

**NEGOTIATED AGREEMENT**

**BETWEEN**

**THE SNAKE RIVER EDUCATION ASSOCIATION**

**AND**

**THE SNAKE RIVER SCHOOL DISTRICT 52  
BOARD OF TRUSTEES**

**103 SOUTH 900 WEST  
BLACKFOOT, IDAHO 83221-6065**

**2024-2025**

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**ARTICLE I  
RECOGNITION and SCOPE OF NEGOTIATIONS**

The Board recognizes the Association has proved itself for the 2024-2025 contract to be the exclusive representative of all professional certificated employees of School District 52, except as follows: Superintendent, Principals and Director of Federal Programs.

**ARTICLE II  
TEACHER RIGHTS**

**1. STATE AND FEDERAL RIGHTS**

Nothing contained in this section of the Negotiated Agreement shall be construed to deny or restrict any teacher the rights they are entitled to under the laws of Idaho and the United States, or any other applicable laws, decisions, and regulations.

**2. EMPLOYEE SAFETY AND HEALTH**

Teachers will not be required to perform any duty or act outside their normal responsibilities which threatens the teacher's physical safety or well-being.

**3. EMPLOYEE RULES AND REGULATIONS**

All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the district.

**4. PERSONAL LIFE**

The personal life of any teacher is not an appropriate concern of the Board so long as it does not adversely affect their professional responsibilities.

**5. EVALUATIONS**

All monitoring and observation of the work performance of certificated staff will be conducted openly. The Charlotte Danielson Framework for Teaching will be the tool used by the district to evaluate teaching staff.

**6. APPEARANCE BEFORE EMPLOYER**

Teachers will not be required to appear before the Board or an administrator concerning any matter that will result in official disciplinary action, continued employment (including reassignment), or any related increments that will result in documentation being placed in a personnel file without receiving prior written notice of the reason for such a meeting. However, this does not limit the administration's ability to conduct day-to-day operations, perform due diligence, start preliminary inquiry, or respond immediately to situations as necessary. If the teacher initiates the conversation, the administrator is not bound by the written notice obligations. Teachers may request the presence of a representative of their choosing (who may or may not be a member of the Association) to advise and/or represent them during these meetings. This section does not preclude routine interactions between teachers and administrators or favorable evaluations.

**7. PERSONNEL FILES**

Upon request, an employee or the employee's designee or representative will have access to the employee's personnel file. Each employee will be provided written notice of all materials placed in an employee's personnel file. Notice shall be provided within ten days of placement of information in the employee's file or, if possible, presented to the employee prior to placement in the file. An employee will have the opportunity to attach a rebuttal to any information placed in the employee's personnel file. An employee will have twenty-one days from the date written notice of placement to attach a statement or notification of rebuttal.

**ARTICLE III  
ASSOCIATION RIGHTS**

[see also Board Policy #5397 Board Relationship with SREA]

The policy of the Board will be that of cooperation with the Snake River Education Association and others to assure that the best interests of students in the school district may be served.

**1. NOTICE OF SCHOOL BOARD MEETINGS**

The President of the Association or the President's designee shall be given advance notice of all regular and special meetings of the Board.

**2. SCHOOL BOARD PACKETS**

A copy of the Board Packet will be sent to the President of the Association at least 2 days prior to any regular or special meetings of the board.

**3. SCHOOL BOARD MINUTES**

A copy of all Board minutes shall be made available to the President of the Association as soon as they have been prepared and approved.

**4. PERTINENT INFORMATION**

The Board shall, upon written request, furnish annual financial reports, audits, and all other public information, which will assist the Association in developing programs on behalf of the teachers and their pupils.

**5. ASSOCIATION BUSINESS**

Representatives of the Association and its affiliates will be permitted to transact official Association business on school property, provided that this shall not disrupt normal school operations. Designated representatives of the Association shall be notified of telephone calls and other communications concerning Association business.

**6. ASSOCIATION USE OF SCHOOL COMMUNICATION SYSTEMS**

Representatives of the Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards. Representatives of the Association may use the in-district mail service, e-mail and teacher mail boxes for expeditious communication to members of the bargaining unit.

**7. ASSOCIATION USE OF BUILDINGS**

The Association and its representatives shall have the right to use school buildings for meetings with prior approval of the building principal or superintendent.

**8. ASSOCIATION USE OF SCHOOL EQUIPMENT**

The Association shall, with prior approval of the building principal, have the right to use school facilities and equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

**9. NEW PERSONNEL**

Names of newly hired teachers shall be provided to the Association.

- 10. PRESENTATIONS AT NEW TEACHER ORIENTATION PROGRAM**  
The SREA shall have the right to be on the new teacher orientation agenda for a minimum of 15 minutes to explain Association activities. The Association representative(s) shall communicate with the relevant administration to arrange such a time.
- 11. PARTICIPATION AT DISTRICT-WIDE MEETINGS**  
Representatives of the Association shall have the right to participate in any district-wide meetings or programs that are held, such as beginning or end of year meetings. This includes having an opportunity to present information about the association and introduce the SREA leadership.
- 12. REDUCTION IN FORCE POLICY**  
The board's Reduction in Force (RIF) policy will not be altered without notifying the Association of the proposed changes and providing the Association with the opportunity to make comments and suggestions.
- 13. ASSOCIATION RELEASED TIME**  
The Association shall be granted released time without loss of pay or benefits for up to twelve (12) days per school year to perform Association business. These days may be taken in one-half day increments. The Superintendent or his designee shall be given at least twenty-four (24) hour prior notification. The Association shall pay for the cost of the substitute if one is hired. All requests for Association Released Time shall be approved through the SREA President or Executive Board.
- 14. RIGHTS UNDER THE CONSTITUTION**  
The Association hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested by the Laws and the Constitution of the State of Idaho and the United States.

