

**PROFESSIONAL AGREEMENT BETWEEN  
THE SALMON EDUCATION ASSOCIATION  
AND  
SALMON SCHOOL DISTRICT #291**

**EFFECTIVE DATES July 1, 2020 THROUGH June 30, 2021**

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## **AGREEMENT**

This agreement is entered into by the Lemhi County School District 291 Board of Trustees (hereinafter called the “Board”) and the Salmon Education Association (hereinafter called the “Association”).

### **ARTICLE I - DEFINITIONS**

1.1 Superintendent: In this agreement, “Superintendent” shall refer to the chief executive officer of the District.

1.2 School Board, School District: The terms “School Board and School District” shall mean the Salmon School District 291, it’s Board of Trustees or the designated representative of the Board.

1.3 Association: The term “Association” shall refer to the Salmon Education Association having a majority of teachers as members or its designated representatives.

1.4 Teacher: The term “teacher” shall mean a member of the bargaining unit as defined in Article II, Recognition.

### **ARTICLE II - RECOGNITION**

2.1 The Board hereby recognizes the Association as the exclusive and sole representative for negotiations as defined in §33-1271 of the Idaho Code for all professional certified employees in the District, excluding the Superintendent, Director of Federal Programs, Business Manager, and Principals or other persons whose main responsibility is administrative. In the event of a question of majority representation by the School District or a petition of challenge of said recognition signed by a majority of the professional employees (50% + 1) of the School District, the Board will resolve such a challenge with an election. The election will be conducted under rules developed jointly by the Association and the Board. To be valid, a petition of challenge must be submitted by January 15. The election must be held and completed within 30 days. All employees represented by the Association are eligible to vote in said election. The board will not recognize more than one challenge a year.

### **ARTICLE III - BOARD RIGHTS**

3.1 The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the School District to the full extent authorized by law as existing or amended provided that such rights and responsibilities shall be exercised by the Board in conformity with Idaho Code and with the provisions of this agreement.

### **ARTICLE IV - ASSOCIATION RIGHTS**

4.1 Right to Organize: The Board and the Association agree that the teachers shall have full freedom of association, self-organization and the designation of representatives of their own choosing. The teachers shall be free from interference, restraint or coercion by the Board in the selection and designation of formal representatives.

4.2 Pertinent Information: The Board and the Superintendent agree to supply the Association requested information, except as prohibited by law or considered private, including but not limited to: financial reports, minutes of all Board meetings, and the educational degree and placement upon the salary schedule of all teachers.

4.3 Association Business: Association representatives shall be permitted to transact Association business on school property. Association representatives shall be allowed to receive telephone calls or other communications during school hours as long as it does not disrupt normal school operations.

4.4 Use of Buildings: The Association and its representatives can use District buildings for meetings provided approval of building principal is received.

4.5 Use of District Equipment: The Association can use District printing and duplicating equipment for Association business, provided such use does not interfere with normal school use. Audiovisual equipment for use in Association meetings can be checked out. The Association will reimburse the District for any consumable materials used, long distance or service area calls, and FAX use.

4.6 Use of School Communication Facilities: The Association can post notices of activities and business on the bulletin boards designated for this use. The District mail service and teacher mailboxes can be used for Association communication.

4.7 Involvement at Faculty Meetings: Reasonable time shall be provided at faculty meetings to present announcements.

4.8 Payroll Deduction of Dues: The District agrees to deduct from the salaries of all teachers such monies for membership in the United Teaching Profession (Salmon Education Association, Idaho Education Association, and National Education Association) as said teachers individually authorize the District to deduct, and in accordance with the following procedures:

- a) The Association shall certify to the District the current rate of membership dues on or before September 15 of each year.
- b) The Association will submit to the District a list of those teachers authorizing payroll deduction for dues on or before September 15 of each year.
- c) Deductions will be twelve (12) equal monthly installments commencing with the September payroll.
- d) Additional payroll deduction authorizations when submitted to the District by persons newly hired during the school year shall be prorated over the remaining monthly payments of the teacher's contracted salary.
- e) The respective amounts of said monies, together with records of any corrections, shall be transmitted to the Salmon Education Association and the Idaho Education Association treasurers no later than ten (10) days following the actual deductions.
- f) All remaining unpaid dues shall be deducted from the final paycheck of a person leaving the employment of the District before the end of the school year.
- g) Upon appropriate written authorization on or before September 15 by the teacher and approval of the Board, the School District shall deduct monthly from the teacher's salary and make appropriate remittance for the following: approved pre-taxed programs, credit union payment, savings bonds, insurance and other programs requested by the Association.

4.9 Association Involvement in Teacher Interviewing: Whenever possible, a teacher representing his/her building may actively participate in the screening and interviewing of all candidates for positions in the respective building. The Alternative School and Salmon Junior Senior High School will be considered as one building. In compliance with District policy in the interest of fairness, the screening and interviewing team should consist of the same membership for all candidates interviewed.

## **ARTICLE V - TEACHER RIGHTS**

**5.1 State and Federal Rights:** Nothing contained herein shall be construed to deny or restrict any teacher such rights as he/she has under the laws of Idaho and the United States or other applicable laws, decisions and regulations. The rights granted herein shall be in addition to those provided elsewhere.

**5.2 Political and Citizenship Rights and Responsibilities:** All teachers shall be guaranteed full equality with other citizens in the exercise of their political rights and responsibilities including such activities as performing jury duty, voting, discussing political issues, campaigning for candidates, and running for and serving in political office.

**5.3 Appearance Before Employer:** No teacher shall be required to appear before the Board or Superintendent concerning any matter which could adversely affect the continuation of that teacher in his/her position, employment or the salary and any increments pertaining thereto, unless he/she and the Association have been given prior written notice of the reason for such a meeting or interview. The teacher shall also be entitled to have a representative of the Association present to advise and represent him/her.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

**6.1 Purpose:** The purpose of the grievance procedure is to provide framework within which teachers may work toward solving problems as they arise and to guarantee fair treatment.

