

# **NEGOTIATION AGREEMENT**

**between**

**BOARD OF TRUSTEES**

**MOSCOW SCHOOL DISTRICT 281**

**and the**

**MOSCOW EDUCATION ASSOCIATION**

**2020-2021**

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**ARTICLE I – ADMINISTRATION****PREAMBLE**

This Negotiation Agreement by and between the Moscow Education Association and the Moscow School District Board of Trustees for the current school year, in accordance with Idaho Code 33-1271 through 33-1276, is created in an atmosphere of mutual trust and respect. We believe that this is in our best interest and not only ensures a more collegial atmosphere in which to work, but also fosters positive relations with the community and provides a healthier learning environment. This agreement, negotiated in good faith between these two parties, supersedes Moscow School District Policy when the two conflict.

In furtherance of these objectives, we agree to:

1. Treat each other with courtesy and respect.
2. Honor promises and commitments whether written or oral.
3. Maintain honesty in our dealings with one another.
4. Maintain open and honest communications by sharing important concerns and happenings in a timely manner.

**1.1 Definition of Terms**

As used in this Agreement, the following terms will have the following meanings unless the context in which they are used shall clearly indicate another meaning.

1. “District” shall mean Moscow School District No. 281.
2. “Board” shall mean the Board of Trustees of Moscow School District No. 281 as the governing body of the District.
3. “Association” shall mean the Moscow Education Association.
4. “Certificated employees” or “employees” shall mean those educational employees for whom the Association is recognized as the exclusive bargaining agent for the Negotiation Agreement.
5. Words denoting gender shall be deemed to include both the masculine and feminine and words denoting numbers shall be singular and plural unless the context in which they are used clearly indicates other usage was intended.

6. "Instructional day" shall mean the period of formal student instruction at each school. In the event that double sessions or other schedule changes are deemed necessary and instituted by the Board, the instructional day shall end with the termination of formal student instruction for each session.
7. "Administrator" shall mean Superintendent, Assistant Superintendent, Directors, Supervisors (non-certified), Principals and Assistant Principals.

### **1.2 Ratification/Effective Dates**

This Agreement shall become effective on July 1 immediately preceding the school year the Agreement is in effect and shall expire on June 30 of the following year. This Agreement may be amended or modified during this contract year only with written mutual consent of the parties, court order or governmental action.

If the parties reach an Agreement via the negotiation process, ratification shall occur pursuant to the provisions of Idaho Code, and each party shall provide the other with written notice of ratification.

### **1.3 Severability**

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 or deemed invalid by any change in law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

### **1.4 Individual Contract Compliance**

Any individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement with the exception of those certificated employee contracts as per Idaho Code 33-1004H. If an individual contract contains language or terms inconsistent with this Agreement, then this Agreement (to the extent permitted by law) shall be controlling.

### **1.5 Recognition**

The Moscow Education Association, having been duly elected by a majority of the professional staff members as required by applicable provisions of the Idaho Code, is recognized by the Moscow Board of Trustees as the exclusive bargaining agent for the professional negotiations for the year, which this Agreement is in effect. Administrators are excluded from the provisions of this Agreement.

## **1.6 Duplication and Distribution of Agreement**

Within thirty (30) days of ratification of the Agreement, the Board representative and MEA representative shall work together to have two original signed copies available for both the District and MEA. Printing of the two original copies shall be completed by the Board. The cost of the duplication and distribution will be borne equally by both parties. The District will place a PDF copy on the district website.

## **1.7 Preemptive Clause**

Nothing contained in this Negotiation Agreement is intended to or shall conflict with, or abrogate the powers or duties and responsibilities vested in the legislature, State Board of Education, or the Moscow School District Board of Trustees by the laws of the State of Idaho and all federal laws. The Moscow School District Board of Trustees is entitled, without negotiation or reference to any Negotiation Agreement, to notify the Moscow Education Association President and to take immediate action that may be necessary to carry out its responsibility due to situations of emergency or force majeure (sometimes called acts of God). Nothing contained within this passage shall diminish the right of the Board of Trustees of the District to promulgate rules and regulations for the governance of the District as provided by the Idaho Code and federal law.

## **1.8 Harmony Committee**

An ongoing committee shall be established composed of the Superintendent, up to two other members chosen by the Superintendent, the President of the MEA and up to two other members of the MEA Executive Committee. The committee will use best efforts to meet on a regular basis during the workday at least once a month to review and discuss current school problems and practices. The purpose of such meetings is to share information, improve communications between the MEA and the administration and to prevent grievances from occurring. However, the committee shall not discuss grievances once they have been filed.

## **1.9 Association Business**

1. The Association may post notices of its activities and matters of organization concern on a bulletin board to be provided in each school building by the District.
2. The Association may communicate with its members as long as it does not interfere with the educational process.
3. Names and schools of newly hired teachers shall be provided to the Association within fourteen (14) days of the beginning of school.

4. The Association shall be entitled to the use of school equipment and space provided such use does not interfere with normal District operation. Materials shall be used at Association expense. The Association agrees to pay for any school property damaged by its members through its use.
5. Representatives of the Association shall be entitled to use District school buildings for meetings and to transact official business on school property at all reasonable times. This will be permitted as long as it does not interfere with the certificated employees' respective classroom responsibilities and subject to notification of the building principal.
6. Representatives of the Association shall be permitted during the first or second contract day of school for certificated employees, to present Association programs to all employees within the bargaining unit. Furthermore, the Association shall be given an opportunity at faculty meetings to present reports and announcements.
7. The Association President shall be entitled to written or electronic notice of all regular and special meetings of the Board. A copy of the Board meeting minutes shall be sent to the Association President.

#### **1.10 Financial Records**

Pursuant to Idaho's Public Records Act, Idaho Code ~~9-33974-102~~, the Board agrees to furnish the Association, upon request to the Superintendent, all public financial information as required by law for developing intelligent and constructive proposals on behalf of certificated employees of the District.

#### **1.11 Dispute Resolution**

If an impasse occurs during negotiations, either party may request mediation. Due to time constraints, mediation request will first be directed toward local mediators from the Idaho Supreme Court list of approved mediators, the State Superintendent of Public Instruction or any other mediation provider mutually agreed to by the parties. All costs and expenses for a mediator shall be borne equally by the parties. Each party shall bear its respective costs associated with preparation for and attendance at mediation.

#### **1.12 Workday**

1. The workday shall be established by the Board and shall not exceed 7.75 continuous hours.
2. Within the instructional day, each full-time employee shall be provided a minimum of thirty continuous minutes, duty-free lunch. Arrangements for other certificated personnel to eat lunch will be determined by mutual agreement between employee(s) and the building principal or supervisor.



3. Within the instructional day, one forty-five (45) minute preparation period of continuous time shall be provided each full-time employee. If a school uses an alternate daily schedule, preparation time must be no less than 225 minutes per week, or in case of a shortened week, preparation time will be proportional to the number of instructional days in the week. Arrangements for other certificated personnel to prepare for instruction will be determined by mutual agreement between employee(s) and the building principal or supervisor. If class periods, including preparation periods, will be shortened on collaboration days, the administration will ensure:
  - A. Teachers will have a preparation time on collaboration days equal in length to any other collaboration day class period.
  - B. The administration will lengthen the duration of preparation periods on non-collaboration days so every teacher will be provided either a 45-minute preparation period of continuous time or an average of 45 minutes per day.
  - C. Certified staff will be paid twenty-five dollars (\$25.00) for any full preparation period they miss due to being asked to substitute for another teacher. The Compensation Form must be filled out and approved by the administrator.
  
4. Teacher workdays as identified in the MSD Master Calendar shall be uninterrupted by District or building meetings except by mutual agreement. "Mutual agreement" is defined as a simple majority vote of the staff.

Exceptions:

- A. A District opening meeting, an MEA meeting and all building meetings will be held within the first five teacher workdays at the beginning of the school year.
- B. Emergency briefings.
- C. Special education transition meetings.
- D. The new teacher meeting.
- E. Prior to the January Teacher Workday, Special Education/Exceptional Children teachers that are impacted by data board meetings will be given a teacher workday for the purpose of producing Progress Monitoring Reports.

**1.13 Case Load**

In the interest of a sound learning environment, the Moscow School District No. 281 shall endeavor to maintain class sizes based on the following guidelines for maximum number of students:

<b>LEVEL</b>	<b>GUIDELINES FOR NUMBER OF STUDENTS</b>
K-1	22 per classroom
2-3	23 per classroom

4-5	26 per classroom
6-12	145
Academic core and academic electives caseload	
6-12	165
PE/Music/Electives caseload	
K-5 Special Education	19 Caseload
6-12 Special Education	23 Caseload
6-12 Special Ed designated as significant needs	15 Caseload

If the teacher's caseload exceeds the guidelines above, a meeting will be held between the building principal, the affected teacher and the superintendent or designee to discuss options for reducing the caseload. The meeting will be held within the first three weeks of the start of a new semester, or quarter if course is for only a quarter, at which time the affected teacher will be provided one of the following options:

Caseload for grades K-5, the following shall apply:

- For teachers with 1 to 4 students over the agreed upon caseload maximum the teacher shall choose an hour of aide time per student/per day or \$100 per student over the agreed upon caseload per semester.
- For teachers with 5 to 9 students over the agreed upon caseload maximum the teacher shall receive a \$100 stipend per student/per semester and an hour of aide time per student/per day.
- If a teacher has 10 or more students over the maximum caseload, the District will take immediate action to bring the caseload to below 9 students over the maximum caseload per semester.