**ARTICLE IV  
GRIEVANCE PROCEDURE**  
[see also Board Policy #5250 Certificated Staff Grievances]

**1. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to claim(s) arising from a violation, misapplication, or misinterpretation of the Negotiated Agreement between the Snake River Education Association and the Snake River School District #52 Board of Trustees, school board policies, written and adopted district procedures, administrative directives, and the Idaho State Code of Ethics, and to establish an orderly succession of procedures wherein these solutions may be pursued. No employees, including probationary employees, may use the grievance procedure in any way to appeal:

- a. A suspension or termination of employment;
- b. A non-renewal of a contract and/or a non-reappointment;
- c. The professional judgments and conclusions of the supervisor in conducting a performance evaluation; and/or
- d. The procedures and decisions made pursuant to this Policy.

## **2. DEFINITION**

- 2.1 A "grievant" may be an employee, group of employees, or the Association.**
- 2.2 A grievance shall mean a complaint by an employee or the Association that there has been a violation, misinterpretation, or a misapplication of district policy or any provision of the Negotiated Agreement excluding discrimination or harassment prohibited by and addressed in Policy 5240—Sexual Harassment/Intimidation in the Workplace, 3085—Sexual Harassment Discrimination and Retaliation; and 3085P—Title IX Grievance Procedure.**
- 2.3 The term "days" when used in this procedure shall mean working school days.**
- 2.4 A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.**

## **3. PROCEDURE**

- 3.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the parties involved.**
- 3.2 The Grievant may request a representative of the Association to be present at all proceedings required to process the grievance after the "statement of grievance" has been filed.**
- 3.3 When grievance hearings are scheduled during regular school hours, the grievant and, if requested, a representative of the Association shall be released from the regular assignments without loss of pay or payroll benefits.**
- 3.4 At the request of the grievant where a "statement of grievance" has been filed with the district, the district shall forward to the Association President or designee a copy of the "statement of grievance" within five (5) days after receiving it.**
- 3.5 The district shall notify the Association President or designee of all resolution or dispositions of grievances filed with the district.**
- 3.6 Grievances where the Association is not a party to the proceedings at the request of a grievant, the Association retains the right to file a grievance on the same issue starting at Level Three.**

## **4. INITIATION AND PROCESSING**

### **4.1 Level One-Informal Conference**

- 4.1.1 The parties in interest agree that it is usually most desirable for the grievant and his/her immediate administrator to resolve problems through free and informal communications. Every effort will be made to resolve the grievance in an informal manner.**
- 4.1.2 Within eight (8) days of the time a grievant becomes aware that a grievance has occurred, the grievant will present the grievance to his/her immediate administrator during a time when he/she is not responsible for student supervision with the objective of resolving the matter informally.**
- 4.1.3 Within four (4) days after receipt of the grievance, the immediate administrator shall give his/her answer orally to the grievant along with a summary of the conversation in writing held between the two parties.**

### **4.2 Level Two-Filing a Written Grievance**

- 4.2.1 Within four (4) days after the informal conference described in level One, if no satisfactory disposition is made, the employee may file a written grievance with the supervisor. The written grievance shall set forth specifically the event(s) upon which the grievance is based, citing the Policy and/or Directive alleged to be violated, the**

date the alleged infraction took place, and grounds upon which the grievance is made. The employee must sign and date the grievance.

- 4.2.2 Within four (4) days after receiving the written grievance, the administrator shall schedule another meeting with the employee.
- 4.2.3 The parties in interest shall be present for the meeting and shall have the right to include in any presentation such witnesses as they deem necessary to develop the facts pertinent to the grievance.
- 4.2.4 The administrator shall provide the grievant with a written answer to the grievance within eight (8) days after the meeting. Such answer shall include the reason upon which the decision is based.

#### **4.3 Level Three-Review by Superintendent**

- 4.3.1 If the grievant or the Association is dissatisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within eight (8) days after the presentation of the grievance, the grievant may file the "Statement of Grievance" with the Superintendent or his official designee, with copies sent to the grievant's immediate administrator.
- 4.3.2 The Superintendent or his designee shall arrange for a hearing with the grievant within four (4) days of receipt of the grievance.
- 4.3.3 The parties in interest shall have the right to include in the presentation such witnesses as they deem necessary to develop the facts pertinent to the grievance.
- 4.3.4 Upon conclusion of the hearing, the Superintendent or his designee will have eight (8) days to provide a written decision, together with the reasons for the decision, to the grievant.