**6.2 Informal Resolution:** It is expected that all parties to a disagreement, complaint or problem will initially attempt to solve such problems at the lowest possible administrative level before filing a formal grievance.

**6.3 Formal Resolution:** The teacher shall be bound by the procedure established below if he/she chooses to file a formal grievance.

### **a) Definitions:**

**1) Grievance:** A written claim by a teacher, group of teachers or the Association signed by the grievant that a dispute or disagreement exists involving interpretation or application of the terms of this agreement, or of an existing Board rule, policy or that an employee has been treated unfairly or that there exists a condition, which jeopardizes employee health or safety.

**2) Grievant:** A teacher, group of teachers or the Association making the claim.

**3) Days:** Reference regarding time periods in this procedure shall refer to business days. If the grievance extends beyond the regular school year, a "day" means any day, Monday through Friday, exclusive of holidays.

### **b) Timelines:**

1) Within ten (10) business days, excluding holidays, following knowledge of the act or condition which is the basis of the complaint, the grievant can file a grievance at the lowest administrative level at which a decision can be made. In no case shall a grievance be valid if not filed within 30 business days of the act that gave rise to the grievance.

2) Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level. Likewise, failure by the grievant at any level to appeal a grievance to the next level within the specified time shall be considered acceptance of the decision at that level.

3) The time limits for decision or appeal are:

Level 1 - ten (10) business days, excluding holidays

- Level 2 - ten (10) business days, excluding holidays
- Level 3 - ten (10) business days, excluding holidays
- Level 4 - twenty (20) business days, excluding holidays
- Level 5 - twenty (20) business days, excluding holidays

c) Levels:

- Level 1 - The building principal (immediate supervisor) or his/her designated representative
- Level 2 - The Superintendent or his/her representative
- Level 3 - The Board of Trustees
- Level 4 - Mediation
- Level 5 - Final and binding arbitration

- 1) If the grievant is not satisfied with the disposition of the grievance at any level, it may be appealed to the next higher level. The appeal will be submitted in writing to the superintendent.
- 2) If the grievance remains unresolved at level 3, the grievant and the Superintendent may agree to request that the grievance be submitted to mediation. The Superintendent and the grievant may agree to a mediator or request that a mediator be appointed through the Federal Mediation Conciliation Service. If there is no agreement to mediate, the grievance may be appealed to the next level by either party. Mediation will be conducted in accordance with provisions outlined in the Federal Mediation Conciliation Service grievance mediation rules and guidelines.
- 3) If the grievance remains unresolved at the conclusion of Level 4, it can be submitted to final and binding arbitration with the expressed written consent of the grievant. The SEA Executive Committee, consisting of four elected officers and four representatives, shall vote by closed ballot on whether to pursue the grievance to arbitration. A 2/3 majority must be received for the grievance to proceed to arbitration.

d) Binding Arbitration:

- 1) Within five (5) business days of submission of the grievance to arbitration, the parties shall request the regional office of the American Arbitration Association to suggest at least five (5) persons as potential arbitrators.
- 2) Within five (5) business days of receipt of the list, the parties shall meet and select any arbitrator by alternately striking names from the list with the name remaining being the arbitrator. A toss of a coin shall determine which party strikes the first name.
- 3) Rules and procedures governing the arbitration hearing shall be American Arbitration Association rules. The award, signed by the arbitrator, shall be final and binding on the parties and may be enforced in a court of competent jurisdiction.
- 4) The arbitrator shall not have the power to add to, subtract from, or alter or vary in any way the express terms of this agreement. The Board and the grievant shall not be permitted to assert in the arbitration procedure any grounds or to rely upon evidence not previously disclosed to the other party.
- 5) The fees and expenses of the arbitrator and other costs of the arbitration shall be shared equally by the District and Association.

e) Representation: The teachers may be represented at any step of this procedure by the

Association. The Association shall have the right to be present at any meeting, hearing, appeal or other proceeding relating to a formally filed grievance.

f) Miscellaneous Provisions:

- 1) The Association shall receive a copy of all grievances formally filed and the disposition of the grievance at each level within the time limits prescribed above. The Association will be responsible for gathering this information.
- 2) All documents and records dealing with processing of a grievance shall be filed separately from the personnel files of the participants.
- 3) Reprisals shall not be taken against any party or interest in the grievance procedure by reason of such participation.
- 4) Grievance forms shall be jointly developed and the Board shall make available adequate supplies of the forms in each building.

## **ARTICLE VII - NEGOTIATIONS**

7.1 Scope of Negotiations: District and Association agree to meet and negotiate in good faith on matters concerning hours, salaries, wages, and fringe benefits. The Board and Association also agree to negotiate other terms and conditions of employment mutually agreed upon by the Board and Association.

7.2 Time and Place: Negotiations will begin no later than April 1 or the closest working day to that date and continue until resolved. Negotiations will be conducted at times and places mutually agreeable to the parties.

7.3 Open Sessions: Negotiations shall be held in open sessions. For purposes of discussing confidential personnel issues, both parties may agree to an executive session in order to protect the identity of individual positions.

7.4 Agreements: Tentative agreements reached shall be reduced to writing and signed by the chief negotiator for each party.

7.5 Ratification: Agreements shall be considered as tentative until all negotiations have been completed and the total agreement reduced to writing and ratified by a majority of the Board and certificated members of the Salmon Education Association. Upon ratification, the document shall be signed by the president elect of the Salmon Education Association, and the chairperson of the Board of Trustees, in the presence of the negotiating teams.

7.6 Other Parties: Neither the Association nor the District shall attempt to meet and negotiate with any individuals or groups except through the officially designated representatives of the parties.