Caseload for K-5 Specialist, the following shall apply:

- For teachers where caseload exceeds the grade level maximum, an aide will be offered for the affected class period.
- For teachers who have classrooms with a complete classroom and a split classroom, an aide will be provided to assist the teacher. In addition, \$25 per student over the appropriate grade level maximum per semester will be paid.

Caseload for grades 6-12, the following shall apply:

- For teachers with 1 to 4 students over the agreed upon caseload maximum a \$25 stipend per additional student stipend per semester.

- For teachers with 5 to 9 students over the agreed upon caseload maximum a \$50 stipend per additional student stipend and one day of prep per semester. If a teacher has 10 or more students over the maximum caseload, the District will take immediate action to bring the caseload to below 9 students over the maximum caseload per semester if requested by the teacher.

Caseload for Special Educators, the following shall apply:

- If the caseload is exceeded, the Special Educator shall receive one additional Paperwork Day per semester, and \$100 per semester for each student above the caseload.

Caseloads must be over the maximum for 35 school days of the semester for the teacher to receive the agreed upon accommodations.

#### **1.14 Assignment, Reassignment**

1. Assignment and reassignment of professional, certified personnel will be based on the best interest of students and the responsibilities of the district to operate its approved programs.
2. Definitions:
  - A. Assignment is defined as the administrative placement of teachers within certification and endorsement areas.
  - B. Reassignment is defined as the administrative change in assignment, voluntary or involuntary, based upon the best interest of students and/or the responsibilities of the district to operate its approved programs.
3. The Superintendent is authorized to assign or reassign non-administrative professional, certified personnel based upon the best interests of students, so the District can best operate its approved programs. This may be done within and between buildings only after discussion with principals and teacher(s) involved. Employees to be affected by changes in assignments, including personnel returning from leave, shall receive prior written notice.
4. The Superintendent, within five (5) working days of verbal notice, shall provide a teacher subject to an involuntary change in assignments(s) written, meaningful reasons to justify such a change. Any teacher receiving such written statement of reasons for reassignment may respond to the same, in writing, within five (5) working days of receipt of such reasons. Such response shall be reviewed by the Superintendent and shall be placed in the teacher's personnel file.

5. Before vacancies are filled from within or outside of the district, allowance shall be made by the Superintendent or designee to administratively place continuing contract employee(s) returning from extended leave of absence in the assignments(s) held by the employee(s) before the leave was granted, unless such assignment(s) has been eliminated; in which case the employee(s) will be placed in an assignment(s) for which he/she is certified.
6. A certified teacher who is contracted to fill the position of a teacher who has been granted official leave of absence by the Board of Trustees may, upon administrative recommendation and with the concurrence of the Superintendent, be offered the option of remaining in that position for the duration of the leave granted by the Board of Trustees if the leave is extended for another year. Long term substitutes filling a vacant position do not have regular contract status and related employment prerogatives.

### **1.15 Transfer**

1. All district certificated employees with appropriate qualifications and whose certified personnel files are complete and up to date, are encouraged to seek alternative assignments for which they are qualified throughout their careers in the Moscow School District.
2. Transfer is defined as an employee-initiated request for change(s) in assignment for which they are qualified by certification and/or endorsement within building or within the District.
3. When a professional staff vacancy occurs, the need for such a position and the assignment of any employees returning from extended leave of absence shall be reviewed by the Superintendent. After consideration of applicable policy, the administrator will notify the Human Resources Office whether a vacancy exists. When a professional staff vacancy is developed, a position vacancy announcement will be immediately posted in each building of the district and sent to the President of the Moscow Education Association.
4. From the date a position vacancy announcement is posted, qualified employees will have a period of five (5) working days during which they may apply for that position. Qualified employees who desire transfers to other teaching positions within the same building or to another building shall send a written or electronic application to the Human Resources Office, which will in turn forward the application for transfer to the building principal. Announcements will specify

- posting dates. All applications for transfer, within building or within district, are to be made through the appropriate method identified by the District. A link to the proper form will be included in any electronic or printed announcement.
5. Priorities: Transfer request from employees within the building or program will be considered first in the selection process. The building administrator will approve or deny requests only after receipt of all in-district applications. Decisions to fill professional, certified employee positions from transfer requests from outside the building or program will be made by the administration after consideration by a selection committee composed of building administrators and staff with consideration of the following:
    - A. Certification, endorsements, highly qualified requirements consistent with the position vacancy.
    - B. Teaching experience within the District consistent with the requested transfer.
    - C. Training specific to the position vacancy.
    - D. Evaluation of performance as a District employee.
  6. Notification: Applicants for transfer will be notified that their requests have been received and are being considered by the administrator announcing the vacancy. Applicants will also be notified by telephone or other appropriate means when the assignment sought is filled.
  7. If a certified staff vacancy is not filled from within the currently employed teaching staff, or if there are no currently employed personnel with the required qualifications, a vacancy will be announced outside the district for solicitation of applications, in conformance with District requirements, if the administration has not already posted it concurrently.
  8. Out-of-district announcements may be made concurrent with the in-district announcements, as approved by the Superintendent.
  9. If a qualified employee wishes to be considered for vacancies, which occur in the summer, the Human Resources Specialist must be notified of a contact phone number and/or email address.
  10. All certified employees on non-continuing contracts who wish to be considered for a transfer or another appointment must notify the Human Resource office prior to the end of the contract year.

**1.16 Committees**

No teacher shall be required to serve on more than two (2) committees as authorized by any District administrator.

The District shall select its representative(s) for district-wide committees. The MEA shall select its representative(s) for district-wide committees and the designated person(s) shall be formally identified.

**1.17 Collaboration Time:**

1. Collaboration time will be used for the following purposes:
  - A. Collaboration between two or more teachers in a building or within grade level to coordinate curriculum preparation and delivery, assessment, and/or building educational priorities.
  - B. Collaboration between two or more teachers to coordinate response for social/emotional needs for students.
  - C. Collaboration between two or more teachers to facilitate the work of their Professional Learning Communities.
  - D. Collaboration between two or more teachers between/among buildings or grade levels to develop curriculum based upon Common Core State Standards in order to provide for more effective curriculum alignment, scope, sequence and learning assessment.
  - E. Teachers who are receiving leadership premiums may present during collaboration time if a request is made by teachers for them to do so.
  - F. Collaboration afternoons immediately preceding conferences will be available for teachers to prepare for conferences, work on report cards, and/or collaborate with colleagues.
2. Collaboration time will not be used for these activities:
  - A. Any activities involving student contact.
  - B. Routine staff meetings.
  - C. IEP meetings, 504 meetings, RTI meetings.

- D. Extended duty paid committee meetings.
- E. To replace teacher workdays scheduled on the MSD calendar that were previously negotiated.
- F. To replace teacher preparation time or any teacher's 30-minute duty free lunch period.

In emergent situations only, exceptions to these un-approved uses of collaboration time may be authorized after discussion between the Moscow School District Board of Trustees or their designee and the Moscow Education Association's leadership.

3. Procedures:

- A. At the beginning of each semester, the District Administrative Team will identify one collaboration date that would be available for a 90-minute, large group, inter-building department collaborations. No later than one week before the scheduled date, if the majority of staff determine the need is not there, it can be removed. The date will be shared with all staff the first week of the semester, using Outlook Invite and Building Leadership Teams. The banking of collaboration time is permitted, as outlined below.
- B. Prior to all collaboration dates, teams will notify building administrator of the collaboration meeting agenda, time, and location. Building administrators may attend collaboration time as a team member. Collaboration will be conducted on district property and may use alternate means to meet, such as video conferencing.
- C. Following collaboration, teams will document collaboration time usage to the building administrator or designee in writing through email or other similar means. The documentation will include a brief collaborative activity description and who was involved in the collaboration. The purpose of this communication is to share information, especially if future administrative action may be useful.
- D. To provide sufficient time for collaboration, teams may bank collaboration time. Team members will be able to use the weekly 45-minute collaboration time for planning or other contractual duties in order to participate in a double-length (90 minutes) collaboration session with team members, either within a building or with other buildings.

- E. Prior to banking collaboration time for a double-length collaboration team meeting, the dates of collaboration time banking and withdrawal will be documented to the building administrator. No more than two collaboration sessions may be banked at a time.
- F. Committees may be created within each building to facilitate professional learning communities and collaboration time.



**ARTICLE II – LEAVES****2.1 Sick Leave**

Each employee shall be credited on a pro-rated basis with an advanced Sick Leave allowance of fourteen (14) days each school year, with pay. Each employee's portion of unused sick leave shall accumulate from year to year without limit. Sick Leave is defined to cover:

1. Serious illness or injury of employee or immediate family residing under the same roof, which incapacitates or prevents him/her from work and/or which might endanger the health of students.
2. Serious illness or injury of a member of the immediate family, not residing under the same roof. (Immediate family is defined as any of the following: spouse, children, significant other, parents, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, and nephew.)
3. The Superintendent may, at any time, require a doctor's certificate or proof of illness.
4. An employee may use accumulated sick leave beyond available Family Medical Leave (FML) for the birth and care of newborn children for placement of a child for adoption or foster care.

