

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE MINIDOKA COUNTY EDUCATION ASSOCIATION  
AND  
THE BOARD OF TRUSTEES  
OF  
THE MINIDOKA COUNTY SCHOOL DISTRICT #331

JULY 1, 2025- JUNE 30, 2026

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## **ARTICLE I - PROCEDURAL AGREEMENT**

This agreement is made and entered into by and between the Minidoka County Joint School District No. 331 Board of Trustees, hereinafter called the “Board” and the Minidoka County Education Association, hereinafter called the “Association”.

### **Preamble**

The Board of Trustees of the Minidoka County School District Number 331 and the Minidoka County Education Association agree that the educational welfare of the children of the District is paramount in the operation of the schools.

The Board of Trustees and the Minidoka County Education Association recognize their responsibilities toward each other and to the community to negotiate in good faith to reach agreements which are mutually satisfactory. In order to promote maximum utilization of the ability, experience, and judgment of all parties sharing responsibility for the quality of instruction in the Minidoka County School District, the parties do hereby agree as follows:

### **I.A. Definitions**

The terms that are not already defined in IC §33-1272 are defined here and shall be used in this agreement.

1. Personnel leave shall mean any absence of a professional employee from his/her teaching responsibilities as classified under the following categories: sick leave, personal leave, emergency leave, leave of absence, bereavement leave, no fault leave, or professional leave.
2. Administrative Personnel shall be defined as an employee having the responsibility for supervision and evaluation of staff for more than 50% of their contract time.

### **I.B. Recognition**

The Board recognizes the Association as the exclusive representative of all Professional Employees as defined in Article I for the purpose of negotiations pursuant to the Idaho Statute, so long as it is duly chosen and selected by fifty percent (50%) plus one of the professional employees of the District (IC §33-1271(3)).

### **I.C. Procedures**

The process described in this agreement is dependent upon mutual understanding and cooperation. It, therefore, requires a free and open exchange of views between the negotiation teams. Both parties agree to meet at reasonable times and to negotiate in good faith to reach agreement on matters of mutual concern as listed in Sub Section D.3.

#### **I.C.1**

1. Members of the Board or their designated representatives and representatives named by the Association shall meet for the purpose of negotiating and seeking agreement. At the beginning of each subsequent meeting the minutes shall be read/reviewed, amended as needed, and signed by the designated chairperson for the Board and the Association.
2. Each team shall consist of five (5) members, excluding the recorder will be selected as needed. Consultants will be selected as needed.

3. Each team shall present at the time of request for negotiations or before the first negotiations session, credentials signed by the Chairperson of the Board and President of the Association, respectively, naming the negotiating team and any authorized alternates.

**I.C.2**

Negotiating members of each team shall remain the same. However, designated alternates may be substituted for team members.

**I.C.3**

The Board and the Association agree to negotiate salaries and benefits as defined in IC §33-1275(3).

**I.C.4**

The negotiation teams may appoint committees for research, study, and development of reports. Recommendations and reports of these committees are advisory only to the Negotiations Committee.

**I.C.5**

1. Each party agrees to furnish, upon reasonable request, such information as is requested for developing intelligent, feasible, and constructive proposals on behalf of teachers, students, and the school system, for the purpose of negotiations.
2. The Board agrees to furnish complete and accurate financial reports and the tentative budget for the next school year as provided for public inspection.
3. A confidential joint survey will be developed by representatives from both the District and MCEA. The survey will have the appearance of coming from MCEA, who will also administer the survey. All numerical data from the survey will be shared with the District along with the comments (any offensive comments or identifying information will be redacted by MCEA before sharing).

**I.C.6**

1. A written request for negotiations must be submitted by the Association to the Board and may be submitted by the Board to the Association through their designated representatives.
2. Any written request shall be submitted not later than March 1st of each year during the term of this agreement unless a later date is mutually agreed upon. A written acknowledgement will be made within ten (10) days of the receipt of the request for negotiation or the day following the next regularly scheduled board meeting, whichever is greater. Meetings will be arranged by mutual consent as soon as possible upon receipt of written acknowledgment.
3. The designated chairperson for the Board shall act as chairperson over the negotiation proceedings of the initial meeting. In the absence of an Interest Based Bargaining Facilitator, the role of chairperson shall alternate from

Association to Board at each subsequent meeting.

4. Dates and time limits for negotiation meetings shall be mutually agreed upon by the Board and Association. Once set, both parties agree to meet at the designated times even if either party does not have a full quorum of representatives.
5. The negotiations team will work diligently to conclude by May 31st of each year, but understand that it may be necessary to extend this time frame. Contracts shall be issued at the earliest possible date. Changes or revisions to contracts resulting from negotiations will be reflected in updated contracts.

#### **I.C.7**

It is the responsibility of the Board and the Association to provide their negotiation representatives with the necessary power and authority to make and consider proposals, counter proposals, and conclude tentative agreements. All agreements shall be considered tentative until ratified by the Association and then the School Board.

#### **I.C.8**

Either party may utilize the services of consultants during negotiation sessions as provided by law.

#### **I.C.9**

All negotiation sessions be held in open session as outlined in IC §33-1273A.

#### **I.C.10**

The School Board and the Minidoka County Education Association have chosen to use collaborative negotiations, or Interest Based Bargaining and will continue to evaluate the effectiveness of this process.

### **I.D. Agreement**

When substantive agreement is reached, it shall then be made in writing and submitted for ratification by the Association and the School Board. When approved by both parties it shall be signed by their respective officials and shall be entered into the official minutes of both the Association and the School Board.

### **I.E. Statute**

The Association recognizes that, pursuant to the Idaho Statute regarding negotiations with professional employees of school districts, nothing contained herein is intended to or shall conflict with or abrogate the powers or duties and responsibilities vested in the Board of Trustees and the State Board of Education by the laws of the State of Idaho. (See IC §33-1276)

### **I.F. Acts of God**

The Association further recognizes that the Board is entitled without negotiation or reference to any negotiated agreement, to take action that may be necessary to carry out its responsibility due to situations of emergency or "acts of God" (See IC §33-1276).