#### **4.4 Level Four-Appeal to the Board**

- 4.4.1 If the grievant or the Association is not satisfied with the decision rendered at Level Three, or if no decision has been made within eight (8) days after the meeting at Level Three, the grievant may request a review of the grievance by a hearing panel. Within twelve (12) working days of an appeal, the board of trustees shall convene a panel consisting of three (3) persons; one (1) designated by the board of trustees, one (1) designated by the employee, and one (1) agreed upon by the two (2) appointed members for the purpose of reviewing the appeal. Within eight (8) working days following completion of the review, the panel shall submit its decision in writing to the employee, the superintendent, the association, and the board of trustees. The panel's decision shall be the final resolution of the grievance unless the board of trustees overturns the panel's decision at the next regular public meeting of the board of trustees.
- 4.4.2 The parties in interest shall have the right to include in the presentation such witnesses as they deem necessary to develop the facts pertinent to the grievance.
- 4.4.3 The costs for the services of the hearing panel, including per diem expenses, shall be paid for as follows: School District Number 52 shall pay for the expenses of the panel member they appoint, the Association shall pay for the expenses of the panel member they appoint, and the expenses of the third member of the panel shall be shared equally by the School District and the Association.

### **5. SUPPLEMENTAL PROVISIONS**

- 5.1 The failure of a grievant to proceed from one level of the grievance procedure to the next level within the time limits as set forth herein, shall be deemed to be an acceptance of the decision previously rendered and concerning the particular grievance except as provided in paragraph 3.6.

- 5.2 The failure of an administrator to communicate his decision to the party within the specified time limit shall permit the party to proceed to the next level in the grievance procedure.**
- 5.3 Neither the Board nor any member of the administration shall take reprisals affecting the employment status of any party in interest.**
- 5.4 Any party in interest agrees to furnish to all parties in interest the information necessary to process any grievance thus providing full disclosure to all parties involved.**
- 5.5 All documents, communications and records dealing with grievances shall be filed in a separate grievance file at the District Office and will not be kept in the district personnel file of any of the participants.**
- 5.6 Utilization of this Grievance Procedure is not intended to deprive an individual of seeking redress through the courts, if they so desire.**
- 5.7 The provisions of the Uniform Arbitration Act (Chapter 9 Title 7, Idaho Code) apply to this agreement.**
- 5.8 When the grievant is an employee who reports directly to the Superintendent, the grievance shall be filed with the Board Chair. The Chair should request appropriate District personnel to being the investigation/resolution process set forth in Section Four (4).**
- 5.9 When the accused is the Superintendent, the grievant shall file the complaint in writing with the Board Chair, who shall take prompt action as specified below:**
  - 5.9.1 First, the Chair shall notify the accused of the complaint.**
  - 5.9.2 Second, the Chair shall notify the Board of the complaint. The Board shall determine if the complaint appears to merit formal investigation.**
  - 5.9.3 If the Board deems the complaint to merit formal investigation, the Board shall set the parameters for the investigation. The investigation should seek the accused /employee's response as well as the statements of the grievant and witnesses.**
  - 5.9.4 If a preliminary investigation is begun, the written complaint and documents relating to the investigation are confidential until the investigation is either concluded or ceases to be active.**
  - 5.9.5 To conduct the investigation, the Board may consider:**
    - A. Retaining outside special counsel (which should be an attorney or law firm that is not currently retained by the Board and has not handled any matters for or against the Board within the past five years);**
    - B. Requesting the personnel-investigation department of another Idaho school district to conduct the inquiry;**
    - C. Contracting the DOE Office of Inspector General; or**
    - D. If applicable, referring the matter to the State Attorney's Office, the Commission on Ethics, or other applicable state agency.**
  - 5.9.6 The Board and the employee should receive the final investigative report at the same time.**



**5.9.7** Upon receiving the report, the Board shall determine whether any action is required. The accused/employee and/or the employee's representative shall have a right to address the Board at the meeting where the decision will be made.

**5.9.8** Consistent with the employment contract, if informal action such as a reprimand is deemed necessary, such action may be reflected in the employee's evaluation and personnel file.

**In accordance with the employment contract, if formal action such as demotion, suspension, or termination is deemed necessary, the employee shall receive appropriate notice and opportunity for a hearing.**

**NOTICE OF GRIEVANCE**

**SUBMISSION OF EMPLOYEE**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date of Appointment: \_\_\_\_\_

Date Grievance Initially Submitted: \_\_\_\_\_

Dates and Brief Details of Previous Meetings:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Main Grounds to the Grievance:

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**ARTICLE V  
LEAVES**

[See also Board Policy 5400, Leaves of Absence]

**A. SICK LEAVE**

1. Sick leave shall be granted at the rate of eleven (11) days per year for personnel under a 157 working day contract. Unused sick leave may be accumulated to an unlimited amount.

2. Basis for Sick Leave

2.1 Illness of the teacher.

2.2 Illness of members of the teacher's family. (Family shall consist of husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grand-child, uncle, aunt, niece, nephew, first cousin, or any resident living in the same household).

3. Basis for Bereavement Leave

3.1 Up to two (2) days bereavement leave per incident shall be available to certificated employees for the purpose of attending funerals of members of the employee's immediate family, i.e., spouse, parents, spouse's parents, children, step-children, brother or sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grand-parents, spouse's grandparents, or grandchildren. Additional bereavement leave chargeable to sick leave may be taken.