**2.2 Personal Leave**

1. Each employee shall be allowed three (3) days Personal Leave to be used for personal business, at no loss in pay, and two (2) days to be used for personal business where the cost of a substitute shall be deducted from the employee's salary.
2. Each employee shall be allowed to accumulate up to six (6) days of Personal Leave in any one school year at no loss in pay. Each employee shall, in addition, be allowed to accumulate up to three (3) personal days where the cost of a substitute shall be deducted from the employee's salary.
3. Unused Personal Leave beyond accumulation limits shall be paid to the employee at the rate of \$100.00 per day in the July paycheck.
4. Retiring teachers will be paid for unused personal leave at the rate of \$100.00 per day in the July paycheck.

5. Advance notice shall be made to the building principal at least twenty-four (24) hours in advance of such leave. One day of Personal Leave may be used when advanced notice is not possible because of a situation suddenly precipitated and whose preplanning could not remove the need for the leave.
6. The maximum number of employees taking Personal Leave on any given day shall be limited to 12% of employees in the district.
7. Personal Leave may be used to extend holidays or vacations if the leave request is submitted at least 10 working days in advance of the leave.
8. A day, for leave purposes, is defined in terms of an employee's F.T.E. status. That is, a full-time employee shall receive a full day of leave as described here while a part-time employee shall receive that portion of a day equivalent to his/her F.T.E. status.
9. In the event of a partial year employee, the employee will receive a fraction of the Personal Leave equal to the fraction of the year employed.

### **2.3 Professional Leave**

Professional leave days with pay may be granted for the purpose of attending or participating in professional meetings, educational workshops, seminars, conferences, or for the purpose of observing other classrooms and teaching techniques to improve instruction and to gain new resources. Members of the certificated staff may be granted such leave upon the approval of the Superintendent, building principal or director, upon written request.

### **2.4 Bereavement Leave**

Leave with full pay for as long as five (5) days shall be allowed during the current academic year for death in the immediate family.

1. One (1) day with full pay shall be allowed for death of a relative other than the immediate family. Time shall be granted to attend the services of a close friend locally.
2. Upon death of an immediate family member, an employee, at the discretion of the immediate supervisor and the Superintendent, shall be able to extend bereavement leave, at full pay, by using up to ten (10) days of the individual's accumulated sick leave to provide time for extended travel, estate settlement or other unforeseen circumstance.

3. Upon death of a spouse or child, an employee, at the discretion of the immediate supervisor and the Superintendent, shall be able to extend bereavement leave, at full pay, through the use of the individual's accumulated sick leave.
4. For purposes of bereavement leave, immediate family includes any of the following: spouse, former spouse, significant other and their immediate family, children, parents, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew.

## **2.5 Extended Leave**

After five (5) years of continuous employment, an employee may be granted a leave of absence for one (1) semester or one (1) academic year for professional study, special assignment, or travel. Leave of Absence may also be granted for personal reasons based on extenuating circumstances on a case-by-case basis.

1. Leave applications for the following academic year must be made to the Superintendent by March 1 for review and recommendations to the Board of Trustees for consideration at the regular March Board meeting. Granting of such leave shall be made at the discretion of the District.
2. An employee on leave of absence must indicate his or her intention to return, in writing, no later than March 1 in order to hold a position. An employee returning from one (1) year's leave shall return to his/her original teaching assignment to the extent that one exists. An employee who has applied for and been granted a second or more consecutive 1 year leave of absence is guaranteed employment within his/her certificated area upon return to the district. An employee returning from one year or one semester leave of absence will receive assignment notification no later than July 1.

## **2.6 Sabbatical Leave**

1. Upon application, up to two Moscow School District employees who have been employed for eight (8) or more continuous years shall be eligible for Sabbatical Leave without pay for one (1) year for the purpose of coursework for added endorsement or professional growth in the professional field of education.
2. An employee, upon return from Sabbatical Leave, shall have the right to employment within his/her certificated area unless restoration to the position(s) he/she vacated prior to the sabbatical leave was pre-approved by the Board of

Trustees, to the extent that such position exists. The returning employee shall be continued at the same position on the salary schedule as if he/she had taught in a district during such period. Insurance benefits shall remain in effect as if the employee were in an employed status by the Board. Sick leave days accumulated prior to the sabbatical leave and all other previously accrued benefits shall remain in effect as if the employee were in an employed status by the Board, but without additional accrual during the sabbatical. An employee who declines to return to District employment at the end of the sabbatical leave shall reimburse the District for the amount of insurance payments made during the leave. The employee must sign a contractual agreement to reimburse the school district the full amount of the insurance payments made in his/her behalf during his/her leave prior to being granted approval of the leave. The contractual agreement will include the date that the reimbursement must take place if the employee does not return to full employment.

3. Applications for sabbatical leave must be submitted prior to April 1 to the Board of Trustees for consideration at the regular April Board meeting.

## **2.7 Jury Duty/Witness Duty**

Employees shall be granted, upon request, leave with full pay for jury duty. Employees are not to be penalized financially while on jury duty or under subpoena as a witness in a court matter. While serving jury duty or when under subpoena as a witness in a court matter, employees will receive full pay from the District in addition to any pay that they receive for court duty except when the employee is under subpoena as a defendant in a criminal action or a plaintiff in a civil action.

## **2.8 Elementary Job Sharing Leave**

Voluntary elementary job sharing will be permitted with the following guidelines:

1. Job sharing teachers will request a "job share leave" annually.
2. Job sharing in which two teachers share one full time position will be voluntary, with each teacher working a .5 FTE contract.
3. All benefits shall be prorated at .5 FTE, including PERSI and insurance benefits.
4. Job sharing teachers shall be required to pay for the other portion of their insurance premium.
5. Job sharing will be allowed only between two renewable contract teachers within the same building and only with the approval of the Principal (and director, if applicable).

6. Job shares will have an additional annual evaluation and shall include indicators such as the ability of the individuals to maintain a positive learning environment for students and maintain a positive working relationship with each other, the building administrator and staff.
7. A job share proposal must be submitted by March 1, which shall include, at minimum:
  - A. How the job share will be organized (semester, half days, or 3/2, 2/3, 2½/2½).
  - B. Understanding that job sharing teachers must attend all teacher conferences, collaboration time, professional development and building meetings as required by the Principal. Teaming and district committees shall not be negatively affected by a job sharing situation.
  - C. Understand that, in the event one of the partners is absent, a substitute will be hired.
  - D. How parent input into class assignments will be managed.
  - E. How particulars of the specific position will be managed.
  - F. How conflict between the individuals will be managed.
  - G. How dissolution will be managed within legal parameters and District regulations. Identification of who gets which position shall be stated in the application.
8. Each job sharing renewable contract teacher who has previously been a full-time renewable contract teacher has a right to a full-time position, if available. Notice of intent to return to a full-time position must be given to the Human Resources Department by March 1. It is not the intent of the job share provision to cause a Reduction in Force (RIF) situation anywhere in the District. The return from a job share to a full-time position cannot and will not result in another teacher losing his/her position due to a Reduction in Force.
9. Job sharing shall be limited to one (1) share per building.
10. Job sharing teacher applicants must meet the standard hiring practices of the District. The Principal and Director of Human Resources will establish guidelines for applications.

11. Job sharing applications shall be reviewed by the Principal and Superintendent or designee who will evaluate the proposal based on the advantages to student, advantages to district, advantages to the teachers involved, estimated probability of success, details of the division of responsibilities and manner of organization and sharing of time, and other instructional and administrative concerns.
12. Job Sharing Dissolution Procedures:
  - A. If one partner is unable to fulfill the contract, the remaining partner shall assume full-time 1.0 FTE status.
  - B. If one partner wishes to return to a full-time status, notice must be given by March 1 (identify who gets which position in the application).
  - C. If, in years 2 or 3 of the job share, the administration dissolves the share, notice must be given to individuals by March 1 (identify who gets which position in the application).
  - D. The job share dissolves at the end of the third year.
13. The Job Sharing Committee will be convened on an as-needed basis.
14. Elementary Specialists: Job sharing leave requests from elementary specialists will be reviewed by the Superintendent on a case-by-case basis. Inability to meet fair hiring practices, avoiding a Reduction in Force (RIF), or finding a suitable partner and/or leave replacement teacher may result in denial of application.
15. Subsequent to administrative review, job sharing leave requests shall be presented to the Board with the administrative recommendation for the Board to take action.

## **2.9 Association Leave**

1. Duly elected delegates, not to exceed 12, of the Moscow Education Association, shall be allowed leave to attend, at Association expense, one regularly scheduled Idaho Education Association Delegate Assembly meeting per year. Substitute salaries shall be paid by the District at the rate of two (2) days leave per delegate for each assembly meeting. The Moscow Education Association will attempt to equalize delegates between buildings to assist with the procurement of substitutes. Notification of such leave shall be submitted by the Association to the affected director or principal who will make substitute requests, in writing, not less than five (5) days in advance of such.