### 7.7 Dispute Resolution:

- a) If, after a reasonable period of time, either party declares that a persistent disagreement or impasse exists as to the resolution of the remaining items being considered, the services of a mediator to be agreed upon shall be utilized.
- b) If, after a reasonable time mediation fails to bring about agreement on all issues, either party may request fact-finding as prescribed in Idaho Code 331275. The fees and expenses of the fact finder shall be shared equally by the Board and the Association, and all other expenses shall be borne by the party incurring them.

7.8 Meet and Confer: Upon written requests, the Board shall meet and confer with the Association to discuss educational policies and those matters which are not included under terms and conditions of employment.

7.9 RIF Policy: The Board will not rescind or modify the existing RIF Policy (Salmon School Board Policy #5740) without first notifying the Association of proposed changes and insures that Association input will be solicited and considered.

7.10 Collaboration with Trustees: The Board and Association will meet in a collaborative manner to discuss district needs which may include, but not be limited to proposed changes in board policy impacting certified positions, and finance and budgetary concerns throughout the year.

## **ARTICLE VIII - WORKING CONDITIONS**

8.1 School Calendar: A committee consisting of at least one teacher from each school site, an administrator, a parent representative, and a school board member shall meet to create proposed calendars for the upcoming school year. Teachers' suggestions for the yearly calendar shall be submitted to the committee by March 15th. The proposed calendars will be available to teachers for voting prior to the first board meeting in May. The proposed calendars will be presented to the Board for approval no later than May 1<sup>st</sup>.

8.2 Workday: The teaching workday shall be from 7:45 a.m. until 4:30 p.m. Monday through Thursday (for time off purposes, one full day is eight hours forty-five minutes, and half days are four hours fifteen minutes. All in-service days, and work-days follow these guidelines)

This does not mean that teachers do not stay later or come earlier for faculty meetings, parent or student conferences, committee meetings, and other extra assignments currently being practiced in the District.

a) In-service days shall be from 8:00 a.m. to 3:00 p.m. Teachers will be consulted when planning content of and schedule for in-service days.

8.3 Work Year: The work year of teachers covered by the teachers' salary schedule shall be 157 days, including:

143 student contact days for 7<sup>th</sup> – 12<sup>th</sup> grade teachers,

141 student contact days and two (2) Parent-Teacher Conference days for Pre-K – 6<sup>th</sup> grade teachers,

six (6) holidays (Salmon School Board Policy #5440),

eight (8) half days without students in attendance for Salmon Pioneer Elementary,

thirty-two (32) one hour Wednesday morning meetings from 6:45 – 7:45 without students in attendance for Salmon Jr. Sr. High School. The SJSHS principal will be in charge of taking attendance at these meetings. If SJSHS teachers do not attend a Wednesday morning meeting they will be subject to an hour attendance on Friday morning with the principal.

four (4) pre/post days. Of these four (4) pre/post days, one (1) may be exchanged for duties already assigned and performed during the year (i.e. Parent-Teacher Conferences).

Part-time teachers are required to attend all In-service Days and the eight (8) half days for the entire scheduled time.

8.4 Lunch Period: All teachers shall be given a minimum of thirty-five (35) consecutive minutes, duty free, as a lunch period daily.

8.5 Class Size: The Board in recognition of the benefits to be gained from reasonable class size shall make every effort to distribute the existing student load equitably among the available teaching staff and keep class size low. The following are district goals:



Grades K-1: 23 students

Grades 2-3: 25 students

Grades 4-6: 27 students

Grades 7-12: In accordance with accreditation and Northwest Accreditation Standards in those classes where state recommendations are exceeded, (teacher load greater than 160 students per day) the building principal shall within four business days initiate a meeting with said meeting held within four business days thereafter to involve the teacher/teachers, a representative from the Association, the Principal, the Superintendent, and a school trustee to arrive at an acceptable solution. Reassigning existing paraprofessional hours will be a first consideration.

#### 8.6 Preparation Time:

a) Depending upon the schedule of the school, each full-time teacher in the SJSHS school shall be given only one continual class period of duty-free preparation time during the regular student day. A part-time teacher shall be allocated preparation time according to their prorated work-day (see formula in section 12.2).

b) Each teacher in grades K through five (5) shall have one duty-free preparation period of not less than forty (40) and not more than fifty (50) consecutive minutes each day during the regular school day. Teachers in grades K through five (5) with half day schedules shall have one duty-free preparation period of twenty (20) consecutive minutes during the regular school days. Changes of schedule at other schools will not affect this time. The preparation time will begin the first regular day at the beginning of the school year and end with the closing or last day of the school year.

c) The intent of this time is to provide for lesson planning, gathering of curriculum supplies, professional reading, and visitation of other classes or engaging in activities that can improve teacher's performance or student learning. It is understood that this time will be in addition to the teacher's lunch period and no other supervision duties will be assigned during this period.

d) Early out, delayed start, assemblies, presentations, shortened days are not considered "regular" school days for this section, and thus preparation time may be adjusted on those days as needs arise.

#### 8.7 Recess, Passing, and Assemblies:

a) Elementary: Recess periods will not be substituted for physical education or music classes. Every teacher will do twelve hours total of recess, AM Cafeteria, and AM bus duties in a school year.

b) Assemblies: All teachers will accompany their classes to assemblies unless: They are patrolling the halls during assemblies; They have received permission from their principal to be absent from the assembly. Teachers will be involved in assembly planning in order to eliminate instructional time lost during the same time of day.

8.8 Secondary Preparation: The District shall make every reasonable effort to limit the number of preparations of secondary teachers (grades 7-12).

8.9 Phone Lines: The District shall provide no less than one (1) telephone per building for teachers' professional and private use. These telephones shall be located in an area of the school that will provide privacy and confidentiality and shall be restricted to local call usage.

8.10 Air Quality: Air quality checks administered by neutral parties mutually acceptable to both the District and S.E.A. Executive Committee will be done in all school buildings at least twice a school year, one of which times must be in winter when the heating systems are in full operation.