### **I.G. Amendment**

Either party desiring changes in this agreement shall notify the other party in writing. Proposed amendments shall become agenda items for negotiation and are final when ratified by the Board and the Association. By mutual consent the effective date of any amendment may be set prior to the completion of the current agreement year.

### **I.H. Reviewing the Administration of the Agreement**

1. Representatives of the Board and the Association's negotiation committee may meet, if necessary, for the purpose of reviewing the administration of the agreement, and to resolve any problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party will submit to the other, on or before Friday prior to the meeting an agenda covering the items they wish to discuss.
3. A time for the meeting will be mutually arranged between the parties concerned.
4. In the event that agreement is not reached on the issues that have been referred, the items would be referred to the grievance procedure.

### **I.I. Savings Clause**

All items in this agreement are presumed to be legal and valid. In the event that any provision of this agreement is or shall at any time be held contrary to law by a court of competent jurisdiction, all other provisions of this agreement shall continue in effect. This agreement shall not be modified in whole or in part except by an amendment in writing duly agreed to and executed by both parties.

## **ARTICLE II - GRIEVANCE PROCEDURE**

Only violations of a District policy or this Master Agreement are grounds for filing a grievance.

The purpose of this procedure is to secure at the lowest possible level an equitable solution to grievances of school personnel who come under this Agreement.

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.

### **Grievance Definition**

A grievance pursuant to this policy shall be a written allegation of a violation of Board approved District policies or a written allegation of violation of the Negotiated Agreement between the District and the teachers' association.

### **Grievance Procedure**

The District will first review the Negotiated Agreement for any applicable grievance procedures. If such a provision exists, such procedures shall govern the resolution of certificated staff grievances.

A staff member with a grievance is encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter promptly and informally. The staff member may have MCEA representation at this meeting and/or a neutral third party (mutually agreed upon by the employee and the immediate supervisor) may be invited to be part of this informal discussion. The neutral party may make a recommendation to the employee as to whether or not they should file a grievance.

An exception is that complaints of sexual harassment or violation of any other protected status should be addressed as described in Policy 375.00 and 375.00P. This attempt at informal resolution is not a required component of the grievance policy but is suggested in an effort to attempt to resolve disputes informally.

### **Level 1 Grievance**

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 policy or provision of the Negotiated Agreement the employee believes were 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 (15) working days of the date of the initial event allegedly giving rise to the grievance.

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 (10) working days, the principal shall provide the grievant with a written response to the grievance of the certificated employee.

### **Level 2 Grievance**

If the grievant is not satisfied with the decision of the principal or designee, the individual shall have a period of ten (10) working days to advance the grievance to the Superintendent by submitting a written objection to the decision with the Superintendent.

If the principal or designee does not provide a written response to the grievance at the conclusion of ten (10) 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 a designee shall schedule a meeting between the parties and the principal.

If the complaint alleges a violation of Title IX, Title II, or Section 504 of the Rehabilitation Act, or sexual harassment that is found to not fall within the scope of Policy 375.00 and Procedure 375.00, the person who received the written grievance shall turn the complaint over to the nondiscrimination coordinator who shall investigate the complaint. The District has appointed nondiscrimination coordinators to assist in the handling of discrimination complaints. The coordinator will complete the investigation and file the report with the Superintendent within 30 days after receipt of the written grievance. The coordinator may hire an outside investigator if necessary. If the Superintendent agrees with the recommendation of the coordinator, the recommendation shall be implemented.

If the Superintendent rejects the recommendation of the coordinator, and/or either party is not satisfied with the recommendations from Level 2, either party may make a written appeal within 15 days of receiving the report of the coordinator to the Board for a hearing.

### **Level 3 Grievance**

If the certified employee is not satisfied with the response of the Superintendent or designee, or if there is no response by the Superintendent or designee within the time frame provided in the Level 2 Grievance paragraph, the certified employee may request a review of the grievance by a hearing panel within ten (10) working days from receipt of the response provided in the Level 2 Grievance paragraph if the certified employee received a written response, or ten (10) working days from the date the Superintendent or designee last had to respond if the certified employee received no written response. Within ten (10) working days of receipt of an appeal, a panel consisting of three (3) persons; one (1) designated by the Superintendent, one (1) designated by the certified employee, and one (1) agreed upon by the two (2) appointed members for the purpose of reviewing the appeal shall be selected and review the appeal. Within ten (10) working days following completion of the review, the panel shall submit its decision in writing to the certified employee, the Superintendent, and the Board of Trustees.

### **Level 4 Grievance**

The Board is the policy-making body of the District and recommendations by the panel to that level must be based solely on whether or not policy and/or this agreement has been followed.

Upon receipt of a written appeal of the decision of the panel, and assuming the individual alleges a failure to follow Board policy and/or this 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 thirty (30) days of that meeting. The decision of the Board will be final.

Grievance documents shall not be forwarded to prospective employers.

In the case where a person designated to hear a grievance is the subject of the grievance, the grievance process will begin at the next highest step and the process shall be modified as needed to meet the objectives of Policy 586.00 Grievance Procedure for Certified Employees. If a grievance is directly based on official Board action, the grievance shall be directed to the Clerk of the Board. The grievance may be heard by the Board at the sole discretion of the Board.

The timelines of the grievance procedure established in this section may be waived or modified by mutual agreement.

## **ARTICLE III – TRANSFERS**

The Board of Trustees of Minidoka County Joint School District No. 331 acknowledges the need to assign and transfer personnel in order to accommodate specific needs within the school District.

### **III.A. Provisions**

The following provisions are applicable to this agreement as outlined in District Policy 588.00 Assignments and Transfers:

1. "The transfer of personnel shall be the responsibility of the Superintendent.
2. The Superintendent may use building Principals, supervisors, and other consultants as needed."

### **III.B. Assignment Change within a Building - Voluntary Transfer**

When a vacancy or an opportunity for change of assignment occurs, the Principal will:

1. Consider all staff members interested in the assignment.
2. Consider staff input.
3. Communicate the intent of change with the prospective assignee before a change in assignment.