3.2 Time for attending the funeral of a close friend, associate or relative may be allowed at the discretion of the Superintendent or his designee. Days used for this purpose shall be deducted from the employee's sick leave entitlement.

4. SICK LEAVE BANK

4.1 The Sick Leave Bank is established for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring illness extending beyond the employee's current and accumulated sick and personal leave. The Sick Leave Bank shall operate under the following rules:

4.1.1 SREA shall maintain a Sick Leave Bank Committee, whose membership shall consist of two (2) members of the sick leave bank appointed by the SREA and one (1) person representing the Snake River School District. Committee members shall serve on a rotating three-year term. The Chairperson of the Sick Leave Bank Committee will be selected by the committee annually and notification will be given to the Snake River Education Association president and the district superintendent. The Sick Leave Bank Committee shall develop and distribute rules and procedures for the orderly administration of the bank not inconsistent with the terms of this agreement. The committee's decisions will be made by a majority vote. The committee shall be responsible for reporting to the District's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the bank and all other information necessary for the employee's records. The Sick Leave Bank chairperson may call monthly meetings when deemed necessary.

#### **4. SICK LEAVE BANK (cont.)**

- 4.1.2 To be a member of the bank, an employee must contribute at least one (1) full day of his/her personal sick leave to the bank on or before October 10 of each year until the member is vested. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. Days that are given to the sick leave bank cannot be taken back. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating employees upon recommendation of the Sick Leave Bank Committee. Additional assessments may be made of members should the Sick Leave Bank reserve drop below 200 days. Members who will not be employed by the district the following year may contribute additional days to the bank by notifying the district superintendent and the chairperson of the Sick Leave Bank Committee.**
- 4.1.3 The Snake River Sick Leave Bank Committee shall create a membership category called Vested Member. Vested Members of the Snake River Sick Leave Bank shall be members who have contributed six days to the Sick Leave Bank. A Vested Member of the Snake River Sick Leave Bank shall not have to contribute additional days to the Sick Leave Bank unless there is a general assessment of all members to maintain an adequate number of days in the bank.**
- 4.1.4 Applications for use of the Sick Leave Bank shall be made to the chairperson of the Sick Leave Bank Committee. (See attached application.)**
- 4.1.5 In order for an employee to be eligible to apply for sick leave benefits from the Sick Leave Bank, the employee must first: (1) be a contributor to the bank; (2) have been absent from work due to extended or recurring illness, an accident, or the major illness or major injury of an immediate family member (family member is defined as: spouse, child, mother, father, mother-in-law, father-in-law, or member of the employee's household); (3) used all his/her accumulated sick leave and personal leave days; and, (4) must have had reduction in salary in the amount of 2 days of substitute teacher pay, due to the current illness, per request.**
- 4.1.6 The Sick Leave Bank Committee shall make grants by committee action.**
- 4.1.7 The Sick Leave Bank Committee may, at its discretion, (1) require a statement from the grantee's physician; and, (2) obtain any additional information from any other individual on prior use of personal sick leave days.**
- 4.1.8 The maximum number of days that can be granted to any individual in any contract year by the Sick Leave Bank Committee will be left up to the discretion of the Sick Leave Bank Committee. In no case will the granting of leave cause an employee to receive more than his/her annual salary for that year. If an employee does not use all of the days granted by the bank, the unused sick leave days shall be returned to the bank.**
- 4.1.9 The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident. Whenever an employee has been absent for a continuous illness lasting ten (10) working days beyond his/her accumulated sick leave, the committee may allow retroactive coverage for the two (2) days when the employee's salary was reduced by the cost of the substitute.**

**4. SICK LEAVE BANK (cont.)**

**4.1.10 An employee using the Sick Leave Bank shall apply for any appropriate disability benefits he/she may be entitled to. (After 30 consecutive days, teachers are eligible to apply for the disability insurance of the district.)**

- 4.2 If, at the end of the regular school year, a physician certifies that the employee will be unable to return to work the following fall, the employee may request and be granted a year's extended leave of absence. An extension of a one-year leave of absence will be granted if requested by the teacher and a physician certifying the teacher will be unable to return to work the next year. A teacher must make the decision for a one-year extension by the time stated in the law for the return of signed contracts.**
- 4.3 At this point the Board may replace the teacher with a temporary employee or may have the option to issue a new contract if the one-year leave of absence is not requested.**
- 4.4 The guidelines for extended leaves of absence (Section F) shall apply to this leave.**

# SNAKE RIVER EMPLOYEES SICK LEAVE BANK REQUEST FORM

**Date:** \_\_\_\_\_

**Requested by:** \_\_\_\_\_

**Date Sick Leave expires and personal days are used:** \_\_\_\_\_

**Reason for request:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**List days and reasons for current year's absences:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Physician's Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Attach any information that your doctor has supplied or any other information you feel is pertinent to this request.**