8.11 Elementary Secondary Education Act Professional Development Requirement: One Friday a month will be designated as a time to meet ESEA Compliance. These days will be for professional

development, collaborative time, meeting student achievement goals, pre-approved special projects, and other activities set up to meet District goals. These days will be four (4) hours, from 8:00 a.m. to 12:00 p.m., of which no more than two hours will be allocated to business meetings. (In extenuating circumstances, with teacher's consent, meetings may extend beyond this time.) Some activities may extend beyond this four-hour period; in these events, the District may request, but not require, teachers to continue until the activity is complete. The set Friday's for Pioneer and Wednesday for SJSHS are not to be changed unless 51% of certified staff in the building affected approve and said approval is communicated to the Superintendent and the affected staff at least two weeks in advance via email.

## **ARTICLE IX - LEAVES**

### **9.0 Process of Leave Taking:**

- a) Timeframe – Time off must be entered into Skyward including the substitute covering the time.
- b) Hours are full days: 8 hours 45 minutes, half days are 4 hours 15 minutes.
- c) No Sick, Personal, or Professional Leave shall be granted for purpose of performing other contract or hourly wage endeavors unless preapproved by the Superintendent.

### **9.1 Sick Leave:**

- a) Sick leave is to be used for absence caused by personal illness, accident, childbearing, or other physical/mental circumstances of the employee which render the employee incapable of carrying on his/her teaching duties. In addition, sick leave may be used by a teacher to attend to immediate family/significant other's illness, accident, or injury.
- b) Each teacher shall be granted ten (10) work day equivalents of sick leave each year, with an unlimited total accumulation possible. In case of absence, the District office should be notified at the earliest possible date. When sick leave benefits have been exhausted, deductions from salary for each day of absence shall be computed as a day's pay as indicated by the teacher's contract.
- c) In the event that a state cap be put on this benefit, the number of allowable accumulated days will be adjusted to that cap.

### **9.2 Sick Leave Bank:**

- a) Each certified teacher of the District can participate in the sick leave bank. To participate, a teacher must meet the donation of sick leave day equivalents required by the Sick Leave Bank Committee.
  - 1) The Certified Sick Leave Bank Committee shall be made up of four (4) members of the SEA Executive Committee, one (1) board member, the building principal who supervises the petitioning teacher, and the Superintendent.
  - 2) It shall be the duty of the Certified Sick Leave Bank Committee to set the policies and procedures of the certified sick leave bank and shall be reviewed annually as part of the Professional Agreement.
- b) A teacher withdrawing from membership in the bank will not be able to withdraw the contributed sick leave.
- c) The contributed sick leave shall form a fund that will be available to each participating teacher upon recommendation of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring illness extending beyond the teacher's accumulated sick leave.
- d) Application for use of the bank shall be submitted to the Sick Leave Bank Committee for its recommendation. The committee shall review the requests and determine the eligibility of the

employee. If the committee deems necessary, it shall require proof of illness at the time of application and from time to time after a grant has been made.

e) A teacher shall not be able to withdraw days from the bank until his/her own personal sick leave is depleted.

f) A teacher withdrawing sick leave from the bank shall not be required to replace such leave.

g) In the event an employee becomes eligible for compensation from social security or other government source, the amount paid by the District shall not be more than the difference between such amounts and the teacher's salary for the number of days absent from work due to extended illness or injury as reviewed and approved by the Sick Leave Bank Committee.

However, this condition shall not apply to any private insurance benefits for which the employee has arranged and paid for directly.

h) Sick leave grants to individuals will not be carried over from one (1) school year to the next. The grants will end at the termination of the school year in which the grant was made. However, application for sick leave grants will be considered on a year-to-year basis and the above limitation shall not prevent approval of an individual's application during subsequent years of use of the sick leave bank.

i) Sick leave grants to individuals shall be limited to 157 working days per illness or injury.

j) A maximum of 20 days from the Sick Leave Bank is allowable for pre-birth or post-birth complications related to pregnancy. A doctor's verification is required. The teacher's sick leave is to be used first.

9.3 Bereavement Leave: Five (5) days of bereavement leave shall be granted when death occurs in the immediate family of the teacher. The immediate family, for the purpose of bereavement leave includes: Father, mother, sister, brother, husband, wife, significant other, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, aunt, uncle, niece, nephew, or step relatives as defined above. Bereavement leave may not be granted for other relatives not listed herein.

#### 9.4 Family Emergency Leave:

a) Family emergency leave may be granted with pay for serious illness in the immediate family of the teacher. The immediate family for purposes of family emergency leave includes: teacher's spouse, children, parents, sister, brother, significant other, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandmother, grandfather, aunt, uncle, niece, nephew, or step relatives as defined above. A maximum of 10 days per year may be requested for Family Emergency Leave. Family Emergency Leave may not be granted for other relatives not listed herein.

b) Each certified teacher of the District can apply for Family Emergency Leave if they are a member of the sick leave bank and has used all 10 days of sick leave that school year.

c) All requests for family emergency leave will be made to the Sick Leave Bank Committee. Their decision to grant days to qualified applicants will then be ratified by the Board. Days granted by the Sick Leave Bank Committee and ratified by the Board will be subtracted from the days accumulated in the sick leave bank.

#### 9.5 Personal Leave:

a) Each teacher in the District shall be granted, upon notification to the building principal, up to four (4) days personal leave at full pay.

1. Personal leave may not be used during the first or last week of school; however, an appeal to the superintendent, in writing, may warrant an exception.