### **III.C. Vacancy in District (Voluntary Transfer)**

When a vacancy occurs within the District, the Superintendent or designee will post the vacancy to the District website as well as provide for a copy to be placed in each building

The Principal of the building where the vacancy occurs will:

1. Interview all qualified interested applicants.
2. Consider employees within his/her building before hiring an applicant outside of the building.

3. Utilize an interview committee during the hiring season if feasible.
4. Make a recommendation to the Superintendent for filling the vacancy in his/her building.

#### **III.D. Assignment Change within a Building (Involuntary Transfer)**

When an involuntary transfer is necessitated, the Principal will:

1. Act in good faith for what is best for the students and personnel in his/her building.
2. Examine all viable volunteer solutions before making an assignment.
3. Consider seniority in making a final recommendation.
4. Consider assignee and other staff input.
5. Not share confidential information.

When an involuntary transfer is necessitated, the assignee may

1. Have representation in any communication with the building Principal and/or the Superintendent.
2. Appeal to the Superintendent if she/he finds grounds for appeal.
3. Appeal to the Board if she/he finds grounds for appeal.

#### **III.E. Vacancy in District (Involuntary Transfer)**

When an involuntary transfer within the District is necessitated the Superintendent will post the vacancy to the District website as well as provide for a copy to be placed in each building.

The Principal of the building where the vacancy occurs will:

1. Seek volunteers before making an assignment
2. Consider seniority in making a final recommendation
3. Consider assignee and other staff input
4. Not share confidential information
5. Make a recommendation to the Superintendent for filling the vacancy in his/ her building. When an involuntary transfer is necessitated, the assignee may
6. Have representation in any communication with the building Principal and/or the Superintendent
7. Appeal to the Superintendent if she/he finds grounds for appeal, including the number of previous reassignments
8. Appeal to the Board if she/he finds grounds for appeal.

## **ARTICLE IV - WORK DAY**

### **IV.A. Definition**

As outlined in Policy 580.00 Teacher Responsibility

1. "Teachers are expected to be on duty equivalent to a maximum of 1520 hours (171 days) which includes a thirty-minute lunch. Building Principals will determine the beginning and completion times according to the needs of the individual schools. There may be additional duties and meetings outside the regular duty day as outlined in District Policy 580.50 Teacher's Provisions of Employment (see below). Teachers are expected to be in their own classroom area, unless school business requires their presence elsewhere.
2. Teachers will not leave the school building or grounds during school hours, unless prior arrangements are made with an administrator.
3. Teachers are expected to notify the building principal in advance of any absence or tardiness, including during their assigned prep time. Failure to do so repeatedly may result in a letter of reprimand or other disciplinary actions."

As outlined in Policy 580.50 Teacher's Provisions of Employment:

6. "All teachers are expected to perform assigned extra duties including such activities as before school supervision, noon recess, after school duty, bus loading, etc.
7. All teachers are required to attend all faculty meetings called by the District Superintendent and/or Building Principal."

Any exceptions to policy should be preapproved by the building administrator.

### **IV.B. Duty-Free Lunch**

Full-time teachers will receive a thirty (30) minute uninterrupted duty-free lunch. Teachers may volunteer for duties such as assisting children with assignments or homework, kitchen help, detention, hall monitoring, etc. If teachers volunteer for such duties, flex time may be taken as mutually agreed upon in advance by the teacher and the supervisor or Principal. This time does not include student delivery or student monitoring requirements. Teachers may be required to give up part of their lunchtime in the event of unforeseen circumstances. Teachers will notify their building supervisor or Principal prior to leaving the premises during their lunchtime.

### **IV.C. Teacher Preparation Day**

Teacher preparation days are a component of the work calendar that enable a teacher to finish up work and prepare for instruction. These days are defined as those set aside in the school calendar for teacher directed activities with the exception of very brief (less than 40 minutes) meetings that may be necessary for conducting school related business and may not be used for extended staff meetings.

### **IV.D. Prep Time (District Policy 584.00 Instructional Preparation Time)**

"In order to ensure adequate time to prepare for instruction, elementary and secondary teachers will receive one class period of prep time per day on a regularly scheduled day. Building administrators may schedule activities and meetings during two of these prep times per week and up to two additional prep times per month. Any additional administrative use of prep time will be

for extenuating circumstances only.

Instructional preparation time is official work time and subject to supervision and not to be used for personal or free time purposes. Such instructional preparation shall be during the regular school day and shall further be exclusive of recesses and lunch periods with the exception of reasonable duties as outlined in the duty schedule.”

#### **IV.E. Emergency Closure (854.00 Emergency Closure)**

It is the policy of the Minidoka County Board of Trustees to comply with the state rules for emergency closure days and to promote safety for students, patrons, and staff. The Superintendent/designee has the responsibility to authorize emergency closure days, and to submit a report of school closure days when approved by the Board of Trustees to the Department of Education.

#### **Definitions**

1. ***Emergency Closure Day:*** A day in which schools are closed due to extreme circumstances such as severe weather or threats.

#### **Notification**

1. The Minidoka School District “REMIND” system will be the primary means to communicate accurate and authentic school closure information. In the event of an emergency closure day, details will also be promptly posted on the District website at [www.minidokaschools.org](http://www.minidokaschools.org), and shared via social media.
2. Staff will be notified via the district/building emergency notification system and/or building calling tree.

#### **General Guidelines**

1. Schools may be closed with no make-up requirements for students up to the maximum number of days allowed by the school calendar.
2. After the maximum number of built-in emergency closure days has been exceeded, the Board of Trustees will make a determination on make-up days to be scheduled and added to the calendar.
3. In extreme hazardous weather conditions or other extenuating circumstances, where school may be closed, the Superintendent at his/her discretion has the authority to allow classified employees to be paid all/part of those days without using leave.
4. Specific staff may be asked to come in early to reopen buildings after an emergency closure or stay late to close schools due to an early release emergency closure. Extra hours worked will be assigned and approved by their supervisor and any hours beyond their regularly scheduled work schedule will be compensated accordingly.
5. If leave was submitted for a closure day and staff is not required to come in, your leave will be reinstated.
6. During any emergency closure of District facilities, District employees who are paid with federal funds shall be compensated or given unpaid time off in the same manner as similarly situated District employees paid with District funds.

