

PAYETTE SCHOOL DISTRICT
NEGOTIATION GROUND RULES

April 2013

NEGOTIATING TEAM

ARTICLE 1

A complete list of the Board's and Association's negotiators and alternates will be exchanged prior to the first negotiating session. Each negotiation team shall consist of one (1) chief negotiator, one (1) or two (2) members. An alternate may be assigned.

Any District or Association negotiator may act for their chief negotiator in his or her absence. An individual negotiator for either party may be absent without notification to the other party.

The chief negotiator will act as spokesman for his party but may invite comments from other team members relative to the proposal under discussion. Alternate negotiators have the same rights as the members they replace. Two members of each team are necessary for a quorum. Negotiating teams will not exceed four members at any one time.

In the event a vacancy occurs the Board and the Association have the right to replace members of the negotiating team.

The negotiators for the Payette Education Association shall be members of the Payette Education Association and shall be professional employees of the District and the negotiators for the District shall be those appointed by the Board.

The parties may utilize services of consultant(s) but the consultant(s) shall not act as spokesperson for their negotiating team.

MEETINGS

ARTICLE 2

There shall be one term for negotiation session each school year. Negotiators shall select a beginning date for negotiation sessions.

Negotiators shall select a day and time for regular negotiating sessions each week.

Caucuses may be called by either party without consent of the other. However, the caucusing party shall make every effort to avoid delaying the negotiations. Total time spent in caucus per meeting shall not exceed 40 minutes in length for either party.

Either party may request adjournment of the negotiating meeting.

AGREEMENT OF MODIFICATION

ARTICLE 3

No change, rescission, alteration or modification of this Agreement shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Idaho.

NEGOTIATION INFORMATION

ARTICLE 4

The Board agrees to supply upon request of the Association any non-privileged information which may facilitate the negotiations process and is public information.

SUBMISSION AND AGREEMENT OF PROPOSALS

ARTICLE 5

The submission and exchange of negotiable items shall observe the following steps:

Step 1: Each party shall submit written negotiations proposals and a complete list of negotiators and alternates.

Step 2: Written counter proposals will be submitted, at regular negotiating sessions. Parties need not reply to, or discuss counter proposals earlier than the next scheduled negotiating session. By mutual consent of both parties, discussion on a proposal may be deferred for a longer period of time.

Once agreement is reached on a proposal, the chief negotiator for each party will initial and date two (2) copies of the approved draft of the proposal. One copy will be retained by each party.

If the negotiated agreement is referred back to the parties either by the Board or the Association membership, each party shall notify the other of such action within 24 hours. Renegotiation shall begin within one (1) week from receipt of notice from the other party.

It is understood that after all proposals are agreed upon the Association is not bound by the agreement until such time as the membership has had an opportunity to review and ratify it. This action must take place within ten (10) days from the date of tentative agreement.

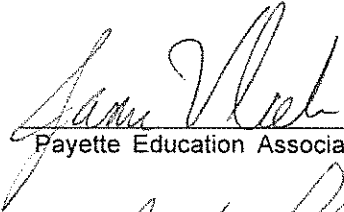
It is understood that after all proposals are agreed upon, the Board is not bound by the Agreement until its members have had an opportunity to review and ratify it. This review must take place within ten (10) days after ratification by the Association.

When approved by both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the Board at the next regular or special Board meeting.

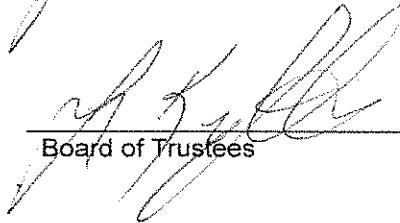
CERTIFICATION OF ACCEPTANCE

No change, rescission, alternation, or modification of this agreement shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon. This agreement shall be governed and construed according to the Constitution and the Laws of the State of Idaho.

The signatures to this instrument indicate ratification by the membership of the Payette Education Association and the Board of Trustees for Payette School District No. 371J.


Payette Education Association

4-24-2013
Date


Board of Trustees

4-24-2013
Date