2. Teachers who are officers or committee members of the professional education Association shall be allowed leave to attend meetings of such organizations. The District shall pay only substitute salaries for days of actual attendance at such meetings plus reasonable travel time. A maximum of 42 days per school year shall be authorized for this type of leave and shall be granted upon approval of the Association. In the event the district receives reimbursement for days taken under this provision, an equivalent number of days up to fifteen (15) days shall be credited back to the forty-two (42) days allocated.
3. MEA President or designee leave shall be granted upon request of the District or the MEA for attention to District or Association business. Substitute teacher costs will be paid by the District if attendance is at the request of the District. Substitute teacher costs will be paid by the Association if attendance is requested or required by the Association. All leave time over 30 minutes must be documented in AESOP under the heading of Association leave.

**ARTICLE III – SICK LEAVE BANK****3.1 Operational Guidelines**

1. Application for a grant from the Sick Leave Bank is made in writing and should be submitted as soon as possible. Application for a grant from the Sick Leave Bank should be sent to:

Sick Leave Bank Committee  
C/O Business Manager  
Moscow School District No. 281  
650 N. Cleveland, Moscow, Idaho 83843

2. If the applicant is incapacitated to such an extent that he/she cannot personally apply for a grant, the applicant's immediate supervisor or the applicant's representative may apply on behalf of the applicant.
3. The Sick Leave Bank Committee will respond to each application for a grant in writing and, in the event the application is denied, will state the reason(s) for such denial.
4. The Sick Leave Bank Committee may require proof of incapacitation due to illness or accident. In this event, a signed statement attesting to his/her incapacitation from a licensed physician, osteopath, chiropractor or Christian Science practitioner shall be furnished to the Committee by the applicant.
5. A majority of committee members shall participate in order for the Committee to consider applications for grants or conduct other business. In case of a tie vote, the Chairperson shall cast the deciding vote.
6. To be eligible for a grant, a new member must authorize the membership premium either on orientation day or no later than thirty (30) days following initial employment. To rejoin the Sick Leave Bank after a break in membership, the returning member shall contribute a two (2) day membership premium within the first thirty (30) days of the school year.
7. Continuing employees shall remain members of the Sick Leave Bank unless such employee withdraws by written notice within twenty (20) days of receiving the annual report.



### 3.2 Sick Leave Bank

1. The Sick Leave Bank will be considered a type of payroll protection insurance for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring illness beyond the employee's accumulated sick leave. Each benefitted employee of the District may participate in the Bank. The maximum number of days in the Sick Leave Bank at any one time shall not exceed 1250.
2. To participate, the employee shall contribute a membership premium of two (2) sick leave days within thirty (30) days of employment. Sick Leave days thus contributed as a membership premium shall be deducted from the individual's Sick Leave entitlement and cannot be refunded. Continuing employees who are not currently Sick Leave Bank members may join by completing and submitting the Sick Leave Bank application to the District's Payroll and Benefits Specialist by November 1. New members must contribute two days of sick leave, which will be deducted from their sick leave balance on their November pay stub. Employees who were once members and severed their membership are also required to contribute two days to rejoin the Sick Leave Bank and must apply by November 1. Employees who are less than full-time will be assessed at a rate that is proportional to their FTE.
3. Definitions:
  - A. Benefited Employee: An employee who meets the minimum criteria for hours of work per week to be eligible for the Idaho Public Employee Retirement System.
  - B. Fiscal Year: July 1 to June 30, annually.
  - C. Contract Year: The year beginning with the date written in the employee's individual contract and ending with the last day of work as noted in the contract and provided for by the school calendar.
  - D. Benefit Payments: Payment of sick leave days awarded from the Sick Leave Bank.
4. Upon retirement, an employee may grant his/her remaining Sick Leave days to the Bank.
5. The District will provide funding for Benefit Payments from the Sick Leave Bank.
6. The Sick Leave Bank Committee (hereafter referred to as "Committee") shall consist of two (2) members selected by the Moscow Education Association, one (1) classified employee, the District Business Manager and one (1) Trustee. Volunteers for the classified employee member shall be solicited, and then the member chosen by the District Business Manager after conferring with the

Committee Chair. Members of the committee are appointed for a two-year term. The Committee shall select a chair annually.

7. The purpose of the Committee shall be to review the Sick Leave Bank balance to maintain solvency of the Sick Leave Bank; review the eligibility criteria, operational guidelines, and procedural guidelines for the Sick Leave Bank annually; and to prepare an annual statement for members of the bank.
  - A. The committee shall determine the number of sick leave days each participant must contribute in order to keep the Bank solvent. It will be the responsibility of the Committee to notify the membership fifteen (15) continuous calendar days prior to an additional assessment made during any calendar year. This additional assessment is typically one-half (1/2) day and may not exceed two (2) days per Sick Leave Bank member.
  - B. The Committee will review the Operational and Procedural Guidelines, including the minimum balance for the Sick Leave Bank, and the eligibility criteria for sick leave bank applications annually to ensure they are non-biased and align to the Sick Leave Bank's purpose stated in section 1. In reviewing the guidelines, the committee will address the following:
    - i. Minimum balance for the Sick Leave Bank
    - ii. Termination of membership – reasons and procedures
    - iii. Ensuring that the application and criteria are non-biased and aligned to the Sick Leave Bank purpose
    - iv. Required application documentation
    - v. Application procedures
    - vi. Maximum days allowed per request
    - vii. Procedures for unused days

After the review, the Committee will recommend any necessary changes to the Board of Trustees and the Moscow Education Executive Board for their approval. Upon approval, these Operational & Procedural Guidelines will be updated in the corresponding Board Policy appendix.
  - C. The Committee shall develop an annual statement that will include the guidelines and procedures, and a summary of the previous year, including donations, allocations, and balance. This report shall be distributed to all employees, Board of Trustees, and MEA Executive Committee the first week of October of each school year, along with the annual statement.

**ARTICLE IV – SALARY****4.1 Salary Schedule**

Salaries for the school year that this Agreement is in effect will reflect a 0% increase over the previous salary schedules.

**4.2 Experience**

Experience credit for prior service in state public (K-12) schools or state accredited private (K-12) schools will be accepted on a year-for-year basis. Minimum half year of service on a full-time teaching contract will count as a full year.

**4.3 Extended Service**

1. An employee employed for a period longer than the regular school year shall be paid pro-rata daily sums of their regular salary for each additional day worked, whether part of the employees standard teaching contract or as provided in a supplemental extra day contract.
2. In the event of a future school reconfiguration, the Board will implement a plan that ensures no teacher will be required to work beyond the required contract days.

**4.4 Professional Preparation**

1. Only credits earned after initial certification and degree by certification will be accepted for initial placement on the salary schedule.
2. Individuals who are currently receiving payment on the salary schedule for District-approved in-service program credits or other educational activity approved by the Professional Development Committee will continue to receive payment for credits already earned. No additional credits of this type will be allowed for salary advancement after October 31, 2010.
3. The District will reimburse each Professional Employee for up to three (3) semester credits each annual pay period (September to August) in which the course was completed. The maximum allowance shall be the highest cost of graduate credit for any public University in Idaho. The reimbursement shall be for the cost of the credit only. The Professional Employee must present a receipt/proof of payment and proof of successful completion of the course in the form of an unofficial transcript for reimbursement.

4. Documentation of additional professional preparation, if sufficient to advance the teacher's preparation status, shall be submitted to the Superintendent. This document must be in the form of an official transcript. University semester credits and/or degree completed in the prior academic year (defined as "beginning with the Fall term and ending with the succeeding Summer term") may be used to advance in the next contractual period. In the case of transcripts that do not reflect a specific "semester" or term, a completion date prior to August 31 must appear on the transcript. Transcripts acknowledging semester credits, credit completion, and/or degree completion must be submitted prior to October 31.
5. An employee who accepts employment elsewhere and therefore declines to return to the District for at least one semester following the end of the course shall reimburse the District for the amount of college credit reimbursement received the semester prior to the leave taking place.

#### **4.5 Concurrent Credit Instruction Compensation**

During the current school year, teachers who teach concurrent enrollment courses will receive a \$300.00 stipend per course and \$20.00 for each student concurrently enrolled during the school year. Any money left over will be placed in an account for concurrent enrollment books and materials. At the end of the school year, a report will be generated and shared with the MEA, showing an itemized breakdown of per pupil revenue and per teacher expenses for current school year. (\$1,200 cost to the District projected.)

#### **4.6 Employee Travel**

1. Attendance at Meetings and Conferences: An employee wishing to attend a meeting dealing with his/her particular field of interest must request, in writing, and obtain permission of his/her immediate supervisor. The request should include the date and location of the conference. Travel outside the northwest area is generally discouraged because of travel cost. Exceptions to this may be made when employees are invited to participate or when an employee has acquired a committee membership.

Employees who attend approved curriculum conferences or professional subject area meetings may be entitled to reimbursement for travel expenses, meals and lodging in accordance with the following schedule if approved in advance:

- A. Travel expense – The state-approved rate per mile shall be paid when traveling by auto, coach fare when traveling by plane, bus or train. (Mileage payments will not exceed the cost of coach airfare between Moscow and destination.)