2. Personal leave may not be used on parent/teacher conference days.

3. Personal leave may not be used on teacher statewide or district in-service days unless otherwise approved by the principal.
  4. Personal Leave immediately before or after Christmas or Spring Vacation will be allowed on a first come, first served basis. No more than 13% of district teachers may take leave during this time. The first thirteen percent (13%) who apply through Skyward will be granted the leave.
  5. If more than twenty percent (20%) of the District teachers take personal leave at the same time, the first twenty percent (20%) who apply through Skyward will be granted the leave.
  6. Personal leave requests must be submitted twenty-four (24) hours in advance, except in an emergency, to the building principal or designee.
- b) At the discretion of the teacher, unused personal leave shall be:
1. Allowed to accumulate to a total of no more than six (6) days.
  2. Credited at the current rate for certified substitute pay per day for direct classroom expenses. Two (2) or more teachers may jointly purchase classroom items.
  3. Credited at the rate of \$65.00 per day per unused day of personal leave for direct compensation to the teacher. Payment shall be made in the teacher's June check.
  4. Teachers may contribute their own personal leave days to other teachers for professional reasons with Board approval.
  5. Personal leave days will not be given in lieu of compensation for additional work assigned to teachers.

9.6 Leave of Absence: Each certificated employee shall be eligible for leave of absence of one (1) school year duration after five (5) continuous years in the District. Requests for leave shall be made to the Superintendent, who will recommend to the Board for final approval or disapproval. The Superintendent will notify the applicant of the approval or denial of the request for leave of absence and the basis of the decision. A one (1) year extension may be applied for in writing no later than March 30. A second year of leave is only allowed if the second year immediately follows the original leave of absence. The Superintendent will notify the teacher of approval or disapproval by the Board within thirty (30) days. A teacher on leave of absence shall receive no salary payment for the period of leave but may maintain all fringe benefit programs by paying the entire premiums involved. Upon completing leave, teachers shall return to their original positions, or an equivalent position in their field of certification. Only one (1) leave of absence may be considered every five (5) years for each individual.

9.7 Professional Leave: Upon the approval of the Superintendent in Skyward, each teacher in the District shall be granted professional leave not to exceed three (3) days per contract year. Administration will approve or deny professional leave within five (5) administrative working days of the submitted request. Pre-approval by the Superintendent, in writing, must be gained for professional leave in excess of three (3) days. The District shall cover the cost of a substitute for approved professional leave.

9.8 Parental Leave:

- a) Parental leave of absence without pay shall be granted to teachers, who have been continuously employed by the District for three (3) years, for the purpose of child rearing. The teacher shall notify the Superintendent in writing of his/her intent to take such leave at least sixty (60) days prior to the date on which leave is to begin, except in cases of emergency. The leave can be for the remainder of the current contract year and can be extended through the following contract year with the approval of the Superintendent. The teacher can return to full status provided that such teacher gives a minimum of thirty (30) days notice prior to the intended date of return. A teacher, having taken such leave and requesting to return to fulltime employment,

may be denied such fulltime employment for the balance of that contract year in those cases where the District has contracted for a replacement for the balance of said year.

b) If the teacher taking parental leave of absence returns to teach the following year, salary schedule placement shall depend on the period of time taught during the school year the leave is taken. If the teacher has taught one-half of the year or more, he/she will be advanced one step on the salary schedule. A teacher teaching less than one-half of the year shall return at the same level on the scale as he/she began the year of the leave.

c) Provisions of this section shall not deny the rights of teachers to utilize sick leave provided in this agreement. Illness or disability immediately related to child bearing shall be considered sick leave. During the leave the teacher may maintain all fringe benefit programs by paying the entire premiums involved.

9.9 Other Leaves: Other leaves may be granted at the discretion of the Board.

9.10 Notice of Intent to Return from Leave: Teachers on approved leave of absence, RIF leave or parental leave will notify the Superintendent in writing no later than March 30 of intent to return the following school year. Failure to provide information by March 30 would be indication of intent not to return and contract rights may be terminated.

9.11 Submission of Time Off:

Teachers will accurately submit time off in accordance to the number of hours described in section 9.0 within 7 days of the end of the associated monthly classified pay period (the classified pay period is 16<sup>th</sup> to 15<sup>th</sup>) Failure to adhere will result in a personal conference with the Superintendent.

## **ARTICLE X - FRINGE BENEFITS**

10.1 Fringe Benefit Pool:

a) The Board will provide, at no cost to the teacher, the following on a monthly basis (Part-time teachers will be prorated): The cost of single employee medical insurance (\$544.80 per month for 2020-2021).

b) The monies so contributed in (a) above shall be utilized to pay the cost of a fringe benefit program as agreed to by the Board and Association. No changes in either program or carrier will be made during the term of this agreement, except by mutual consent.

c) Teachers may purchase insurance for family members at the teacher's expense.

d) No individual changes in allocation of benefits or deductions may be made after September 15.

e) Coverage shall begin September 1<sup>st</sup> and be continuous through August 31<sup>st</sup>.

f) Up to 15% of employees eligible for medical insurance may opt out of the district insurance plan provided:

1) They submit proof they are covered under another plan.

2) No financial compensation is provided by The Board in lieu of the benefit listed above.

3) The first 15% of eligible applications will be granted.

10.2 Activities Pass: Each teacher and one (1) adult guest (nonstudent) shall receive free admittance into all School District activities, including, but not limited to, games, plays, and concerts, unless special fee provision is mandated in advance.

### 10.3 Tax Sheltered Programs:

- a) The District will provide through the major medical carrier for the District a tax sheltered program in which certified teachers can exempt health insurance costs (2 party or family coverage). This section covers major medical insurance through the District carrier only.
- b) The District will allow employees to participate in a tax sheltered plan through an outside carrier through which certified teachers may contribute up to the maximum portion of their salaries allowed by law. At least 12 teachers must participate in the plan, and the Carrier and Employee shall hold harmless and indemnify the District against any possible financial loss. The employee will pay administrative costs imposed by outside carrier, if any.

## **ARTICLE XI - EVALUATION**

11.1 Teacher Evaluation: (IDAPA 08.02.02.120 Current State Board Rule) Teacher evaluation procedure shall be developed jointly by teachers and administrators and shall be reevaluated every odd numbered year and approved by the Board by the first Board meeting in October.