### **Early Dismissal**

1. Early dismissal will result from conditions that arise after the start of school that compromise the safety and well-being of students and/or staff. Every reasonable effort will be made to inform parents of the need to dismiss school early
2. In the case of an early release, all staff should remain at school until ALL students are picked up unless otherwise directed by building administration. Classified staff will be paid their regular hours worked.
3. If food preparation has begun prior to notification of an emergency school closure day food service employees will finish said product before leaving work.

If bus drivers have started their route, they will return any students already picked up to their homes and report back to the transportation office once notified of the school closure

### **IV.F. Professional Development Day/Contracted Friday**

Teacher professional development days are scheduled in the work calendar to provide opportunities for administrators to address the professional development needs of their staff. These days may be used for teachers to attend District and building scheduled workshops and activities. Other activities that could be scheduled are: collaboration meetings to discuss student data, school visitations, and longer staff meeting (occasionally).

Provisions for Contracted Fridays:

- Flexibility will be allowed for special circumstances and be communicated to staff;
- There will be clear, timely communication for Fridays given at the beginning of each month;
- Fridays before parent teacher conferences there will be a half day for preparation;
- Half of contracted Friday time will be dedicated to teacher work time planning and preparation. (See Policy 581.00)

## **ARTICLE V – LEAVES**

### **V.A. Personal Leave (District Policy 544.00 Personal Leave)**

Eligible employees will be granted four (4) days of personal leave, as defined by their regular work day, at no cost to the employee. This leave may be requested for any reason deemed necessary by the employee. Unless unforeseen circumstances prevent it, a written request must be filed with the building Principal a minimum of (3) three days prior to the date requested. All requests will be approved based on the impact that the absence may have upon the employee's workplace. If a request is denied, an explanation for denial will be presented to the employee. A denied request may be appealed to the Superintendent.

An employee may carry over two (2) personal days from one school year to the next creating a maximum of six (6) allowable personal days in one school year. After each full year of employment, compensation for one day of personal leave not used by the employee will be paid by the District to the employee at 50% of the employee's daily rate or the substitute daily rate of pay, whichever is less.

**V.B. Sick Leave (District Policy 544.10 Sick Leave)**

The Board of Trustees of Minidoka County Joint School District No. 331 shall grant each full time employee sick leave with full pay of one (1) day, as projected for the employment year for each month of service in which they work a majority portion of that month. Such leave shall be consistent with Idaho Code 33-1216 (a), which indicates that the days of sick leave may be calculated and awarded "as projected" consistent with the District's contracts as developed.

**Definitions for this Policy:**

1. "Full Time Employee" in this policy refers to:
  - a. Certificated: Any certified employee who works half time or more per week for the District.
  - b. Non-Certified: Any classified employee who regularly works twenty (20) or more hours per week for the District.
2. Sick Leave:
  - a. Sick leave for certificated employees shall be calculated by the day, or percentage thereof, as defined in his or her individual employment contract. The District, may in its discretion, require proof of illness when deemed appropriate, including but not limited to suspicion of abuse of sick leave or false claims of illness. Compensation shall not be provided for unused sick leave.
  - b. "Sick Leave" is defined as personal illness. Sick leave may be taken to assist in the recovery of the husband, wife, significant other, or the mother, father, son, daughter, brother, sister, grandfather, grandmother or grandchildren of either the employee or his/her spouse or significant other.
  - c. Employees have the right beyond this to apply for Family Medical Leave in accordance with FMLA guidelines.

**Accumulation of Sick Leave**

Unused sick leave will be accumulated from year to year, as long as an employee remains continually in the service of this district.

If a new employee has been employed by another district or state educational agency during the year immediately preceding, that individual's accumulated sick leave, up to the maximum number of days allowed to accumulate in this district will be secured for, and credited, to that new employee.

In no event will the Board compensate an employee for unused sick leave.

**Provisions:**

The following provisions are to assist in the administration of this policy:

1. Each employee shall be awarded the number of sick leave days generated by the contract.
2. An awarded day of sick leave shall be for only the equivalent length of time as shown by the contract.
3. An employee employed for a portion of the year will have the number of days adjusted to the time worked.

4. While an employee may be awarded the projected days of sick leave, should he/she terminate employment prior to the anticipated time shown on the contract, the number of days actually provided to the employee will be only those for which he/she qualifies.
5. There shall be no limit on the number of days of sick leave accumulated. The accumulated sick leave shall be reportable under Idaho Code 33-1228 for an employee retiring after July 1, 1988.
6. Returning retired PERSI employees may accumulate leave beyond the school year for use in subsequent consecutive school years with the District. No sick leave accrued for returning retired employees shall qualify for the unused sick leave benefits nor be reimbursed.
7. For a new employee to be entitled to sick leave for the current year, the employee has to perform service under his/her present contract. In the event an employee is ill in excess of the accumulated sick leave, a deduction of one contract day in salary will be made for each day of illness in excess of that allowance.
8. Approval by the principal or supervisor is required.
9. The employee may be required to provide proof of illness after three consecutive days of illness. Abuse of this policy by an employee may be cause for dismissal.
10. Employees are permitted to donate their own sick leave days to a specific employee in need by filling out a Designation Form, designation the number of days the employee would like to donate to the employee (just like donating to the sick leave bank). The day(s) will be donated to the receiving employee from the donating employee and not placed in a pool. Any sick day(s) donated must be taken and posted during the current and same pay period in which the days will be used. All PERSI regulations will apply.

#### **V.C. Sick Leave Bank (District Policy 544.15 Certificated Sick Leave Bank)**

The purpose of the Sick Leave Bank is to alleviate economic hardship and provide for additional leave due to absences from work which extend beyond all of the employee's accumulated leave as a result of major medical illness and/or injury.

A major medical illness and/or injury is an acute or prolonged illness or injury that is considered by a licensed healthcare professional to be life-threatening or poses the threat of serious residual disability that may result in an employee's inability to work or perform their job safely.