- B. Living expense – not to exceed the allowable state rate.
- C. Reimbursement – shall be subject to the employee filing approved expense form with receipts for lodging and travel.

2. Employee Required Travel:

- A. Employees who are required to travel for school-sponsored activities shall be entitled to reimbursement for expenses incurred subject to submission of approved expense forms and receipts. Expenses for chaperones for club-sponsored activities shall be paid for by the sponsoring club.
- B. Employees who are required to travel to more than one school building per day as a condition of their employment shall be allowed reimbursement for mileage incurred in the performance of their contracted responsibilities from the first building to other schools visited during the day if a personal vehicle is used.
- C. Reimbursement shall be at the state-approved rate, limited to those positions requiring transportation as a condition of employment. Eligible employees will be notified of the availability of the travel reimbursement and applicable forms.

3. Committee Appointment:

Employees who have been appointed to federal or state education commissions, committees and agencies, who are not otherwise compensated by virtue of the appointment, shall be allowed leave to attend regularly scheduled meetings relevant to that appointment, subject to prior approval of the Superintendent. Substitute salaries shall be paid by the District for each day of actual attendance at such meetings plus reasonable travel time.

4. Association Travel:

An employee may use Association Leave provided in Article 2.9 for absences related to this Article. However, the District cannot reimburse an employee for travel expenses involved in attending meetings of the MEA, IEA, NEA, or other such affiliation or organization.

**4.7 Additional Duty Compensation**

Work performed for the following District-level committees that meet monthly outside of the 7.75-hour workday shall be paid a stipend in June, pro-rated for the number of meetings attended, to a maximum of \$250.00 per school year: Curriculum and

Assessment Committee, Insurance Committee, and Professional Development Committee.

#### **4.8 Payroll Deduction**

1. Upon written authorization of any Certificated Employee within the bargaining unit, the School District shall deduct from the pay of such employee the monthly amount of dues required for membership in the Association, as certified by the Association, and transmit said dues to the treasurer of the Association according to current practice unless otherwise advised by the Association.
2. Authorization and revocation of membership shall continue to be provided to the District on forms authorized and provided to individuals by the Association. It is understood that the Board shall accept resignations or revocations at any time, and further, if a resignation or revocation shall occur, the District shall inform the Association President within five (5) working days.

**ARTICLE V – EXTRA-CURRICULAR SALARY****5.1 Extra-Curricular Salary Schedule**

All activity coaches/directors/advisors will receive compensation for their services based upon the following formula: % x current Moscow School District salary schedule base x experience index. The experience index corresponds to the number of years an employee has worked with the program.

Modifications of the salary percentages within a specific sport category may be modified by administration but must be completed prior to annual contracts are provided to the staff members affected. Notification must be made to the MEA president and superintendent prior to finalization of the change.

**5.2 In-District Experience**

A continuing coach/director/advisor may carry forward all experience credit as they advance within a program. Experience credit will not be granted across program offerings.

**5.3 Season Defined**

A season extends from the official start date of practice(s) through the date of the last competition and any reasonable cleanup and inventory time.

**5.4 Experience Index**

Index	A	B	C	D	E	F	G	H	I
	1.000	1.015	1.030	1.045	1.060	1.075	1.090	1.105	1.120
0.02	\$642	\$652	\$662	\$671	\$681	\$690	\$700	\$710	\$719
0.03	\$963	\$978	\$992	\$1,007	\$1,021	\$1,036	\$1,050	\$1,064	\$1,079
0.04	\$1,284	\$1,304	\$1,323	\$1,342	\$1,361	\$1,381	\$1,400	\$1,419	\$1,439
0.05	\$1,605	\$1,630	\$1,654	\$1,678	\$1,702	\$1,726	\$1,750	\$1,774	\$1,798
0.06	\$1,927	\$1,955	\$1,985	\$2,013	\$2,042	\$2,071	\$2,100	\$2,129	\$2,158
0.07	\$2,248	\$2,281	\$2,316	\$2,349	\$2,383	\$2,416	\$2,450	\$2,484	\$2,517
0.08	\$2,569	\$2,607	\$2,646	\$2,684	\$2,723	\$2,761	\$2,800	\$2,839	\$2,877
0.09	\$2,890	\$2,933	\$2,977	\$3,020	\$3,063	\$3,107	\$3,150	\$3,193	\$3,237
0.1	\$3,211	\$3,259	\$3,308	\$3,355	\$3,404	\$3,452	\$3,500	\$3,548	\$3,596
0.11	\$3,532	\$3,585	\$3,639	\$3,691	\$3,744	\$3,797	\$3,850	\$3,903	\$3,956
0.12	\$3,853	\$3,911	\$3,970	\$4,027	\$4,084	\$4,142	\$4,200	\$4,258	\$4,316
0.13	\$4,174	\$4,237	\$4,300	\$4,362	\$4,425	\$4,487	\$4,550	\$4,613	\$4,675
0.14	\$4,495	\$4,563	\$4,631	\$4,698	\$4,765	\$4,833	\$4,900	\$4,967	\$5,035
0.15	\$4,816	\$4,889	\$4,962	\$5,033	\$5,105	\$5,178	\$5,250	\$5,322	\$5,394
0.16	\$5,138	\$5,215	\$5,293	\$5,369	\$5,446	\$5,523	\$5,600	\$5,677	\$5,754
0.17	\$5,459	\$5,541	\$5,624	\$5,704	\$5,786	\$5,868	\$5,950	\$6,032	\$6,114
0.18	\$5,780	\$5,866	\$5,954	\$6,040	\$6,127	\$6,213	\$6,300	\$6,387	\$6,473
0.44	\$14,128	\$14,340	\$14,555	\$14,764	\$14,976	\$15,188	\$15,400	\$15,612	\$15,824
0.48	\$15,413	\$15,644	\$15,879	\$16,106	\$16,337	\$16,569	\$16,800	\$17,031	\$17,262

**LEGEND – YEARS:**

A = 0-2	F = 15-17	BASE= \$32,110
B = 3-5	G = 18-20	
C = 6-8	H = 21-23	
D = 9-11	I = 24+	
E = 12-14		



**5.5 Compensated Extra-Curricular Activities**

<b>Position</b>	<b>Multiplier</b>
Varsity Football	16%
Junior Varsity Football	13%
Assistant Varsity Football	11%
Assistant Varsity Football	11%
Assistant Varsity Football	11%
Assistant Varsity Football	11%
9th Football	12%
8th Football	10%
7th Football	10%
Assistant Football (8 <sup>th</sup> )	8%
Assistant Football (8 <sup>th</sup> )	8%
Assistant Football (7 <sup>th</sup> )	8%
Assistant Football (7 <sup>th</sup> )	8%
Varsity Volleyball	13%
Varsity Asst. Volleyball	3%
Junior Varsity Volleyball	10%
9th Volleyball	9%
8th Volleyball	8%
7th Volleyball	8%
7/8 Volleyball	3%
	Maximum 12%
Varsity Cross Country	13%
Assistant Cross Country	10%
MS Cross Country	10%
MS Asst. Cross Country	5.6%
Varsity Swim	13%
JV Swim	10%
Varsity Boys Soccer	13%
JV Boys Soccer	10%
Varsity Girls Soccer	13%
JV Girls Soccer	10%
Head Athletic Trainer	48%
Assistant Athletic Trainer	44%

H.S. Cheerleader Advisor	14%
Junior Varsity Cheer Coach	9%
MS Cheerleader Advisor	12%
MS Cheerleader Advisor Asst.	8%
Varsity Boys Basketball	16%
Varsity Asst. Boys Basketball	5%
Junior Varsity Boys Basketball	10%
9th Boys Basketball	10%
8th Boys Basketball	8%
7th Boys Basketball	8%
7/8 Boys Basketball	3%
	Maximum 12%
Varsity Girls Basketball	16%
Varsity Asst. Girls Basketball	5%
Junior Varsity Girls Basketball	10%
9th Girls Basketball	10%
8th Girls Basketball	8%
7th Girls Basketball	8%
7/8 Girls Basketball	3%
	Maximum 12%
Varsity Wrestling	16%
Assistant H.S. Wrestling	8%
Assistant H.S. Wrestling	8%
Assistant H.S. Wrestling	8%
MS Wrestling	10%
Assistant MS Wrestling	5.6%
Assistant MS Wrestling	5.6%
Varsity Track Coach	15%
Assistant H.S. Track	7%
Assistant H.S. Track	7%
Assistant H.S. Track	7%
Assistant H.S. Track	7%
Assistant H.S. Track	7%
Assistant H.S. Track	7%
MS Head Track	11%
MS Assistant Track	5.6%
MS Assistant Track	5.6%
MS Assistant Track	5.6%
MS Assistant Track	5.6%