All certificated instructional employees must receive an evaluation in which at least sixty-seven percent (67%) of the evaluation results are based on Professional Practice. All measures included within the Professional Practice portion of the evaluation must be aligned to the Charlotte Danielson Framework for Teaching Second Edition. The measures included within the Professional Practice portion of the evaluation shall include a minimum of two (2) documented observations annually, with at least one (1) observations being completed by January 1 of each year. The final evaluation will be completed by June 1<sup>st</sup> of each year. In situations where certificated personnel are unavailable for two (2) documented classroom observations due to situations such as long-term illness, late year hire, etc., one (1) documented classroom observation is acceptable.

Upon completion of a formal observation by an administrator, the administrator will provide written feedback to the teacher within five (5) school days, and complete a personal conference with the teacher within ten (10) school days following the observation.

11.2 Administration Evaluation: Written comments from teachers regarding site administrators shall be submitted to the Superintendent. These written comments may be considered by the Superintendent in a site administrator's evaluation, and may be forwarded to the School Board as evidence in the event of a due process hearing. Teachers will follow the chain of command prior to submitting written comments to the Superintendent. The Superintendent shall, in return, give a written response acknowledging receipt and consideration of such written comments to each teacher supplying same.

## **ARTICLE XII - PROFESSIONAL COMPENSATION**

### 12.1 Placement on Salary Schedules

- a) Teachers shall be paid according to the current salary schedules that are attached to this contract as Appendixes A1 and A2. The District will pay Step and Lane increases for the 2020-2021 school year. Request for Lane change must be submitted in writing to the District Office by 4:00 PM September 15, 2020.
- b) All new hires will be placed on the 2009 State Salary Schedule (Appendix A2) starting the 2009-2010 school year. Current teachers may move to the 2009 State Salary Schedule (Appendix A2) if they choose, and must notify the district office in writing by October 24th for the 2008/09 school year, and prior to September 15th thereafter. Once a teacher is placed on the 2009 State Salary Schedule (Appendix A2), the teacher is not allowed to move back to the district salary schedule (Appendix A1).

12.2 Part-time certified staff salary and preparation time shall be determined by using the following mathematical formulas:

Grades K-5: fraction of the day teaching (x) salary schedule for full-time teacher = salary

Grades K-5 preparation time: fraction of the day teaching (x) 40 = minutes of preparation time

Grades 6-12 ratio:

**K-5: fraction of day x salary schedule for full time teacher**

$$6-12: \left[ \frac{\#class\ periods\ taught + \frac{\#class\ periods\ taught}{(\#class\ periods - 1)}}{\#periods\ in\ a\ day} \right] \times \text{salary\ schedule}$$

Grades 6-12 salary: Ratio as calculated above (x) salary schedule for full-time teacher = salary

Grades 6-12 preparation time: Ratio as calculated above (x) minutes in one full class period = prep minutes (Above rounded to the nearest hundredth.) Starting in the year 2018-19 any part-time teacher that was previously under the language of nearest tenth will maintain that unless their fraction of the day teaching changes, then they will go to the nearest hundredth.

12.3 Extra Classes:

- a) Teachers will be assigned to extra semester classes only when the need of students dictates such. When it is determined necessary, the teacher so affected will be consulted and apprised of the situation, and the administration will make its recommendation subject to Board approval. When the teacher’s prep time is given up to teach the extra class, the teacher so assigned shall be paid an hourly rate equal to their contracted rate. This hourly rate will be computed by the number of days of the standard teacher’s contract, the workday as set forth in 8.2 of the Master Agreement, and where they would fall on the salary schedule. Preparation time will be prorated as to the number of classes taught according to the formula in 12.2 of the Master Agreement.
- b) Administration may deem it necessary to have a teacher temporarily cover a class outside of his or her regular teaching assignment. If this should occur, the teacher so assigned shall document time on the Special Activity Form and be paid an hourly rate as outlined above in article 12.3a.

12.4 Extra Duty Pay:

- a) Pay for additional activities will be in accordance with the attached Extra Duty Salary Schedule found in Appendix B.
- b) No agreement for additional compensation shall be entered into by a teacher without the issuance of a Supplemental Contract outlining the specific duties to which the teacher agrees and the compensation the District agrees to pay for those duties, excluding any compensation paid on Game Worker’s Pay form.
- c) Professional Development compensation must be submitted by the building Administrator as the Special Activity Request, with each participating teacher signing the request as having attended at the compensation rate specified on the Special Activity Request.

12.5 Special Classes: Other teachers teaching additional special classes or conducting District-wide responsibilities will receive salary increases according to the extra time required or special skills utilized as determined by the Board.

12.6 Initial Placement: Initial placement on the salary schedule will be limited to a maximum of seven (7) years experience outside the District. After initial placement, if the teacher's evaluation contains no "basic" areas, two years experience will be granted for each subsequent year in the district. This process is designated for salary schedule placement only and will ensue until equivalent years of experience outside the district is obtained. Said placement shall not occur retroactively to those teachers already employed.

12.7 Credit Advancement on the Salary Schedule: All credits earned beyond the granting of a B.A./B.S. and initial teaching certificate shall be used to advance across the salary schedule. All credits earned must be certified college units. At least three (3) of these units per horizontal step shall be in the teacher's major or minor field, or pertain directly to their professional growth.

12.8 Payroll Deduction: The District agrees to deduct from the salary of any teacher such monies authorized, in writing, by the teacher for payment of approved pre-taxed programs, savings bonds, or other investment programs selected by the teacher providing at least 12 District teachers participate in each program. Annual or monthly administrative fees will be paid by the participant(s). The Association indemnifies the District against any possible financial responsibility.

12.9 Reimbursement for Credits for Recertification: The Board will establish a fund, depositing \$1,500 each year, for reimbursement of graduate credits in endorsed areas documented by college transcript. Each teacher, upon recertification, will be reimbursed at \$25.00 per credit (for 6 credits) until the budgeted amount is depleted. In the event that the legislature or State Department of Education, or District Superintendent mandates particular courses, those courses will qualify for reimbursement first.