## **B. PERSONAL LEAVE**

- 1. This leave shall be granted, upon request, in no less than one-half day increments to conduct personal business that cannot be taken care of during normal off duty time.**
- 2. It shall be granted at the rate of four (4) days per school year with a six (6) day maximum accumulation and six (6) day maximum use in any one year. Up to one (1) additional day may be taken with the employee paying the daily substitute rate for that additional day taken.**
- 3. A teacher shall be able to advance two of the six (6) unused accumulated personal leave days to the following year. As an incentive not to use this leave, the teacher shall be paid for the unused portion up to three days at the normal cost of providing a substitute teacher. This is not applicable if no substitute is required when absent.**

## **C. REQUEST FOR LEAVE FORM (Next Page)**

**SNAKE RIVER SCHOOL DISTRICT  
REQUEST FOR LEAVE FORM**

**NAME:** \_\_\_\_\_ **PARKING SPACE #:** \_\_\_\_\_

**PREP HOUR/TIME:** \_\_\_\_\_ **TODAY'S DATE:** \_\_\_\_\_

**DATE(S) OF REQUESTED LEAVE:** \_\_\_\_\_

**DAY(S) OF THE WEEK:**      **M**                      **T**                      **W**                      **TH**                      **F**  
   **ALL DAY**                       **A.M.**                       **P.M.**

**EMPLOYEE LEAVE:**

**PERSONAL LEAVE (PL)**

**SICK LEAVE (SL)**

**BEREAVEMENT LEAVE (BL)**

**RELATIONSHIP:**

\_\_\_\_\_

**JURY DUTY**

**SUBSTITUTE REQUESTS (NO GUARANTEES!):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WORK LEAVE:**

**PROFESSIONAL LEAVE (PDL)**

\_\_\_\_\_

**EXTRA CURRICULAR LEAVE (ECL)**

\_\_\_\_\_

**SREA (SR)**

\_\_\_\_\_

**PLEASE DO NOT CALL:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EMPLOYEE SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**APPROVED**

**DENIED**

**REASON FOR DENIAL:** \_\_\_\_\_

**ADMINISTRATOR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SUBSTITUTES NAME:** \_\_\_\_\_

**CONFIRMED: YES**       **SUBSTITUTE'S PHONE #:** \_\_\_\_\_



**D. BEREAVEMENT LEAVE**

Up to two (2) days bereavement leave per incident shall be available to employees for the purpose of attending funerals of members of the employee's immediate family, i.e., spouse, parents, spouse's parents, children, step-children, brother or sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, or grandchildren. Additional bereavement leave chargeable to sick leave may be taken.

Time for attending the funeral of a close friend, associate, or relative may be allowed at the discretion of the Superintendent or his designee. Days used for this purpose shall be deducted from the employee's sick leave entitlement.

**E. EMERGENCY LEAVE**

Emergency leave requested in writing may be granted with the approval of the superintendent or his designee. A person receiving approved emergency leave will be charged the cost of a substitute through the regular payroll deduction procedures of the district.

**F. EXTENDED LEAVES OF ABSENCE**

1. Guidelines for extended leaves of absence. Leaves of absence listed shall be granted. They shall also:

1.1 Be applied for in writing

1.2 Be granted in writing

1.3 Provide for no loss in accumulated benefits

1.4 Upon return from a leave of absence, allow the teacher to be assigned to the same position, if available, or if not available, to at least an equivalent position.

1.5 Allow a teacher to participate in group insurance while on leave with the teacher paying the premiums as allowed by the insurance company (6 months OGI, 6 months COBRA).

2. **MILITARY LEAVE**

Military leave will be granted, without pay, to any teacher who is inducted or enlists in active military services in time of war or other emergency declared by the proper authority of the State or of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved if he/she had not taken such leave. Military leave is for one (1) year at a time and the teacher must renew his/her leave each year thereafter for the duration of the period of such war or other emergency. A military leave of up to ten (10) school days in any calendar year without loss of fringe benefits will be granted to any teacher who is a member of the National Guard or any component of the military forces of the State or Reserve forces of the United States and who is engaged with such organization or components in training or active services ordered or authorized by proper authority pursuant to law.

**3. CHILD REARING**

Teachers shall be granted a leave for child rearing purposes of up to one (1) year without pay or increment. This includes both adoption and birth. Upon written request, such leave may be extended up to one (1) year without pay or increment.

**4. CARING FOR SICK MEMBER OF FAMILY**

A leave of absence of up to one (1) year, without pay or increment, will be granted for the purpose of caring for a sick member of the employee's immediate family and such leave may be extended for one (1) year. Immediate family is defined as parents, spouse, and children. The board will also review special circumstances involving caring for family members not in immediate family.

**5. WITNESS FOR COURT APPEARANCE**

Teachers who are subpoenaed into court as a witness will be allowed leave for required court appearances. Employees are expected to use only the portion of the work day of days required for their appearance as a witness. The teacher will be granted leave to be a witness for court appearance with pay providing the person submits a copy of the subpoena to the District Office as soon as possible.

**6. CANDIDATE FOR PUBLIC OFFICE**

A teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Regular appointed teachers who have completed at least four (4) continuous years of service in the Snake River School District will be granted a leave of absence without pay in order to run for, or serve in, public office.

**7. PROFESSIONAL STUDY**

Regular appointed teachers who have completed at least four (4) continuous years of service in the Snake River School District shall be granted upon request, leave for professional study of up to one (1) year without pay or increment.