MS Assistant Track	5.6%
MS Assistant Track	5.6%
Varsity Baseball	15%
Assistant Varsity Baseball	7%
Junior Varsity Baseball	10%
Asst. JV or 9 <sup>th</sup> Baseball	7% or 9%
Varsity Tennis	12%
Junior Varsity Tennis	5.5%
Asst. Tennis	3.5%
Varsity Golf	12%
Assistant Golf	9%
Varsity Softball	15%
Assistant Varsity Softball	7%
Junior Varsity Softball	10%
Asst. JV or 9 <sup>th</sup> Softball	7% or 9%
H.S. Pep Band Director	8%
MS/HS Orchestra	4%
High School Band	4%
M.S. Jazz/Pep Band Dir.	4%
H.S. Jazz Band Director	6%
H.S. Vocal	4%
M.S. Vocal	4%
M.S. Band	4%
H.S. Jazz Choir	6%
Elementary School Choir	5%
Elementary Orchestra	5%
Weight Training (summer)	11%
MHS National Honor Society	4%
MHS Key Club	4%
H.S. Yearbook Advisor	13%
M.S. Yearbook Advisor	8%
H.S. Drama Director	16%
M.S. Drama Director	7%
H.S. Academic Competition	8%
M.S. Knowledge Bowl	8%
H.S. Natural Helpers	8%
H.S. ASB Advisor	4%
M.S. Technology Club	4%

M.S. Environmental Club	4%
M.S. Earth Club	4%
H.S. Environmental Club	4%
Freshman Class Advisor	2%
Sophomore Class Advisor	2%
Junior Class Advisor	2%
Senior Class Advisor	3%
Sixth Grade Science Camp Coord.	Up to 2 at 3%
Sixth Grade Science Camp Teacher	Up to 3 at 2%
RTI Team Leaders	
Two per Building – Tier Three	
1 General Education	3%
1 Special Education	3%

**ARTICLE VI – PERSONNEL****6.1 Right to Due Process**

Any employee, whose contract may be adversely affected, shall have the charges reduced to writing and delivered to him/her prior to any action being taken by the employer. A certified employee shall have the right to have a representative of his/her own choosing present during any hearing which may adversely affect his/her employment status. For further detailing of due process rights refer to Board Policy Section 4000 and Idaho Code 33-513 (5).

**6.2 Employment Safety and Health**

Employees will not be required to perform any duty or act, which threatens anyone's physical safety or well-being.

**6.3 Personnel Files**

Personnel files shall be kept in accordance with Idaho Code.

1. No personnel records shall be kept on employees in any place other than in designated personnel files or electronic personnel files in the personnel office and in their base school, which records will be duplicated copies of the records in the personnel office files.
2. Material regarding an employee, which affects his/her evaluation or his/her continued employment that is presented to the administration by any parent, student, or other person shall be called to the employee's attention within ten (10) working days of receipt of material. Said employee shall have the right to attach a response and supporting documentation to the original material.
3. Employees shall be entitled to review any documentation being utilized in disciplinary proceedings.

**6.4 Discipline/Reprimand**

No employee shall be disciplined or reprimanded without being given the reasons therefore by the person performing such act. Any employee so disciplined or reprimanded may reply by written statement and may request that such response be placed in said employee's personnel file. For further information, refer to Board Policy Section 4000.

## 6.5 Dismissal, Etc.

No employee shall be reduced in compensation, non-renewed or dismissed or terminated otherwise than in accordance with requirements prescribed by statutes of the State of Idaho.

## 6.6 In-service

In order to improve the instructional program, the District shall maintain Professional Development Committee (PDC) comprised of at least as many teachers as there are administrative members. The committee shall survey district-wide staff to assess development needs. Survey results will be disseminated to the certified staff within 30 working days after the survey deadline. Using the survey results, the committee will plan in-service training programs, which will directly reflect district needs. In-service training programs will be identified for the ensuing school year no later than the last certified staff contract day. Teacher members of the PDC shall be elected by respective building teachers.

The State of Idaho supports two Professional Development days within the school year. These professional development days enable the district to provide, and certified employees to seek, activities such as workshops, in-services, and trainings that enhance best practices, improve instruction, increase professional knowledge, enhance student achievement, and meet district goals identified through the on-going accreditation process.

1. A certified employee who wishes to attend a workshop, in-service, or training outside of the district, must obtain approval, in writing from his/her building principal. The certified employee must submit a written request stating the name, location, cost of the in-service or training, and a brief explanation of how the choice will enhance student achievement and professional growth and/or address district goals identified through the on-going accreditation process. The application must further state how the cost will be paid (e.g. grant, district funds, self).
2. Principals will take into account the employee's teaching assignment, the needs of the district, and the employee's teaching certification, and shall respond within five (5) working days.
3. Approval of an alternative professional development opportunity to the district sponsored in-service, shall be granted if all of the following conditions are met and the request is submitted in a timely manner, as determined by the Professional Development Committee:
  - the in-service day is dedicated to collaborative work on district goals
  - the team's (i.e., grade level team, department team, building team) work toward completing the assigned task has been completed prior to the in-service day

- a request form has been filled out and submitted explaining the alternative professional development opportunity, how it supports the teacher's individual Professional Growth Plan, and how progress toward meeting that goal will be measured
  - the request has been approved by the building administrator.
4. Upon return to the district, the employee will submit documentation or proof of attendance to his/her building principal.

### **6.7 Budgets**

Copies of building equipment budgets and proposed teacher budgets shall be made available to all teachers by the building principals as soon as they become available.

### **6.8 Curriculum Review**

The Curriculum Director shall appoint district certified personnel in their particular areas of specialization both in subject matter and grade level to develop and implement procedures for subject areas under review. Committee openings shall be posted and such appointments shall be filled from volunteers, if possible, for major curriculum areas under review.

### **6.9 Facilities**

Changes in teaching facilities, whether remodel or new, shall, when possible, be designed after receiving suggestions and recommendations from those employees who will use the said facilities.

### **6.10 Selection of Building Administrators**

Selection of building administrators for all openings shall be done with teacher input. Teachers shall be a part of the screening and interview committees. Teachers on these committees shall be chosen from interested volunteers in the building(s) affected.

### **6.11 Administrator Evaluation**

A yearly evaluation of district administrator's supervisors and coordinators who affect certified teacher activities will include formal input.

### **6.12 Academic Freedom and Responsibility**

1. Meaningful education requires that teachers and students enjoy academic freedom and exercise academic responsibility. Academic freedom allows qualified teachers to present and encourage discussion of controversial issues. The goal of academic freedom is to foster critical thinking and the free exchange

of ideas in an atmosphere of mutual respect. With that freedom is a corresponding responsibility to discuss controversial issues only after giving consideration to the relevance of the subject matter to classroom or curriculum objectives, the maturity of students, and the fundamental values of the community.

2. Occasionally, material selected will be challenged or questioned by the public. In the interest of handling these complaints objectively and expeditiously, complainants will be referred to Board Policy 6078, "Challenged Material".

### **6.13 Public Complaint Procedure**

#### **Basic Policy**

The District will receive, address, and resolve complaints against District employees, staff members, and volunteers (hereinafter referred to as Employees) from parents, guardians, district patrons, citizen groups, and regulatory bodies (hereinafter referred to as Complainants) promptly and in a manner consistent with the District's fulfillment of its legal duties and obligations. All participants in the resolution of a complaint shall observe professional conduct and confidentiality throughout the proceedings.

#### **Procedures**

The following procedures are established in order to accomplish the above stated goals. This policy does not address complaints that may be received concerning District policy or procedures that are addressed by administrative reviews, or other state or Federal regulations. Within this policy, the term "Major Participants" will refer to the complainant, the employee, and the employee's immediate supervisor.

#### **STEP 1. Receipt of Complaints**

Upon receipt by a District Board or staff member of an oral complaint from a Complainant against an Employee, such shall be forwarded to the employee's immediate supervisor who will make an initial determination as to whether or not the subject matter and nature of the complaint is appropriate for utilization of the following procedures. If a determination is made that the following procedures are not appropriate, the matter will be dealt with on a case by case basis in a manner that the Administrative staff believes best serves the interests of the District's educational program. The response to written complaints will be the initiation of Step 2.

#### **STEP 2. Notification of Supervisor and Employee**

Written complaints and oral complaints which are deemed appropriate for these procedures shall be forwarded by the Administrative staff to the immediate Supervisor (hereinafter, Supervisor) of the Subject Employee. Within a period



not to exceed fourteen (14) calendar days following the Supervisor notification, the Supervisor shall notify the Employee.

**STEP 3. Complainant-Employee Conference**

Within a period not to exceed fourteen (14) calendar days following the date the Employee is notified, the Supervisor shall schedule a conference between the Complainant and the Employee. The Complainant-Employee Conference shall be scheduled for the earliest date, time, and location acceptable to both parties, and shall convene within twenty-eight (28) calendar days following the date the Employee is notified. The employee and complainant shall meet in private (if both parties are in agreement) in order for them to discuss the nature of the complaint and to jointly explore potential solutions.

**STEP 4. Complainant-Employee-Supervisor Conference**

Following the Complainant-Employee Conference (STEP 3), either party may elect to have a conference between the Complainant, Employee, and Supervisor. Where possible, the Complainant-Employee-Supervisor Conference shall be scheduled by the Supervisor within a period not to exceed fourteen (14) calendar days. The Complainant-Employee-Supervisor Conference shall be scheduled for the earliest date, time, and location acceptable to all parties and shall convene within twenty-eight (28) calendar days following the date of the Complainant-Employee Conference.

Any party may elect to present written statements from others for use at this Conference. If any one of the Major Participants is not satisfied with the results of this conference, such participant may elect to call for a subsequent conference between the Complainant, Employee, and Superintendent. See STEP 5.