### **ARTICLE XIII - TRANSFERS AND VACANCIES**

13.1 Vacancies: When a certified position is officially declared open by the administration, a notice of the opening will be posted in the teachers' workrooms of the respective schools.

13.2 Applications: Any teacher within the District desiring to fill an open position is encouraged to apply for the position assuming he or she is qualified pursuant to the District employment policies. The teacher desiring a transfer to another building or within a building to an open position shall file a written request with the Superintendent as soon as possible after the teacher becomes aware of the opening. If a transfer is to be made, the teacher and the administrators concerned will be notified in writing of the new assignment as soon as the decision is made. Qualified personnel in the District shall be given first preference for new openings when they are judged equally qualified with nondistrict employee candidates. A letter of explanation will be sent to any unsuccessful in-district certificated candidate. The final determination rests with the administration and the School Board.

#### 13.3 In-House Transfers:

- a) In the best interest of the students in the school, a change in teaching positions from one school to another or within a school may be initiated and carried out by the Superintendent. A request for a transfer may be made by a certified teacher or by a building principal.
- b) In-house transfers will be determined first by interest, then by years of service in the district, and finally by grade level experience. All transfers are subject to the approval of the Superintendent and final approval by the Board.

13.4 Involuntary Transfers: When a transfer due to staff need changes is necessary, the teacher so affected will be apprised in conference and in writing of the reasons why such a transfer is in order. The teacher, if dissatisfied with the transfer, may resort to the District grievance procedure.

13.5 Right to Apply and Transfer Information: Nothing in these articles shall prevent a teacher from requesting a transfer at any time. All information on transfers and staff placement is available in School Board minutes.



13.6 Teacher Relocation: A teacher shall receive written or verbal notice of relocation (physically moving locations) or reassignment (change in subjects being taught) within five (5) work days prior to the first teacher work day of a new school year. If notification is given after that date, a maximum of two (2) days planning time to affect such change shall be granted at the discretion of the Superintendent. Planning time is defined as the time spent in the District affecting the change. If release time is unavailable, the teacher shall receive two (2) days per diem pay at their hourly rate. These two days shall not be construed to be the two calendar workdays at the beginning or ending of the school year. This paragraph does not pertain to teachers who voluntarily request relocation or reassignment.

#### **ARTICLE XIV - MISCELLANEOUS PROVISIONS**

14.1 Board Policy: This agreement constitutes Board policy for the term of said agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

14.2 Changes: 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 signed amendment to this agreement.

14.3 Individual Contracts: Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement during its duration shall be controlling.

14.4 Savings Clause: 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 application shall continue in full force and effect.

14.5 Maintenance of Standards: All existing District policies involving terms and conditions of employment not specifically referred to in this agreement shall be maintained at not less than the highest minimum standards in effect at the time this agreement was signed. Salmon Education Association agrees that any grievance based on this Maintenance of Standards clause shall be initiated only with the consent of 51% of SEA membership.

14.6 Nondiscrimination: The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, sex, age, marital status, or membership in any teacher organization.

14.7 Early Retirement Incentive Grants: Salmon School District 291 extends to all certified staff a payment of \$2,000, plus applicable FICA for early retirement.

a) Eligibility Any teacher is eligible if:

1. He/she has at least 13 years of full time teaching service in Salmon School District 291;
2. He/she has attained the age of 55 as of August 1st of the school year during which the application is made;
3. He/she was contracted for the preceding school year;
4. He/she has not been notified of probation, suspension, termination, or nonrenewal of contract;
5. He/she is not due to be terminated due to a reduction in force;

b) Application/approval process:

Application for early retirement must be submitted in writing to the Superintendent no later than February 1st of the year preceding the retirement.

c) Terms and Conditions

Anyone participating in the Early Retirement Program waives his/her right to reemployment on a standard contract with Salmon School District 291, and waives all rights to tenure and renewal that are provided pursuant to Idaho Code §33-515. Teachers who elect this policy are personally responsible for determining what effect early retirement will have on their coverage under PERSI, social security, or any other program for which they may be eligible for benefits. Employees choosing to retire early will remain eligible for District group insurance and other fringe benefits at no cost to the District at the discretion of the insurance provider. The retiring employee must provide the personnel department with a correct mailing address at all times.

d) Payment:

One payment option in the June payroll of the year of the teacher’s last valid contract with the district.

14.8 Summer Credits (SEA): With Superintendent’s preapproval, teachers will be allowed to exchange two (2) credits (in teacher’s major or minor field or pertaining directly to their professional growth) earned in the summer prior to the new school year for attendance during one (1) of that school year’s three (3) in-service days. One (1) in-service day shall be allowed as an exchange day. This exchange is only allowed when three (3) in-service days are part of the school calendar.

**ARTICLE XV - EFFECT OF AGREEMENT**

15.1 Duration: The provisions of this agreement will be effective July 1, 2020 through June 30, 2021.

15.2 Reopener: Said agreement will be bargained annually and continue in full force and effect for a period of one (1) year. In case of a Declaration of Financial Emergency by the Board, the parties will reopen negotiations.

15.3 Automatic Extension: If, at the time this agreement would otherwise terminate, the parties are negotiating for a new agreement, the terms and conditions hereof shall continue in effect so long as such negotiations continue. Salary adjustments, including but not limited to step and lane movements, shall be granted after negotiations are complete. Any negotiated provision shall be made retroactive to the date the agreement would have expired unless otherwise agreed to and ratified by the parties.