**8. LEAVE FOR IEA/NEA OFFICE**

Any teacher who is elected as a full-time officer within the IEA or NEA shall be granted a leave of absence without pay while serving in that office; provided that they have completed at least four (4) continuous years of service in the Snake River School District.

**ARTICLE VI  
WORK DAY**

[see also Board Policy #5210 Work Day]

- 1. The Board policy is a 9 hour 15-minute work day in each building which shall include a 30-minute lunch period.**
- 2. Additionally, teachers will also be required to spend a minimum of 12 additional hours in parent/teacher conferences and back-to-school events as applicable at their building.**

**ARTICLE VII  
SCHOOL YEAR**

[see also Board Policy #5210 Work Day]

The school year shall be 157 days with pay, including 142 classroom days, seven (7) paid holidays, and eight (8) work days

The work days shall be used as follows:

1. One day at the discretion of the District
2. Three days for teacher preparation at the beginning of the school year
3. One day at the end of the school year for closing out school
4. Three (3) full Fridays
5. In addition, elementary teachers (K-6) will be provided three prep days during the school year.

Teachers with schedule conflicts for the work days prior to the beginning of school shall not receive salary deductions if they get prior approval of the Principal and Superintendent and if the work days missed are made up so that the teacher will have worked a full 157 days.

**Snake River Online Teachers:**

The school year shall be 157 days with pay, including 142 classroom days, seven (7) paid holidays, and eight (8) work days

The work days shall be used as follows:

1. One day at the discretion of the District
2. Three days for teacher preparation at the beginning of the school year
3. One day at the end of the school year for closing out school
4. Three (3) full Fridays
5. In addition, elementary teachers (K-6) will be provided three prep days during the school year.
6. Teachers are required to post office hours from Monday through Thursday (times in which students can contact teachers. Office hours are not to be confused with instructional hours)

Teachers with schedule conflicts for the work days prior to the beginning of school shall not receive salary deductions if they get prior approval of the Principal and Superintendent and if the work days missed are made up so that the teacher will have worked a full 157 days.

**ARTICLE - VIII**

**INSURANCE**

- 1. Health Insurance: The Board agrees to offer, pursuant to the terms set out below, the Idaho Office of Group Insurance (Regence BlueShield of Idaho Medical for health insurance/Blue Cross of Idaho for dental insurance) to eligible employees working 30 or more hours per week. Coverage for new teachers will begin September 1.**
  - 1.1 Eligible employees may select one of the following medical insurance plans, (PPO, Traditional, and High Deductible) and dental as laid out on the OGI website <https://ogi.idaho.gov/>.**
  - 1.2 OGI offers health savings for those in the high deductible plan.**
  - 1.3 Prescription Drug Benefits:**
    - 1.3.1 for PPO, Traditional & High Deductible Plans as outlined on OGI website.**
  - 1.4 Vision VSP for adults and dependents benefits as outlined on the OGI website.**
  - 1.5 Eligible employees (30 hours or more per week) may elect to defer the insurance in lieu of \$3600 per year district payment. This dollar amount is dependent on the number of employees waiving the insurance. If the total number of employees taking insurance is above 155, the \$3600 amount may need to be adjusted.**

FY2025 plan year that runs July 1, 2024 – June 30, 2025  
Full-time Employee (30-40 hours per week)  
Employer Medical and Dental Rates per eligible employee  
Medical \$1177.46 Dental: \$14.50 (\$1191.96 monthly, \$14303.52 annually) [members.bcidaho.com](https://members.bcidaho.com)

**Employee Monthly Rates:**

	Employee only	Employee & Spouse	Employee & child	Employee & children	Employee Spouse Child	Family
PPO	\$65	\$197.60	\$112	\$177.02	\$242.18	\$324.48
Traditional	\$90	\$279	\$155.18	\$249.68	\$342.56	\$459.84
High Deductible	\$0.00	\$47.94	\$16.54	\$40.50	\$64.06	\$93.82
Dental	\$11.82	\$37.88	\$36.76	\$73.16	\$62.80	\$107.04

Set up your Blue Cross of Idaho member portal login at [members.bcidaho.com](https://members.bcidaho.com)

**Individual In-Network deductibles: PPO: \$350/\$3,250, Traditional: \$500/\$4350, High Deduct: \$2000/\$5000**

- 2. Other Insurance: The district also agrees to provide to each teacher the following:**
  - 2.1 \$50,000 Group Life Insurance**
  - 2.2 \$2,500 Dependent Life insurance**
  - 2.3 Employee Disability Coverage**

- 3. District Contributions: The district shall contribute towards the insurance premiums in 1 and 2 above as follows:**
  - 3.1 The district shall contribute \$1,191.96 per month toward health and dental premiums for full-time employees. (30 hours or more)**
- 4. Employee Contributions: An employee wishing to include family under the purchased insurance program may do so under the district cafeteria plan. Additional life insurance or disability benefits for the employee or employee's family may be purchased through the district's provider (American Fidelity- flex, disability, cancer, etc.) or through other approved providers.**
- 5. Duration of coverage: Office of Group Insurance coverage begins July 1 and lasts through June 30, 2025. If an employee resigns or is terminated during the school year, his or her insurance coverage will cease at the end of the month in which their employment ceased. If the school year is completed, insurance coverage will terminate August 31.**
- 6. Participation in Section 125 Plan: Certificated employees may participate in the District Section 125 Flexible Benefit Plan.**
- 7. No individual changes in allocation of benefits or deduction to such plan may be made after July 1 of any year, with the exception of a life-changing event.**
- 8. Joint Committee: The joint insurance committee shall review and make recommendations to the negotiation team for the insurance program for the succeeding school year. The recommendations shall be made within 90 days of the first meeting of the committee unless an extension of time is mutually agreed upon. Any recommendation by the committee must represent a consensus of the committee.**