**STEP 5. Complainant-Employee-Supervisor-Superintendent Conference**

Following the Complainant-Employee-Supervisor Conference (STEP 4), any of the Major Participants may elect to call a conference between the Complainant, Employee, Supervisor, and Superintendent. This Conference where reasonably possible, shall be scheduled by the Supervisor within a period not to exceed fourteen (14) calendar days following the date of the Complainant-Employee-Supervisor Conference. The Conferences should be scheduled for the earliest date, time, and location acceptable to all parties, and when reasonably possible, should convene within twenty-eight (28) calendar days following the date of the Complainant-Employee-Supervisor Conference. Any Major Participant may have others present at this conference. The identities of the others will be set forth by the participant fourteen (14) calendar days prior to the Conference. The Superintendent will report the outcome of the Complainant-Employee-Supervisor-Superintendent Conference to the Board of Trustees no later than

the next regularly scheduled Board meeting, in writing or in person, during an executive session.

Any Major Participant not satisfied with the results of this Conference may exercise the Major Participant's available legal options or may petition the Board for an audience in Executive Session, which may or may not be granted by the Board. The materials and information related to the matter, which have been accumulated as a result of the utilization of these procedures, will be made available to the Board upon request if such audience is granted.

At any time after STEP 2 that the complaint is resolved a memorandum of the agreed upon resolution shall be prepared by the Administrative Staff and distributed to the Major Participants and lodged in the Employee's personnel file. The employee may respond to such memorandum in writing within five (5) working days and have such response placed in their personnel file. The memorandum shall set forth the specific actions or inactions, if any, expected of the Employee, Complainant, or other parties. Should the Complainant, Employee, or other party determine that the terms of the agreement are not being met, that person may elect to re-initiate the procedures.

Anonymous complaints regarding materials or methodology shall be forwarded to the employee's immediate supervisor for discussion with the employee. Complaints, anonymous or otherwise, shall not serve as the sole basis for comments on the evaluation of a Professional Employee unless the employee has been made aware of the complaint and has been afforded the opportunity to respond in person to the complainant and the immediate evaluating supervisor.

#### **6.14 Grades**

Grades given a student by a teacher, if properly achieved and credited, shall be final and not subject to alteration except for changes deemed appropriate by the administration in conjunction with the individual teacher if the teacher is currently employed in the District.

#### **6.15 Monitoring**

All monitoring or observation of a bargaining unit member's work performance shall be conducted openly and with a full knowledge of the teacher. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.

#### **6.16 Teacher Evaluation**

As a part of the Teacher Evaluation, an individual Professional Growth Plan must be completed by all certified staff no later than October 1. Each individual Professional

Growth Plan must include a district, building/program, and personal goal. The district and building/program goals will be required to be aligned to goals identified in the district strategic plan. Personal goals may be specific to the individual's professional needs, and do not need to be aligned to the district's strategic plan. The District agrees to follow the teacher observation and evaluation policy specified by Idaho Code. Future revisions of the policy will be done jointly by the MEA and the District.

**ARTICLE VII – FRINGE BENEFITS****7.1 Fringe Benefits**

1. The District will provide an I.R.S. Section 125 cafeteria plan, developed in combination with the Insurance Committee. A copy of the plan will be made available to each certificated employee upon request and posted on the District intranet. In addition, a list of allowable deductions will be provided each teacher and meetings will be held in each building to explain the plan once each semester. District funding for fringe benefits will be \$852.00 MSD beginning August 30 of the school year this Agreement is in effect.
2. Benefits will be prorated for employees working half-time or more.
3. If a certificated employee opts for benefits costing less than the amount provided by the District, the amount not used will be included in the employee's monthly salary.
4. The District will reimburse the cost of a certified employee's State of Idaho recertification fee.

**ARTICLE VIII – REDUCTION IN FORCE****8.1 Basic Policy**

The provisions of this Article apply only to a district-wide reduction of staff.

Reduction in certificated staff shall occur when it is the decision of the Board of Trustees of the School District that one or more of the following has occurred:

1. A substantial reduction in funds, which will be available to the School District for maintenance and operation and such reduction cannot be avoided by the exercise of the Board's taxing powers, but not including levy elections, which require voter approval for additional funds.
2. A substantial reduction in total pupil enrollment.
3. The discontinuance by the Board of Trustees of a particular type of teaching service, class or course of study, provided that such discontinuance is not for discriminatory reasons.
4. A significant reduction or elimination of categorical funds for specific programs offered by the District.

**8.2 Determination of Vacant Positions**

The District will determine as accurately as possible the total number of certificated staff members known as of May 27 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or nonrenewable contract status, and these vacancies will be taken into consideration in determining the number of available certified positions for the following school year. Vacant positions will be filled by reassigning currently employed staff members within the District unless by reason of certification, training and/or experience, no qualified person is available. The services of no renewable contract employee may be terminated under the provisions of this policy while any probationary employee is retained to render a service, which said renewable contract employee is certified to render.

**8.3 Selection**

Certificated employees shall be considered for retention in available positions within the categories for which they qualify through compliance with state and federal education requirements or properly endorsed Highly Qualified instructors in the classroom. In the event that there are more qualified employees than available positions, the following criteria shall be used to determine which employees shall be recommended for retention:

1. Number of areas of certification for which the teacher is certified, endorsed and highly qualified.
2. The number of years of certified experience within the District. Seniority shall be determined by full contract years or fraction thereof. Seniority shall be calculated from the date when the employee rendered paid service under certification. When any certificated employee shall have resigned or been dismissed for cause and then later re-employed by the District, the date of employment shall be deemed to be the date on which the employee first rendered paid service after re-employment. In the event two or more certificated teachers have the same certification, endorsement, and highly qualified status the employee with the greatest number of uninterrupted contract service years in the District shall be given higher retention status. In the event two or more certificated teachers have the same seniority, that teacher who has had additional experience as a paid instructional aide of the District will be considered as having the higher seniority.
3. Teacher evaluation, including compliance with professional standards and conduct, previous exemplary evaluations and the components required by the Idaho Code to be encompassed in teacher evaluation.
4. Contribution and/or involvement in leadership positions, extra-curricular or co-curricular positions.
5. Educational attainment/degree status including attainment of National Certifications. Educational attainment is defined as the (greater) number of college or university credits and degree status beyond the bachelor's degree as recognized by the District for placement on the salary schedule (a quarter credit is equal to two-thirds of a semester credit). Degree status is defined as the advanced degrees earned beyond the initial bachelor's degree.

#### **8.4 Advanced Notice**

1. The District will prepare a list, by seniority and endorsement, of all staff members annually by November 15. The staff members will have an opportunity to verify placement on each list prior to action by the District. Copies of this list will be available for review in each school building.
2. The District shall provide ten (10) working days advanced notice to all teachers who may be released under the possible Reduction in Force, based upon the number of teachers who may be released, in full or in part, as well as the school programs, teacher positions, or categories of positions that may be affected.

- A. Upon receipt of such notification, it is recommended that the certificated employee review his/her file materials with the Human Resources Department to ensure that the District has accurate information relating to the various criteria listed above. The District will provide information (within two (2) working days) upon request.
- B. If a certificated employee believes that his/her file materials are not accurate, the employee shall notify the Human Resource Department in writing within ten (10) working days of receipt of notice of the possible Reduction in Force. The written notice shall specifically identify what element or elements of the certificated employee's file and criteria listed above are believed to be inaccurate. Should a certificated employee fail to inspect his/her file and fail to report inaccuracies to the Human Resource Department, the certificated employee will not have the opportunity to subsequently correct such information after the Reduction in Force has been implemented.

### **8.5 Employment Pool**

All certificated staff members who are not recommended for retention shall be terminated from employment and placed in an employment pool for possible re-employment. The District will, at the time of termination, provide the employee written notice of rights and responsibilities under this section.

Employment pool personnel will be given the opportunity to fill open positions within the categories for which they are qualified as provided in this policy. If more than one such staff member is qualified for an open position, the criteria set forth in "Selection," shall be applied to determine who shall be offered such position.

1. It shall be the responsibility of the administrative office to send letters to employment pool personnel by February 1 of the succeeding year, asking if said members wish to remain in the employment pool. Persons who do not respond to this letter shall be dropped from the employment pool as of March 1.
2. When a vacancy occurs for which a person(s) in the employment pool qualifies, notification from the School district to such individual will be mailed by certified mail, return receipt requested. If a teacher fails to respond within ten (10) days after receipt of the above notice of recall, the offer of the position will be deemed to have been refused.
3. The aforesaid right to re-appointment may be waived by the employee, without prejudice, for not more than one school year, unless the Board extends this right, but such waiver shall not deprive the employee of the right to subsequent offers of re-appointment while a member of the employment pool. The employee

placed in the pool must initiate waiver requests for the school year, and such requests must be received and acknowledged by the Superintendent. At the termination of a requested one-year waiver, the individual will be eligible for re-employment as a member of the employment pool for a period of twelve (12) months.

