as they remain continuously employed with the District. Once that employee has been continuously employed for 24 years the stipend amount will increase by \$250 to \$1000 annually with like increases every four years thereafter.

CONTINUOUS YEARS OF #244 EXPERIENCE	ANNUAL STIPEND
12-15	\$ 250
16-19	500
20-23	750
24-27	1,000
28-31	1,250
32-35	1,500
36-39	1,750

ARTICLE IV INSURANCE

4.1 HEALTH INSURANCE

For all regularly employed professional employees contracted for .50 to 1.0 annual full time equivalent (FTE), the District will pay 100% of the Employee premiums for the district's group health insurance plan, including major medical, optical, dental, preventative, and prescription benefits; dependent coverage is available at employee expense through payroll deduction.

4.2 LIFE INSURANCE

The District will pay the premiums for a \$50,000 term life insurance policy for each regularly employed professional employee contracted for .5 to 1.0 full time equivalent.

4.3 DISTRICT INSURANCE COMMITTEE

Due to the historical costs associated with health insurance premiums and changes in the health insurance industry, the District and CIEA recognize a need to evaluate the insurance situation and to gather information to address the options available for insuring the District's personnel.

CREATE THE COMMITTEE Both District and CIEA select personnel to serve on committee

HOW MANY: 1 employee from each GHS, GEMS, CVHS, CVE; make sure it includes Administration and Business Office Personnel

Among the considerations that the Insurance Committee should review, 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. Identify the health care providers in the District's 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 and/or modifying the option of providing spouse/dependent coverage/costs.
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.

If the parties to this Agreement enter into negotiations for the ensuing contract year, it would be the request that each party's negotiation team include a member of the District's Insurance Committee and that the Committee commence its work in April.

4.4 SECTION 125 CAFETERIA PLAN

The district shall offer a Section 125 cafeteria plan for all eligible employees consistent with the present cafeteria plan currently offered by the district, so long as the same is authorized by law.

ARTICLE V EFFECT OF AGREEMENT

5.1 DURATION

The provisions of this Agreement, excepting Article II, will be effective as of July 1, 2020 and will continue and remain in full force and effect until June 30, 2021. Any individual contract between the Board of Trustees and an individual employee in the bargaining unit, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains language or terms inconsistent with this Agreement, then this Agreement shall be controlling.

5.2 SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

5.3 CHANGES IN AGREEMENT

During its term this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL IDAHO EDUCATION ASSOCIATION
AND
MOUNTAIN VIEW SCHOOL DISTRICT #244
2020-21

To address concerns and to demonstrate the good faith efforts of the district and its employees, the Central Idaho Education Association and MVSD #244 agree to the following:

The Board agrees to implement and begin training for Interest Based Bargaining with the Central Idaho Education Association and to use IBB for negotiations for 2021-2022.

Below is a description of the Interest Based Bargain Process:

IBB is a form of bargaining in which parties come together to problem solve issues jointly. In IBB, teams work collaboratively to develop proposals and make decisions as a group. Complete transparency, trust and commitment to the agreed upon framework is critical for IBB to be successful. Teams that successfully move away from traditional bargaining to IBB repeatedly speak of IBB processes for how it fosters trust, cooperation and positive outcomes.

- Issues presented will represent the legitimate goals and purposes of each party. Each party will respect the legitimacy of the other party's issues.
- Negotiating Team Members will:
 - Keep the discussions focused on the addressed issue
 - Let one team member speak at a time with no interruptions
 - Pay attention to whoever is speaking
 - Make constructive comments and suggestions, avoid value judgments and try to suggest alternatives
 - Be open to new ideas and explore other team members' ideas
 - Exercise patience with the process and the people involved
 - Be responsible to keep current if unable to attend a session
 - Not revisit an issue after consensus is reached
- Each negotiation team member agrees to participate in the process
- No one team member will dominate the discussions
- There will be no chief spokesperson for either party and there will be no alternates for absences
- A caucus may be held if one is needed, although the practice is discouraged
- Side bar conversations and whisperings will be kept to a minimum
- Visitors are welcome as observers but may not participate in the negotiation team discussions
- Each team member will be mindful of the impacts his or her public and private statements about the negotiations will have on the efforts of the negotiating team
- As issues are resolved the proposed language for the Agreement will be written by a subcommittee of the negotiating team, or a caucus of either

- party
- If new issues are generated as a result of developing options for original issues, they will be addressed at a time agreed to by the members, consistent with the issue topic as it relates to other issues
- The recorder will be the custodian for all minutes
- Team members will share in the responsibility of recording ideas on the working documents
- Each team member should feel free to remind other team members to follow these guidelines
- If the process breaks down, negotiating team members agree to discuss the reasons why and attempt to resolve the problem and return to the process
- The District Clerk will be the recorder
- Minutes will be distributed within two working days by e-mail
- The District Clerk will not participate in negotiations but may answer questions when asked
- Team members will be determined at the first session by consensus
- Cell phones will be placed on vibrate

This Agreement is signed _____ 6-3-21 _____ and shall be binding upon the parties: Date

IN WITNESS, THEREOF:

MVSD #244 Board of Trustees:

Central Idaho Education Association:

Chairperson

CIEA President

Clerk of the Board

CIEA Secretary