15.4 Agreement: This agreement was signed \_\_\_\_\_  
Date

IN WITNESS THEREOF;

For the Association:

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Negotiator

For the Board:

\_\_\_\_\_  
Chairman

June 4, 2020							
Appendix A2							
<b>2009-2010 STATE</b>							
<b>BASE:</b>			<b>\$27,581</b>				
Minimum Salary Residence Rung 1:			<b>\$40,000</b>	Minimum Salary Professional Rungs:		<b>\$42,500</b>	
STEP	BA	BA 12	BA 24	BA 36/MA	BA 48/MA 12	BA 60/MA 24	MA 36/EDS/DR
0	\$27,581	\$28,616	\$29,689	\$30,803	\$31,958	\$33,158	\$34,402
1	\$28,616	\$29,689	\$30,803	\$31,958	\$33,158	\$34,402	\$35,693
2	\$29,689	\$30,803	\$31,958	\$33,158	\$34,402	\$35,693	\$37,031
3	\$30,803	\$31,958	\$33,158	\$34,402	\$35,693	\$37,031	\$38,418
4	\$31,958	\$33,158	\$34,402	\$35,693	\$37,031	\$38,418	\$39,858
5	\$33,158	\$34,402	\$35,693	\$37,031	\$38,418	\$39,858	\$41,353
6	\$34,402	\$35,693	\$37,031	\$38,418	\$39,858	\$41,353	\$42,903
7	\$35,693	\$37,031	\$38,418	\$39,858	\$41,353	\$42,903	\$44,511
8	\$37,031	\$38,418	\$39,858	\$41,353	\$42,903	\$44,511	\$46,179
9	\$38,418	\$39,858	\$41,353	\$42,903	\$44,511	\$46,179	\$47,911
10	\$38,418	\$41,353	\$42,903	\$44,511	\$46,179	\$47,911	\$49,707
11	\$38,418	\$41,353	\$42,903	\$44,511	\$47,911	\$49,707	\$51,572
12	\$38,418	\$41,353	\$42,903	\$44,511	\$47,911	\$51,572	\$53,505
13	\$38,418	\$41,353	\$42,903	\$44,511	\$47,911	\$51,572	\$55,510

Appendix A1							
<b>DISTRICT SCHEDULE</b>							
<b>BASE:</b>			<b>\$28,996</b>				
Minimum Salary Residence Rung 1:			<b>\$40,000</b>	Minimum Salary Professional Rungs:		<b>\$42,500</b>	
STEP	BA	BA 9	BA 18	BA 27	BA 39/MA	BS 48/MA 9	BA 57/MA 18
0	\$28,996	\$30,156	\$31,316	\$32,475	\$34,215	\$35,375	\$36,535
1	\$30,156	\$31,316	\$32,475	\$34,215	\$35,375	\$36,535	\$37,695
2	\$31,316	\$32,475	\$34,215	\$35,375	\$36,535	\$37,695	\$38,854
3	\$32,475	\$34,215	\$35,375	\$36,535	\$37,695	\$38,854	\$40,304
4	\$34,215	\$35,375	\$36,535	\$37,695	\$38,854	\$40,304	\$41,464
5	\$35,375	\$36,535	\$37,695	\$38,854	\$40,304	\$41,464	\$42,624
6	\$36,535	\$37,694	\$38,854	\$40,304	\$41,464	\$42,624	\$44,074
7	\$37,695	\$38,854	\$40,304	\$41,464	\$42,624	\$44,074	\$45,234
8	\$38,854	\$40,304	\$41,464	\$42,624	\$44,074	\$45,234	\$46,393
9	\$40,304	\$41,464	\$42,624	\$44,074	\$45,234	\$46,393	\$47,553
10	\$40,304	\$42,624	\$44,074	\$45,234	\$46,393	\$47,553	\$48,713
11	\$40,304	\$42,624	\$45,234	\$46,393	\$47,553	\$48,713	\$49,873
12	\$40,304	\$42,624	\$45,234	\$46,973	\$48,713	\$49,873	\$51,613
13	\$40,304	\$42,624	\$45,234	\$46,973	\$49,873	\$51,613	\$55,059

## Appendix B Extra Duty Salary Schedule

<u>POSITION</u>	<u>PERCENTAGE</u>
1 Head Coach, Football	9%
3 Assistant Coaches, Football	6%
1 Head Coach, Volleyball	9%
1 Assistant Coach, VB	6%
1 Head Coach, Boys' Cross Country	4%
1 Head Coach, Girls' Cross Country	4%
1 Head Coach, Cheerleading (up to 12 team members)	9%
1 Assistant Coach, Cheerleading (13+ team members—maintained for the first 3 weeks)	6%
1 Head Coach, Girls' Basketball	9%
1 Assistant Coach, Girls' Basketball	6%
1 Head Coach, Boys' Basketball	9%
1 Assistant Coach, Boys' Basketball	6%
1 Head Coach, Wrestling (up to 12 team members)	9%
1 Assistant Coach, Wrestling (13+ team members—maintained for first 3 weeks)	6%
1 Head Coach, Boys' Track & Field	9%
1 Head Coach, Girls' Track & Field	9%
2 Assistant Coaches, Track & Field	6%
1 Head Coach, Golf (up to 12 team members)	4%
1 Assistant Coach, Golf (13+ team members—maintained for the first 3 weeks)	2.5%
1 8 <sup>th</sup> Grade Volleyball Coach	2.5%
1 7 <sup>th</sup> Grade Volleyball Coach	2.5%
1 Middle School Wrestling Coach	2.5%
1 8 <sup>th</sup> Grade Girls' Basketball Coach	2.5%
1 7 <sup>th</sup> Grade Girls' Basketball Coach	2.5%
1 8 <sup>th</sup> Grade Boys' Basketball Coach	2.5%
1 7 <sup>th</sup> Grade Boys' Basketball Coach	2.5%
1 Junior High Boys' Track & Field	2.5%
1 Junior High Girls' Track & Field	2.5%

<u>Position</u>	<u>Yearly Stipend</u>
1 Musical Activities _____	\$2500
1 Head, Drama _____	\$3000
1 Assistant Drama _____	\$1000
1 Choreography _____	\$1000
1. Musical Music Director _____	\$1000
1 Yearbook _____	\$1000

Effective beginning the 2015-2016 seasons