## **ARTICLE IX.**

### **ADVANCEMENT TO INTERIM STEPS ON SALARY SCHEDULE**

**All certificated employees of School District 52 will be advanced to the appropriate interim step on the salary schedule upon satisfactory completion of requirements as outlined below:**

#### **Advancement Beyond the B.A. Degree:**

- 1. The credit hours claimed beyond the degree must have been earned after the degree was granted.**
- 2. All credit hours must be verified by an official transcript from an institution of higher education accredited by the state board of education or a regional accrediting association.**
- 3. The credits earned beyond the degree may be either undergraduate hours or graduate hours and be in a relevant pedagogy or content area.**
- 4. There will be no change in training status for salary purposes after contracts are issued unless the teacher certifies at that time (in writing) that he/she plans to have sufficient college credit to advance in training.**
- 5. Credits must be earned before September 1. Transcripts must be received on or before September 10.**
- 6. Any extension of the one hundred and fifty-seven (157) day contract shall provide that teachers so assigned shall have their salaries augmented for each day by adding 1/157 to their salary, with the exception of special workshops where per diem allowance is granted.**
- 7. All years of service shall be determined in accordance with Idaho Code 33-1004b.**
- 8. Advancement from step to step on the Resident Professional section of the Salary Schedule will align with Idaho Code. Advancement from step to step on the Professional section of the Salary Schedule will occur provided the employee has received an overall "proficient" on their evaluation.**
- 9. Final approval must be granted by the Superintendent.**
- 10. Any compensation plan of the District for its bargaining unit employees will be incorporated into and become a part of this agreement.**

**ARTICLE X.**  
**TEACHERS SALARY SCHEDULE**  
**2024-2025**

<b>Step</b>	<b>BA</b>	<b>BA+24</b>	<b>MA</b>
<b>1 (R1)</b>	\$47,100.00	\$47,400.00	\$47,700.00
<b>2 (R2)</b>	\$47,700.00	\$48,633.00	\$48,942.00
<b>3 (R3)</b>	\$48,700.00	\$49,903.00	\$50,221.00
<b>4 (P1)</b>	\$49,800.00	\$51,800.00	\$53,300.00
<b>5 (P2)</b>	\$51,105.00	\$53,165.00	\$54,710.00
<b>6 (P3)</b>	\$52,449.00	\$54,571.00	\$56,162.00
<b>7 (P4)</b>	\$53,833.00	\$56,019.00	\$57,658.00
<b>8 (P5)</b>	\$55,259.00	\$57,511.00	\$59,199.00
<b>Step 9</b>	\$56,428.00	\$58,747.00	\$60,486.00
<b>Step 10</b>	\$57,941.00	\$60,329.00	\$62,121.00
<b>Step 11</b>	\$59,499.00	\$61,959.00	\$63,805.00
<b>Step 12</b>		\$63,638.00	\$65,539.00
<b>Step 13</b>		\$65,367.00	\$67,325.00
<b>Step 14 (Longevity)</b>		\$68,500.00	\$71,000.00
<b>Step 15 - AP 1</b>	\$60,100.00	\$62,100.00	\$63,600.00
<b>Step 16 - AP2</b>	\$62,100.00	\$64,100.00	\$65,600.00
<b>Step 17 - AP 3</b>	\$64,100.00	\$66,100.00	\$67,600.00
<b>Step 18 - AP 4</b>	\$66,100.00	\$68,100.00	\$69,600.00
<b>Step 19 - AP 5</b>	\$68,100.00	\$70,100.00	\$71,600.00

**\*Longevity Stipend: Individuals already on Step 13 and meeting the eligibility requirements (BA+24 or Masters with an overall proficient ranking and no areas that are unsatisfactory) during the 2023-24 school year will receive a longevity stipend in addition to the Step 13 salary. The contract amount for such teachers shall be \$68,500 for teachers residing in the BA+24 column. Teachers residing in the MA column will receive a contract in the amount of \$71,000.**

**Teachers who are recognized by the State as Advanced Professional will be paid either the appropriate AP step on the Salary Schedule, or their step with advancement on the Step 9 to Step 14 section of the salary schedule, whichever is greater.**

**ARTICLE XI.**

**EXTRACURRICULAR ACTIVITIES AND SPECIAL ASSIGNMENT CONTRACTS  
SALARY SCHEDULE**

Extracurricular stipends will be computed annually on the following percentages of the current Snake River School District's Teachers Salary Schedule BA Step 1 or at the indicated rate:

**High School**

***Head Coaches***

Boys' Basketball	<u>10%</u>
Girls' Basketball	10%
Wrestling	10%
Football	10%
Volleyball	10%
Track	9%
Baseball	9%
Softball	9%
Golf	9%
Cross Country	9%
Soccer	9%
Cheer	9%