4. A certificated employee who is terminated will remain in the employment pool for twenty-four (24) months after the effective date of termination unless the employee:
  - A. Waives recall rights in writing;
  - B. Resigns; or
  - C. Fails to report to work in a position that has been accepted by the employee within ten (10) days after receipt of the notice of recall by certified mail, return receipt requested, unless such employee is sick or injured. If a certificated employee has secured temporary employment elsewhere, fifteen (15) additional days will be allowed before the employee is required to report for work.
5. The District will utilize employment pool personnel who register as substitutes in positions for which they are qualified on a first priority basis before hiring other substitutes.
6. While in the employment pool, a certificated employee will have the option of remaining an active participant in the district medical/dental programs at the employee's own expense, provided this option is made available by the company who is the District's insurance carrier at that time.

## **8.6 Re-Appointment**

1. Should any employee who is terminated under Article VIII, 8.1, Basic Policy, be reappointed, the period of absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service within the District. The employee shall retain the classification and date of employment, which was effective when the services were terminated.
2. All benefits to which a certificated employee was entitled at the time of layoff, including unused accumulated sick leave, credits toward sabbatical eligibility, and placement on the proper step of the salary schedule for the current position according to experience and education, will be restored should the employee return to active employment.
3. A certificated employee will not receive increment credit for time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring renewable contract.



4. Notwithstanding any other provision in this policy, the Board will fill no vacancy in a certified teaching position until the procedures set forth in this policy have been followed.

**ARTICLE IX – GRIEVANCE PROCEDURE****9.1 Preamble**

Most personal and professional problems which arise during the day to day operation of our schools can be solved by an informal conference between teachers or between a teacher and the principal.

A teacher with a grievance shall first seek resolution of the problem through a conference with the principal or immediate supervisor.

**9.2 Definitions and Time Limits**

1. A grievance is a claim by an employee, or the Association on the employee's behalf, that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, denial of an employee's right to due process, release or discipline without just cause, or a violation, misinterpretation or misapplication of an established policy or practice of the Board of Trustees.
2. All time limits shall consist of working days; except that when a grievance is submitted less than ten days before the close of the current school term, the time limit shall consist of all weekdays in order that the matter may be resolved before the close of the school term, or as soon thereafter as possible. Working days for purposes of the grievance procedure shall mean teacher employment days. Day one (at each step of the grievance) shall be the first working day following the receipt of the grievance.
3. At the request of the employee, one Association representative shall be present at any meeting, hearing, appeal or other proceeding relating to the grievance, which has been formally presented. No employee shall be required to discuss any grievance if the Association representative is not present.
4. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the supervisor, the Board of Trustees, or its designated representative, and having the grievance adjusted without intervention of the Association; provided also that the Association will be notified of the adjustment and that the adjustment is not inconsistent with the terms of any negotiated agreement.

### 9.3 Procedures

#### Step 1:

Within thirty (30) working days of the time an incident arises, or knowledge thereof exists, the employee will present the potential grievance to his/her principal, immediate supervisor, or the administrator whose decision caused the alleged incident. Within three (3) working days after the presentation of the grievance, the supervisor shall give an answer orally to the employee. The appropriate administrator shall record the date of the answer.

#### Step 2:

1. If the incident is not resolved in step one, the grievant within fifteen (15) working days of the presentation of the grievance may submit to his immediate supervisor in writing a "Statement of Grievance" on the form provided in Board Policy Section IV. Copies of the "Statement of Grievance" shall be sent to the Superintendent and/or his designee and the President of the Association.
2. A statement of grievance shall name the employee involved; shall state the facts giving rise to the grievance; shall identify by appropriate reference all the provisions of this Agreement, due process rights or just cause, or established policy or practice of the Board of Trustees alleged to have been violated; shall state the contention of the employee with respect to these provisions; and shall indicate the specific relief requested.
3. Within five (5) working days after the supervisor receives the "Statement of Grievance" a meeting shall be held which shall include the employee, a representative of the Association at the employee's discretion and the supervisor.
4. Within five (5) working days after the meeting, the supervisor shall communicate an answer in writing to the grievant. Copies shall be submitted to the Superintendent or designee and the President of the Association.

#### Step 3:

1. If the grievance is not resolved in Step 2, the grievant, and/or the Association may, within ten (10) working days of receipt of principal's, or appropriate administrator's answer, appeal the decision to the Superintendent. A copy of the appeal shall be given to the principal, or the appropriate administrator and the Association at the same time.

2. Within fifteen (15) working days after the Superintendent receives the "Statement of Grievance," a meeting shall be held which shall include the employee, a representative of the Association at the employee's discretion the supervisor, and the Superintendent.
3. If the grievance is due to a specific Board action, then the employee, supervisor, or the Superintendent, wishing to seek impartial input, may request mediation. The mediator shall be selected and compensated in the same method as used for mediation of Article 1.11. Within five (5) working days after the request is made, the representatives of the two/three parties shall jointly schedule a mediation meeting. Participants shall include the employee, his or her representatives, district representatives, and the mediator. Neither party may present any material or allegation that was not presented in Step 2. Cost of the mediator shall be split equally between the Association and the board. Within five (5) working days after the meeting, the mediator shall communicate his/her recommendation in writing to the grievant, the Association, the supervisor, the Superintendent, and the Board of Trustees.
4. The Superintendent or his/her designated representative shall give the grievant and/or the Association an answer in writing no later than ten (10) working days after the meeting in step 2 or 3. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant.

Step 4:

1. If the grievance is not resolved in Step 3, the grievant, and/or the Association may, within ten (10) working days of receipt of the Superintendent's written answer, appeal the decision to the Board of Trustees. A copy of the appeal shall be given in writing to the Superintendent, Board of Trustees, and the Association.
2. Within ten (10) working days after receipt of the grievance, the Board shall hold a hearing on the grievance at a regular or special meeting. At the request of the employee(s) and agreement of all affected parties, the Board of Trustees may hold an open meeting to discuss the grievance. Participants shall include the employee, supervisor, Superintendent and their respective representatives.
3. Neither party may present any material, allegation or remedy that was not presented in Step 3.

4. The Board of Trustees shall make a decision, and within ten (10) working days after the hearing, shall communicate its decision and reasons in writing to the aggrieved and the Association.

#### **9.4 Appearance and Representation**

1. Hearings held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings shall be conducted during non-school hours, unless there is a mutual agreement for other arrangements.
2. The Board and the grievant are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
3. If the grievance arises from an action of the Superintendent, the employee may present such grievance to the Superintendent as provided for in Step 1. If the grievance is not resolved through the provisions of Step 1, the employee may present the grievance as follows:

Follow Step 2, numbers 1 and 2.

Omit Step 2, numbers 3 and 4.

Omit Step 3, numbers 1 and 2.

Follow Step 3, numbers 3 and 4

If the grievance is not resolved follow Step 4 as written.

#### **9.5 Time Limits**

1. Time limits provided in this Agreement may be extended by mutual agreement signed by the parties.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next step.
3. Failure to advance a grievance within the times scheduled will remove the grievance from further consideration.

#### **9.6 Certificated Employee's Legal Rights**

1. Nothing contained herein shall deny to any employee his/her rights under State or Federal Constitutions and laws.

2. Upon reasonable request and considering time constraints, the Board and Association agree to furnish the other party all available information necessary in processing a grievance.
3. No reprisals of any kind shall be taken by the Board or the administration against any employee because of the employee's participation in this grievance procedure.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**ARTICLE X- DURATION**

**10.1 Duration**

The provisions of this Agreement are for a single year only and shall become effective July 1, 2020 and shall remain in effect until June 30, 2021.

**10.2 Agreement**

This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

For the Moscow Education Association:

For the Moscow Board of Trustees:

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

**APPENDIX A - 2020-21 SALARY SCHEDULE**

**MOSCOW SCHOOL DISTRICT NO. 281**

***TEACHER'S SALARY SCHEDULE***

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
	<b>BA</b>	<b>BA + 10</b>	<b>BA + 20</b>	<b>BA + 30</b>	<b>MA</b>	<b>MA + 10</b>	<b>MA + 20</b>	<b>MA + 30</b>
<b>Step</b>								
<b>1</b>	40,000	40,000	40,000	40,000	40,000	40,206	42,054	43,990
<b>2</b>	40,000	40,000	40,000	40,000	40,206	42,054	43,990	46,013
<b>3</b>	40,000	40,000	40,000	40,206	42,054	43,990	46,013	48,129
<b>4</b>	40,000	40,000	40,206	42,054	43,990	46,013	48,129	50,344
<b>5</b>	40,000	40,206	42,054	43,990	46,013	48,129	50,344	52,659
<b>6</b>	40,206	42,054	43,990	46,013	48,129	50,344	52,659	55,082
<b>7</b>	42,054	43,990	46,013	48,129	50,344	52,659	55,082	57,615
<b>8</b>		47,802	48,544	50,777	53,113	55,556	58,111	60,785
<b>9</b>			52,753	53,570	56,033	58,611	61,307	64,127
<b>10</b>				58,766	61,469	64,297	67,254	70,348

**Calculating Base: \$ 32,110**

**Minimum Pay Base \$ 40,000**

Note: Instructional staff and pupil service staff who meet the professional endorsement requirements as stated in Idaho Code 33-1201A, and fall within a cell listing an amount less than \$42,500.00, will be provided no less than \$42,500.00 for compensation for a 1.0 FTE annual contract.