Examples of a major medical illness or injury include, but are not limited to:

- Serious, debilitating illness, impairment, or physical/mental condition that involves treatment in connection with an extended stay in a hospital, hospice, or residential medical facility.
- Serious, debilitating illness, impairment, or physical/mental condition that renders the employee incapable of performing their assigned duties in any capacity.
- Illness or injury that require high intensity/high frequency treatments necessary for a chronic or long-term condition that is so serious, that if not treated, would likely result in an extended period of incapacity or death.
- Terminal illness that renders the employee incapable of performing their assigned duties.

#### **Guidelines and Procedures for Implementation**

**Procedures:** The District shall have the authority to establish such guidelines and procedures as it deems necessary to implement this program. The guidelines shall be established in collaboration with the Association and the District.

**Sick Leave Bank Membership/Certified:** Each professional employee of the District covered by contract may participate in the Sick Leave Bank. To participate, each employee shall, prior to October 1 of each year, contribute at least one (1) sick leave day until the maximum is reached. If after the first year, the bank falls below 1000 hours, every member shall be assessed one (1) sick leave day. At the time of that assessment, if a member has exhausted all of his/her personal sick leave, he/she may elect to delay payment until the start of the next school year or to immediately withdraw from and forfeit membership in the sick leave bank. Sick leave days contributed shall be deducted from the individual's accumulated sick leave. The contributed sick leave days shall form a Bank of sick leave days, which will be available to all eligible professional employees for absences due to a major medical illness and/or injury extending beyond the employee's accumulated sick leave. The Bank may accept voluntary donations of one additional day per employee above the regular contributions from members until the Bank reaches a total maximum of 500 days. Eligible employees electing not to join during the initial enrollment period or within 15 days after signing a contract must wait until the open enrollment period in September of the following year.

**Use of the Bank:** Application for use of the Bank shall be submitted to the District Office via the superintendent and/or his/her designee. The application will require a physician's verification of the major illness and/or injury at the time of application, and as deemed necessary after a grant has been made.

**Requirements to Access the Bank:** In order for a professional employee to be eligible for sick leave benefits from the Sick Leave Bank, the employee must, before making application:

- be a contributor to the bank
- have been absent from work due to major illness and/or injury
- must have been a member during the previous 12 months
- have been an employee by the District no less than five months (classified)
- have used all accumulated sick leave days and personal leave days and had two days where the salary was reduced in full
- submitted an application on the form provided by the District within 15 days of the depletion of all accumulated leave.
- The member, or the family member or agent of an incapacitated member, shall secure written proof of illness or injury adequate to protect the District against malingering and false claims of illness as in Idaho Code 33-1216 and 33-1218.

**Application Review Process:** The District shall establish a Sick Leave Bank Committee (SLBC) to review each application consisting of the superintendent and/or his/her designee, the human resource supervisor and/or his/her designee, and a minimum of two teachers from the Association. After complete review of the application, the SLBC shall have the authority to make final decisions within the guidelines as to the disposition of the case. Notification of the decision will be given to the employee within two weeks after the request is made.

**Duration:** The maximum number of days which may be granted in any one school year will be the remaining number of days an employee is scheduled to work, not to exceed sixty (60) days. An employee shall not receive more than his/her contracted salary for that year. Within any five-year period, the number of days granted to one person will not exceed 180

days or the number of days actually absent. Grants will not be made for family members. Grants may not be used for elective surgery.

**Grant Termination:** Bank grants will end at the termination of the school year. If a professional employee does not use all of the days granted by the Bank, the unused sick leave days will be returned to the Bank. Days given to the Bank remain the property of the Bank and cannot be transferred if a teacher leaves the District or chooses to drop membership in the Bank.

**Alternative Application Process:**

In the event a member is physically or mentally unable to apply for days from their bank, a family member or agent may file the request. In such cases, any requirement that documents or applications be signed by the employee shall be waived

**Donations to Others:** Employees are not permitted to donate days to others via the sick leave bank. Refer to Policy 544.10 to directly donate to employees.

**V.D. Unpaid Leave of Absence/Leave without Pay (District Policy 544.60 Unpaid Leave of Absence/Leave without Pay)**

The Board of Trustees of Minidoka County Joint School District No. 331 allows an employee to apply for a leave of absence under the following terms and conditions:

**Extended Unpaid Leave**

Extended unpaid leaves of absence of a full school year may be granted by the School Board under the following conditions:

Leave of absence may be granted for:

- a. The purpose of continuous advanced study.
- b. Required military service or emergencies arising in time of military emergency.
- c. Other such special reasons as may be approved by the Board of Trustees.

A minimum of three years in School District No. 331 for a period of 36 weeks in the school year, and a work schedule with a minimum of 20 hours per week is required of all employees prior to making a request for an extended leave of absence.

A year's leave of absence does not count as a year of experience on the salary schedule or on professional advancement requirements.

Longevity or sick leave credits established at the time of departure on an approved leave of absence shall be restored for the employee after returning to the district. The employee does not accrue sick leave days during a leave of absence.

To assure timely consideration, all personnel must request placement in a suitable position by April 1st if he/she wishes to return for the fall term.

Upon return of such leave, an employee may be assigned to the same, equal, or mutually acceptable position, if a position is available for which he/she can certify. Said employee has no assurance of placement in the same position formerly held.

An option may be available for the employee to continue his/her fringe benefits by paying the premiums during the leave of absence as long as there is a commitment to return to the district and

as long as the providers allow such coverage.

Long-term unpaid leaves of more than five (5) days per year but less than an entire school year may be granted by the School Board at their next regularly scheduled meeting of the Board.

### **Leave without Pay**

Short-term unpaid leaves of five (5) days or less may be granted by the Superintendent following approval by the employee's immediate supervisor. In order to request leave without pay, all vacation/personal leave balances must be exhausted.

Unauthorized absences will be subject to deductions and possible disciplinary actions. Employees should submit requests to the Superintendent for approval prior to the leave.

By allowing leave without pay as discussed in this policy, the Board and the District in no way intend to waive their right to consider an employment position abandoned if the employee does not return as outlined by approved leave without pay request

The Superintendent's acceptance of an employee's request for leave of absence/leave without pay shall be put before the Board for ratification. If the Superintendent or the employee's immediate supervisor denies an unpaid leave request, the employee may appeal this decision to the Board.

