

Minidoka County School District

# Negotiations Summary Report

## June 5, 2017

The following is a brief summary of the proposed changes to the Master Agreement between the MCEA and the MCSD.

### Article I - Procedural Agreement

**C – Procedures** - Other than minor clarification in Sections C.1 and C.2 the primary change was resolved after a lengthy discussion about a joint survey. MCEA has conducted surveys each year but have been reluctant to share the results with the District. When it was pointed out that under section C.5.1 we could have asked for the survey results MCEA wanted to remove that section. However we agreed to the additional language listed and on a joint survey as outlined below.

#### Section C.5

1. Each party agrees to furnish, upon reasonable request, such information as is requested for developing intelligent, feasible, and constructive proposals in 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).**

**Article II – Grievance Procedure** – No Changes

**Article III – Transfers** – Added the option to appeal to the Board if an employee chooses to under the two types of Involuntary Transfers.

**Article IV – Work Day** – Added three new sections (listed below), changed the title of Teacher Workday to Teacher Preparation Day and clarified the length of a ‘brief’ meeting on that day to be less than 40 minutes.

We added the following language to clarify a definitive start and end time for an eight hour work day for teachers.

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

**Teachers are expected to be on duty eight hours, 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 Policy 402.36 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.**

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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.

The prep time language is similar to what is in policy but with clarifications.

**IV.D. Prep Time**

In order to ensure adequate time to prepare for instruction, elementary teachers will receive 60 minutes of prep time per day on a regularly scheduled day, and secondary teachers will receive the equivalent of one regularly scheduled class period per 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.

After much discussion we agreed to reinstate sick leave and unpaid leave on snow days. Reinstating personal leave would be based on individual circumstances as determined by the Superintendent.

**IV.E. Emergency Closure**

In the event of an emergency closure day, previously scheduled sick and unpaid leave will be cancelled. On an emergency closure day, certified employees shall attend work where possible. In the event the certified employee does not deem travel to be safe, or other circumstances preclude him/her from coming in, he/she may work from home. Personal leave may be reinstated for extenuating circumstances as approved by the Superintendent.

**Article V – Leaves** – We added language clarifying who these leaves applied to, added two days of Bereavement Leave for level one relationships and made sure that if multiple events occurred this would apply to each. (We had one staff member who lost both their mother and father this year.) Most of these changes generally fell within the guidelines that we as administrators are currently following.

**V.B. Sick Leave**

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.

**V.H. Bereavement Leave**

Employees within the Minidoka County Joint School District No. 331 shall be granted bereavement leave with full pay not to exceed **five (5) regularly scheduled school days for Level One relationships per event and three (3) regularly scheduled school days for Level Two relationships per event.**

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V.H.1 Provisions

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

1. The employee may be asked to submit proof of relationship and of death to his/her immediate 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. It may also include a member of the household who is not a family member.
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.
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. 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 with details indicating the need for additional days.
6. The employee should notify his/her supervisor immediately if special circumstances prevent him/her from returning to work after the allowable number of days.

**Article VI – Committees** – At our request this entire article, referencing a Mentoring Committee and the Leadership Premium Review Committees, was replaced with the following sentence:

The District will ensure MCEA representation on District Committees when appropriate.

NOTE: The language for the Leadership Premium Review Committee was added as a Procedure for Policy 403.90 Leadership Premiums and presented to the Board last month as a second reading.

**Article VII – Association Privileges** – At our request the following words were added to address the fact that some classified staff were attending some IEA meetings as professional leave rather than personal leave. We had hoped to limit the number of staff from a given building that would attend these meetings but it was determined that this most likely would result in a legal challenge. I will be asking for a report on the hours used as outlined in the first paragraph below.

VII.A. 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 33-513.1, which applies only to certified employees.

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## Article VIII – Benefits –

The Insurance Committee is recommending staying the same as our current policy. This would result in an 11% increase and we only budgeted 5%. We would need an additional \$119,000 to make this work. The committee's second option was to increase deductibles by \$500 which would result in an 8.23% increase, costing an additional \$66,000.

After much deliberation and multiple meetings it was determined that each employee would pay \$10 per month toward their dental coverage. The funds thus generated would be used to offset the increase and we will stay with the Insurance Committee's recommendation for the same insurance as this year.

## Article IX – Compensation – Still in negotiations.

We presented a budget summary that paid for the career ladder increases as provided by the state and no increase for our 62 grandfathered staff. This budget did have an excess of \$146,000 to pay for wages and benefits. With the implementation of the new federal ESSA (replacing NCLB) we did lose some federal funds, but these changes also increased the amount of indirect costs we can charge the food service. With this change and by moving staff in and out of federal programs we were able to increase the available funds to \$190,000. This however, would still not be enough to pay \$120,000 for 3% for grandfathered staff, \$25,000 for lane changes (state funds earmarked for staff who have extra credits), and \$119,000 for insurance as recommended by the Insurance Committee.

After making the administrative changes to the budget and hearing of additional federal program cuts we determined that we would be able to:

1. pay everyone as we are funded on the career ladder, 3% minimum;
2. pay for a 3% increase for the grandfathered staff; and
3. add a statement to the salary schedule that some staff would move to the career ladder in 2018-19.

## Article X – Summary and Duration –The agreement will be for one year.