***Assistant Coaches & 9<sup>th</sup> Grade Coaches***

Boys' Basketball	7%
Girls' Basketball	7%
Wrestling	7%
Football	7%
Volleyball	7%
Track	7%
Baseball	7%
Softball	7%
Cross Country	7%
Cheer (JV, C-team)	7%

**Junior High School**

***8<sup>th</sup> Grade Coaches***

Boys' Basketball	5%
Girls' Basketball	5%
Wrestling	5%
Volleyball	5%
Track	5%
Cross Country	5%

***7<sup>th</sup> Grade Coaches***

Volleyball	5%
Boys' Basketball	5%
Girls' Basketball	5%
Wrestling	5%
Assistant Track	5%
Assistant Cross-Country	5%



<b>Intramurals - Middle School</b>		<b>4%</b>
<b>Senior Project Advisor</b>		<b>6%</b>
<b>Student Government - High School</b>		<b>6%</b>
<b>Student Government - Jr. High</b>		<b>4%</b>
<b>Pep Band - High School</b>		<b>5%</b>
<b>Band Concerts - High School</b>		<b>5%</b>
<b>Marching Band</b>		<b>5%</b>
<b>Assistant Marching Band</b>		<b>4%</b>
<b>Color Guard Coach</b>		<b>5%</b>
<b>Strings Orchestra</b>		<b>7%</b>
<b>Jazz Band</b>		<b>5%</b>
<b>Choral Music High School</b>		<b>7%</b>
<b>All School Musical - High School</b>		<b>7%</b>
<b>All School Musical - Assistant High School</b>		<b>5%</b>
<b>College &amp; Career Advisor</b>		<b>8%</b>
<b>Speech/Debate Coach – High School</b>		<b>8%</b>
<b>Assistant Speech/Debate Coach – High School</b>		<b>6%</b>
<b>Drama Coach - High School</b>		<b>8%</b>
<b>Dance Coach – High School</b>		<b>9%</b>
<b>Assistant Dance Coach – High School</b>		<b>7%</b>
<b>Dance Coach – Junior High</b>		<b>5%</b>
<b>Cheerleader Coach - Junior High</b>		<b>5%</b>
<b>Annual - High School</b>		<b>7%</b>
<b>Jr. High Activities Coordinator</b>		<b>6%</b>
<b>Honor Society</b>		<b>4%</b>
<b>FCCLA</b>		<b>5%</b>
<b>BPA</b>		<b>5%</b>
<b>FFA</b>		<b>10%</b>
<b>Summer Weight Room Supervisor</b>		<b>5%</b>
<b>District Strength and Speed Coordinator</b>		<b>8%</b>
<b>Jr. High Assistant Coaches (8)</b>	<b>\$500</b>	
<b>Auditorium Director (1)</b>	<b>\$1200</b>	
<b>Curriculum Consultant (1)</b>	<b>\$2000</b>	
<b>Secondary Core Subject Team Leader (4)</b>	<b>\$1200</b>	
<b>Pre-K-8 Grade Level Leader (10)</b>	<b>\$1200</b>	
<b>Gifted/Talented Teacher (4)</b>	<b>\$1000</b>	
<b>Technology Specialist (6)</b>	<b>\$1500</b>	
<b>Special Education Teacher (10)</b>	<b>\$25.00/hour</b>	<b>(up to 40 documented hrs)</b>
<b>SROHS Team Leader (2)</b>	<b>\$1000</b>	

<b>After-School Revenue Producing Activities</b>	<b>\$11.00/hour</b>
<b>Detention</b>	<b>\$11.00/hour</b>
<b>Lunch Duty</b>	<b>\$11.00/hour</b> <b>(Or in exchange for early release)</b>
<b>Recess Duty</b>	<b>\$11.00/hour</b> <b>(Or in exchange for early release)</b>

**When assigned by a principal or immediate supervisor to perform supervisory duties, compensation will be made in accordance with the hourly rate established in the extra-curricular salary schedule. Staff may be expected to perform additional supervisory duties which are one-time in nature or of a short-term duration, such as field trips, club-sponsored activities, or events. Such duties shall not be included in the extra-curricular salary schedule, and the employee will not be compensated for any additional time required to attend these events.**

## **ARTICLE XII.**

### **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 the law by a court of competent jurisdiction, the Board and Association shall enter into negotiations within fifteen (15) days to agree on a successor clause for the invalidated article. The balance of this Agreement shall not be affected by any such ruling and shall remain in full force and 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 XIII.**

**DURATION**

**This agreement shall be effective July 1, 2024 through June 30, 2025.**

**Any individual contract between the Board and an individual employee in the bargaining unit, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains language or terms inconsistent with this agreement, then this agreement shall be controlling.**

**ARTICLE XIV.**

**ACCEPTANCE**

**This Agreement is signed on this 24th day of May, 2024, for implementation on July 1, 2024. This agreement shall be binding on the parties hereto.**

**Josh Sorensen  
Chairman of the Board of Trustees  
Snake River School District 52**

**Jon Hawkes  
President  
Snake River Education Association**