

**Jerome Joint School District No. 261
PROCEDURAL AGREEMENT**

This AGREEMENT is entered into by the Board of Trustees of Jerome Joint School District No. 261 (HEREINAFTER REFERRED TO AS THE BOARD) and the Jerome Education Association. Pursuant to the laws of the State of Idaho, the aforementioned parties agree to as follows:

ARTICLE I - PURPOSE

The purpose of this agreement between the Board and the Jerome Education Association is to establish a basic procedure to negotiate matters identified as negotiable items in Article IV hereafter.

ARTICLE II - DEFINITIONS

- A. Board Representatives shall mean those individuals selected by the Board of Trustees to meet with representatives of the professional employees for the purpose of negotiating.
- B. Association Representatives shall mean those individuals selected by the Jerome Joint School District No. 261 professional employees organization to meet with representatives of the Board for the purpose of negotiating.
- C. A "day" shall mean any day Monday through Friday exclusive of legal and Board declared holidays as identified by the official school calendar, unless otherwise specifically defined.
- D. District shall mean Jerome Joint School District No. 261.
- E. Professional Employees shall mean those people in the District holding teaching certificates who are under contract to the District. For purposes of this agreement, the superintendent, principals, assistant principals, special education director, curriculum director and any other certified employee of the District who is specifically charged with formally evaluating any other certified employee shall be excluded from the bargaining unit represented by the Association. All other certificated employees are the bargaining unit.
- F. Superintendent shall mean the superintendent of schools of Jerome Joint School District No. 261.

ARTICLE III - REPRESENTATION

- A. The Board recognizes the Jerome Education Association as the representative for the purposes of negotiations with the professional employees of the School District No. 261, as long as they represent a majority of the professional employees.

ARTICLE IV - NEGOTIABLE ITEMS

- A. The Board and the Jerome Education Association agree to negotiate salary and benefits. Benefits include employee insurance, leave time, and sick leave benefits.

ARTICLE V - PROCEDURES

- A. Notice of desire to negotiate items in Article IV may be given by either party.
- B. Each negotiation team shall be comprised of not more than five (5) members, one of which will be the chief negotiator and spokesperson of the team.
- C. A complete list of the Board's and the Association's negotiators will be exchanged at least five (5) days prior to the first negotiating session. The Board and the Association may change negotiators by giving five (5) days prior notice to the other party.
- D. Negotiation sessions shall be conducted in open session at a mutually agreed upon location and shall be at such times as mutually agreed upon.
- E. Negotiation sessions shall not last longer than two (2) hours unless both parties agree to extend the time. Caucuses shall be limited to no more than twenty (20) minutes at any one time. Caucuses shall be

considered part of the two (2) hour time limit for negotiation sessions.

- F. Negotiation teams shall not have power or authority to make final and binding agreements. Such teams shall, however, have authority to fully explore all matters negotiable and to arrive at tentative areas of agreement for submission to the Board and to the bargaining unit for final agreement.
- G. When a tentative agreement is reached on all items, it shall then be reduced to writing and submitted for ratification by the Board and the bargaining unit membership. Such written agreement shall be offered for approval and ratification by the local education association at an open meeting.

ARTICLE VI - MEDIATION

- A. Mediation may be called for during negotiations, if both parties agree after May 10th. IC-33-1274
- B. The services of the Federal Mediation and Conciliation Services (FMCS) shall be utilized unless both parties agree to use another individual or agency.
- C. If compensation of the mediators is necessary all costs and expenses incurred by such mediators shall be equally divided between the parties.
- D. Mediation may be concluded or waived by mutual agreement. The mediator may conclude mediation at any time.

ARTICLE VII - GENERAL

- A. This agreement shall be effective upon the signing by the Board Chairman and the Jerome Education Association President. This shall be a procedural agreement and shall not be considered Board Policy.
- B. Should any part of this agreement be found to be in conflict with either existing Idaho law or any law enacted after the ratification of this agreement, said portion or portions of the agreement shall be brought back before the Board's and Association's Negotiating Teams. The teams shall bring said portion or portions of this agreement back into compliance with Idaho Law. Such other portions of the agreement which do not conflict with such laws shall be valid and binding upon the parties to the agreement for the life of the agreement. Nothing contained herein is intended to or shall conflict with or abrogate, the powers or duties and responsibilities vested in the Jerome Joint School District No. 261 Board of Trustees.
- C. No change, revision, alteration, or modification of this procedural agreement shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
- D. All negotiating sessions shall be open to the public.
- E. Each team may appoint a recording secretary who may sit at the bargaining table to take minutes of the sessions but shall not be a member of the negotiating team. A tape recorder may be used to record the negotiation sessions.

ARTICLE VIII - DURATION

The provisions of this agreement will be effective immediately and will be in effect for one year.

Board Chairman Don Mitchell Date 5-26-16
Don Mitchell

Association Representative Jolene Dockstader Date 5-26-16
Jolene Dockstader