### **V.E. Family Medical Leave Act (District Policy 544.20P Family Medical Leave Act Procedure)**

Employees need to reach out to Human Resources to apply for FMLA.

**Who Is Eligible:** Employees are eligible if they have worked for the District for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 District employees within a 75 mile radius.

**Benefit:** Under certain conditions, eligible employees, if qualified, may be entitled to up to 12 weeks leave with continuing participation in the District's group insurance plan.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12 month period to care for the service members.

**Reasons for Taking Leave:** Unpaid leave will be granted to eligible employees for any of the following reasons:

1. To care for the employee's child after birth, or placement of a child for adoption or foster care with the employee; or
2. To care for the employee's spouse, child, or parent (not including parents in-law) who has a serious health condition; or
3. For a serious health condition that makes the employee unable to perform the employee's job; or

4. For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty status, or has been notified of an impending call to active duty status, in support of a contingency operation.

**Substitution of Paid Leave:** Paid leave will be substituted for unpaid leave under the following circumstances:

1. Accumulated sick or personal leave will be utilized concurrently with any FMLA leave that is taken for a serious health reason as described in 2 or 3 above;
2. Accumulated vacation or personal leave will be utilized concurrently with any FMLA leave that is taken for a family reason as described in 1 above;
3. Accumulated sick leave will be utilized concurrently with FMLA leave whenever the FMLA leave is taken for reasons which qualify for sick leave benefits pursuant to District policy; and
4. Whenever appropriate, workers' compensation absences shall be designated FMLA leave.

**When Spouses are District Employees:** If spouses are employed by the District, they each are entitled to a total of 12 weeks of leave per year. However, where the reason for the leave is for birth of a child, or because of adoption or foster care, or to care for a sick parent, such leave may be limited to an aggregate of 12 weeks, between the married employees.

**Advance Notice:** Employees must provide 30 days advance notice when the leave is foreseeable. In other situations an employee must give notice as soon as practicable. Leave may be allowed in emergency situations when no advance warning is possible. Inexcusable delays in notifying the District may result in the delay or denial of leave.

**Requests:** A sick leave request form is to be completed whenever an employee is absent from work for more than three days or when an employee has need to be absent from work for continuing treatment by or under the supervision of a health care provider.

**Medical Certification:** The District will require medical certification to support a request for leave or any other absence because of a serious health condition (at employee expense), and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work statement.

**Intermittent/Reduced Leave:** FMLA leave may be taken "intermittently or on a reduced leave schedule" under certain circumstances. Where leave is taken because of birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only with the approval of the District. Where FMLA leave is taken to care for a sick family member or for an employee's own serious health condition, leave may be taken intermittently or on a reduced leave schedule when medically necessary. An employee may be reassigned to accommodate intermittent or reduced leave. When an employee takes intermittent leave or leave on a reduced leave schedule, increments will be limited to the shortest period of time that the District's payroll system uses to account for absences or use of leave.

**Insurance:** An employee on FMLA leave is entitled to continued participation in the appropriate group health plan, but it is incumbent upon the employee to continue paying the portion of the

premiums the employee usually pays throughout the leave period. An employee's eligibility to maintain health insurance coverage will lapse if the premium payment is more than 30 days late. The District will mail notice of delinquency at least 15 days before coverage will cease.

**Return:** Upon return from FMLA leave, reasonable effort shall be made to place the employee in the original or equivalent position with equivalent pay, benefits, and other employment terms.

**Record Keeping:** Employees, supervisors, and building administrators will forward requests, forms, and other material to payroll to facilitate proper record keeping.

**Summer Vacation:** The period during the summer vacation or other scheduled breaks, such as Christmas, an employee would not have been required to work will not count against that employee's FMLA leave entitlement.

#### Special Rules for Instructional Employees

**Leave More Than Five Weeks Before End of Term:** If an instructional employee begins FMLA leave more than five weeks before the end of term, the District may require the employee to continue taking leave until the end of a semester term if:

1. The leave is at least three weeks; and
2. The employee's return would take place during the last three-week period of the semester term.

**Leave Less Than Five Weeks Before End of Term:** If an instructional employee begins FMLA leave for a purpose other than that employee's own serious health condition less than five weeks before the end of term, the District may require the employee to continue taking leave until the end of a semester term if:

1. The leave is longer than two weeks; and
2. The employee's return would take place during the last two-week period of the semester term.

**Leave Less Than Three Weeks Before End of Term:** If an instructional employee begins FMLA leave for a purpose other than that employee's own serious health condition less than three weeks before the end of term, the District may require the employee to continue taking leave until the end of the academic term if the leave is longer than five days.

**Intermittent or Reduced Leave:** Under certain conditions, an instructional employee needing intermittent or reduced leave for more than 20% of the total working days over the leave period may be required by the District to:

1. Take leave for a period(s) of particular duration not to exceed the duration of treatment;  
or
2. Transfer to an alternate but equivalent position.

#### Employee Notification of Policy

A general notice from the Department of Labor explaining the FMLA's provisions and complaint procedures will be posted prominently where it can be readily seen by employees and applicants and shall either be distributed to each new employee upon hiring or will be included in employee handbooks or other written guidance concerning benefits or leave rights. No notification of rights under the FMLA or related regulations should be construed to alter any applicable at-will employment relationship between the District and an employee.

#### **V.G. No Fault Leave**

No Fault Leave is when a teacher is subpoenaed to attend court for a non-school related action. If a teacher chooses to use no fault leave, he/she will immediately alert their supervisor or Principal of the time and day that he/she must attend court proceedings. The teacher will then forward the request to the Superintendent. In addition, the supervisor or Principal will forward the request to the Superintendent for approval. Upon receipt of appropriate verification, the Superintendent will grant one (1) day of leave with pay with the understanding that the teacher will make up the hours or day, during non-school hours. This does not include Jury Duty, which is outlined in District Policy 544.90 Jury Duty.

If, because of circumstances beyond the control of the employee, more than the allowable days will be required, a written request should be made to the Superintendent with details indicating the need for additional days.

#### **V.H. Bereavement Leave (District Policy 544.30 Bereavement Leave)**

Employees within the Minidoka County Joint School District No. 331 shall be granted bereavement leave with full pay as follows: four (4) regularly scheduled school days for Level One relationships per event and three (3) regularly scheduled school day for Level Two relationships per event. If additional time is needed at any level, a written request must be submitted and approved by the Superintendent prior to taking the bereavement leave.

#### **Provisions:**

The following provisions are to help in the administering of this policy.

1. The employee may be asked to submit proof of relationship and of death to his/her immediate supervisor. Evidence of proof should be discussed with the supervisor.
2. Level one relationships are defined as husband, wife, significant other, mother, father, son, daughter, brother, sister, grandfather, grandmother and grandchildren of either the employee or his/her spouse or significant other.
3. Level two relationships are defined as uncles, aunts, first cousins, nieces, and nephews of either the employee or his/her spouse or significant other. It may also include a current member of the household who is not a family member.
4. Time to attend funeral services of co-workers or students within the school district will be provided, as can be arranged and with the approval of their immediate supervisor.
5. Bereavement leave should be used within two (2) weeks of the death and/or services of the family member. If, because of circumstances beyond the control of the employee, the leave cannot be taken within this timeframe, a written request should be made to the Superintendent or designee with details indicating the need for timeframe adjustments.

6. A program or other proof of bereavement leave may be asked to be submitted to human resources.
7. If an employee who is unrelated is asked to conduct or participate in the program, the employee will submit proof showing they took part in the program. They will not be have to use leave.

The leave provided for in paragraph one (1) above shall not be charged against the employee's sick leave. If, because of circumstances beyond the control of the employee, more than the allowable days will be required, a written request should be made to the Superintendent or designee with details indicating the need for additional days. These days may be charged against the employee's sick leave. The written notification should be submitted as soon as possible, but no later than forty-eight (48) hours after returning to work. The employee should notify his/her supervisor immediately if special circumstances prevent him/her from returning to work after the allowable number of days.

*All policies listed in the Master Agreement are only for the 2025-2026 school year.*

## **ARTICLE VI - COMMITTEES**

The District will ensure MCEA representation on District Committees when appropriate, including those committees organized to assist in passing bond elections.

## **ARTICLE VII POLICY COLLABORATION**

The District and MCEA understand the importance of evaluations and will continue working collaboratively regarding policies in the evaluation and personnel sections of the policy manual. MCEA and the District will work together to review and/or make recommendations to the Policy Review Committee regarding evaluation and personnel policies. Changes in Idaho Code will be addressed as needed.

Supervising and evaluating professional staff is performed primarily to improve learning conditions, to facilitate administrative decisions, and to implement provisions of the Idaho Code. Evaluation is necessary to improve the teaching-learning process. Improving teacher competence and professional growth are the ultimate goals in appraising staff performance.

## **ARTICLE VIII - ASSOCIATION PRIVILEGES**

**VIII.A.** The Association and its representatives shall have the right and accept responsibility to use school buildings, facilities, and equipment at reasonable hours for meetings. All meetings must be scheduled and held under the existing District Policy 480.00 Use of School Facilities. While engaged in professional Association activities, there will be no rental fee assessment.

**VIII.B.** The Association and its representatives shall have the right to reasonable use of District communication technology such as: local fax, e-mail, intra-District mail, phones, etc., for Association business. Any long distance charges shall be reimbursed to the District. District copy machines may be used to make black and white copies on Association-provided paper. All of the District's acceptable use policies shall be adhered to.

- VIII.C.** Representatives of the Association shall be permitted to transact Association business on school property at reasonable times, provided that this shall not disrupt normal school operations, nor interrupt student contact time for the teachers involved. Association business shall generally not be conducted in the presence of students. Visitors on Association business must follow proper procedures for entering into any building during school hours by checking in at the school office and notifying the building Principal whenever possible.
- VIII.D.** The Association shall have the right to post notices of professional activities and matters of Association concern in each school faculty room. The Association shall be responsible for the content of all Association information posted.
- VIII.E.** The Association shall be given sufficient time, not to exceed thirty (30) minutes, at the annual orientation meeting for new certified professional employees for the purpose of presenting an explanation of Association activities. Additionally, upon a request in advance, the Association will be granted time at faculty/staff meetings to present information to teachers.
- VIII.F.** The Association shall be granted 48 hours of paid non-cumulative release time per school year. Use of these release days shall be at the discretion of the Association Representative Council. An annual report of the days used will be submitted to the Superintendent.
- This will be exclusive of the days provided for state meetings under Idaho Code 33-1279, which applies only to certified employees.
- VIII.G.** Meetings concerning grievance or other staff issues, where representation is necessary, will be conducted before or after school or as agreed upon by all parties involved. A substitute/classroom coverage will be provided to the representative and/or the teacher by the District in the event that a grievance or staff meeting must take place during school hours. Every effort will be made to arrange all meetings after 4:00 p.m. All parties will be notified at least 24 hours in advance, except in extreme circumstances.
- VIII.H.** The Association will be notified in advance should it be necessary for the Board to implement a Reduction in Force. The Superintendent will be available to discuss with the President(s) of the Association the effect of the implementation of that reduction in force upon working conditions within the District.
- VIII.I.** In order to aid the Association in negotiating economic benefits and to further a mutual understanding of finances of the District, the MCEA appointee(s) may meet with the administration of the District at the District Service Center for the purpose of studying revenue and expenditures of the District.

## **ARTICLE IX - BENEFITS**

### **IX.A. Provisions**

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If the employee wishes to have his/her family enrolled on any of the approved group insurance plans, he/she will pay the additional premium. This may be done by payroll deduction if desired. The District will not change the existing insurance carriers without consulting with the association.

**IX.B. Health Insurance**

The District shall provide a health care plan on a continuous, twelve-month basis for all eligible employees (State Insurance). The District will fund \$1,148.76 per month at an individual rate for all eligible employees with the employee portion being \$70.74.

If choosing the HSA option, the District will fund \$1,107.10 in which the District will contribute a monthly amount of \$41.66 to the employee's Health Saving Account.

**IX.C. Dental Insurance**

The District shall provide Delta Dental insurance for all eligible employees. The employee cost will be \$12.08.

**IX.D. Vision Insurance**

The District shall provide vision insurance at no cost for all eligible employees.

**IX.E. Life Insurance**

The District shall provide a \$50,000 life insurance at no cost for all eligible employees.

**IX.F. Flex Plan**

- A. The District will provide an optional IRS 125 Plan to all eligible employees.
- B. The District will offer the following additional options of a flex plan to all eligible employees. Each option will have its own minimum rules of participation as set by the District.
  - 1. Spouse/Family Health Insurance
  - 2. Spouse/Family Dental Insurance
  - 3. Spouse/Family Vision Insurance
- C. Should the employee choose benefits whose premiums exceed the District's contribution, the employee shall be responsible for the additional cost through payroll deduction.
- D. The above options shall be payroll deductible to the amount requested by the employee under either a pre-tax or after tax option. To be eligible for the pre-tax option, the employee must be a member of the IRS 125 Plan offered by the District.

**2025-2026 Insurance Rates for Employees**

Benefits are determined by the number of hours worked according to the benefit policy (# 540.00) of Minidoka County School District. Insurance plan year runs from September 1 – August 31. Premiums are deducted from your paycheck monthly. The premiums will be deducted the month prior to coverage being effective. For example, August's premium deduction will pay for September's coverage.

**Pay for All Employees**

**FY2026 MONTHLY MEDICAL AND DENTAL RATES**

**For the plan year that runs July 1, 2025 - June 30, 2026**

**Full-time Employee (30 - 40 hours per week)****Employer Medical (No HSA): \$1,148.76****Employer Dental: \$28.74**

Employer Medical (HSA Single): \$1,107.10 and \$41.66 HSA Contribution

Employer Medical (HSA Family): \$1065.44 and \$83.32 HSA Contribution

	Employee Only	Employee and Spouse	Employee and Child	Employee and Children	Employee, Spouse and Child	Employee, Spouse and Children
PPO	\$70.74	\$215.04	\$121.88	\$192.64	\$263.54	\$353.10
Traditional	\$108.00	\$334.80	\$186.22	\$299.62	\$411.08	\$551.80
High Deductible	\$0.00	\$52.16	\$18.00	\$44.08	\$69.72	\$102.10
Dental	\$12.08	\$38.72	\$37.56	\$74.76	\$64.18	\$109.40

**ARTICLE X - COMPENSATION****X.A. Salary Schedule - See Appendix A.**

The salary schedule will be based on 171- day (1520 hours) contract which includes four (4) paid holidays: Thanksgiving, Christmas, New Years, and Memorial Day.

**X.B. Additional Education and Experience**

Placement for experience and credits on the District Salary Schedule will be based upon the State Department of Education (SDE) Salary Index (Schedule) decisions.

Certified staff must meet the requirements listed in Idaho State Statute (33-1201A) to move from row R3 to row P1 on the Salary Schedule.


## **ARTICLE XI - SUMMARY AND DURATION**

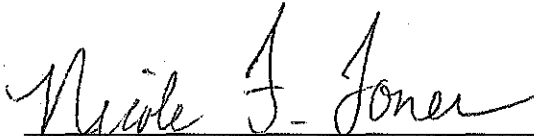
During its term, this Agreement may be altered, changed, added to, deleted, or modified only through the voluntary mutual consent of the Board of Trustees and the Association, in written and signed amendment to this agreement.

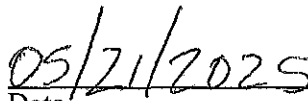
This agreement shall be effective after ratification by both parties and shall remain in force until June 30, 2026.

Minidoka County School Board of Trustees Minidoka County Education Association

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

10/10/10

**Minidoka County Joint School District #331 Certified Salary Schedule 2025-2026**

Idaho Code §33-1004B

	Base Salary	\$2,000 BA+24	\$3,500 MA
R1	\$ 50,252.00	\$ -	\$ -
R2	\$ 51,302.00	\$ -	\$ -
R3	\$ 52,352.00	\$ -	\$ -
P1	\$ 53,402.00	\$ 55,402.00	\$ 56,902.00
P2	\$ 55,239.00	\$ 57,239.00	\$ 58,739.00
P3	\$ 57,077.00	\$ 59,077.00	\$ 60,577.00
P4	\$ 58,914.00	\$ 60,914.00	\$ 62,414.00
P5	\$ 60,752.00	\$ 62,752.00	\$ 64,252.00
AP1	\$ 64,427.00	\$ 66,427.00	\$ 67,927.00
AP2	\$ 66,527.00	\$ 68,527.00	\$ 70,027.00
AP3	\$ 68,627.00	\$ 70,627.00	\$ 72,127.00
AP4	\$ 70,727.00	\$ 72,727.00	\$ 74,227.00
AP5	\$ 72,827.00	\$ 74,827.00	\$ 76,327.00

**Loyalty Bonus**

Certified Years of Service	
30+ Years	\$ 1,750.00
*Only if funds are available. Will be determined in May.	

**Professional Endorsement Requirements**

Has held a certificate for at least 3 years OR has completed an approved interim certificate of 3 years or more.  
Has met performance criteria for 2 of the 3 previous years or the 3rd year.

***Criteria:***

- Overall rating of proficient or higher, and no components rated as unsatisfactory on the state framework for teaching evaluation.
- Majority of their students have met their measurable student achievement targets or student success indicator targets.
- Has an individualized professional learning plan developed with their district supervisor.

**Advanced Professional Endorsement Requirements**

Has held a Professional Endorsement for 5 years or more. Has held a renewable certificate for at least 8 years, OR has completed an approved interim certificate of 3+ years and held a renewable certificate for 5+ years.  
Has met professional compensation rung performance criteria for 4 of the 5 previous years OR the 3rd, 4th, and 5th year.  
Has met advanced professional compensation performance criteria for 3 of the 5 previous years.

***Criteria:***

- Overall rating of proficient or higher, no components rated as unsatisfactory or basic, and rated as distinguished overall in Domain II or Domain III on the state framework for teaching evaluation.

- *Demonstrating 75% or more of their students have met their measurable student achievement targets or student success indicator targets.*
- *During 3 of the previous 5 years, has served in an additional building or district leadership role.*