

**PROFESSIONAL AGREEMENT**

**BETWEEN**

**THE JEFFERSON COUNTY EDUCATION ASSOCIATION**

**AND**

**THE BOARD OF TRUSTEES**

**JOINT SCHOOL DISTRICT 251**

**2020-2021 School Year**  
**Effective Dates**

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2020-2021PROCEDURAL AGREEMENT  
BETWEEN  
BOARD OF TRUSTEES, JOINT DISTRICT #251  
AND  
JEFFERSON COUNTY EDUCATION ASSOCIATION

The following procedures are in accordance with Idaho Code 33-1271 through 33-1276 and are agreed to in an effort to provide good faith negotiations between the BOARD OF TRUSTEES, JOINT SCHOOL DISTRICT #251, hereinafter referred to as the "BOARD" and the JEFFERSON COUNTY EDUCATION ASSOCIATION hereinafter referred to as the "ASSOCIATION."

- (1) The BOARD recognizes the ASSOCIATION as the exclusive representative of all regular full-time and regular part-time certified employees of the School District, except the Superintendent, Assistant Superintendent, Principals, District Administrators, and all short term or casual substitute certificated employees.
- (2) In the event of a petition of challenge of said recognition signed by at least 30% of the teachers of JOINT SCHOOL DISTRICT #251, the BOARD will resolve such a challenge with an election. The election will be conducted under rules developed jointly by the ASSOCIATION and the BOARD. To be valid, a petition of challenge must be submitted by January 15. The election must be held and completed within 30 days. All employees represented by the ASSOCIATION are eligible to vote in said election. The BOARD will not recognize more than one such challenge per year.
- (3) The BOARD and the ASSOCIATION agree to meet and negotiate in good faith as follows:
  - a. On odd years, negotiations will be limited to salary and insurance.
  - b. On even numbered years, negotiations will include salary, fringe benefits, terms of employment of the employees represented by the ASSOCIATION, and other items mutually agreed upon in writing by the BOARD and the ASSOCIATION.
- (4) The BOARD and the ASSOCIATION agree that their respective negotiations teams will have the authority to reach tentative agreements.
- (5) The BOARD and the ASSOCIATION agree that each party will designate a negotiations contact person. Negotiations and communications relating to negotiations will be coordinated by such persons. Such contact persons will have the sole authority to sign and date tentative agreements.
- (6) Ratification of tentative agreements will be by complete package unless the parties agree otherwise.

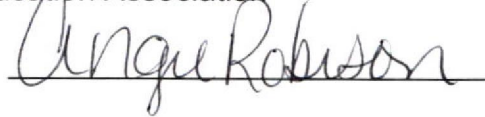
- (7) During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties.

This Agreement shall be effective upon its signing and shall continue in full force and effect until June 30, 2021.

This Agreement by and between the TRUSTEES OF JOINT SCHOOL DISTRICT #251 and the JEFFERSON COUNTY EDUCATION ASSOCIATION is signed and adopted  
June 10, 2020.

By: 

President, Jefferson County  
Education Association

By: 

Chair, Board of Trustees  
Jefferson Joint School District #251

## **ARTICLE I – RECOGNITION AND PURPOSE**

THE BOARD OF TRUSTEES OF JEFFERSON COUNTY JOINT SCHOOL DISTRICT 251, hereinafter referred to as the "BOARD," recognizes the JEFFERSON COUNTY EDUCATION ASSOCIATION, hereinafter referred to as the "ASSOCIATION" as the exclusive representative of all regular full-time and all regular part-time certified employees, except the Superintendent and Assistant Superintendent, Principals, District Administrators and all short term or casual substitute certified employees.

In the event of a petition of challenge of said recognition signed by at least 30% of the teachers of Joint School District 251, the BOARD will agree to resolve such a challenge with an election. The election will be conducted under rules developed jointly by the ASSOCIATION and the BOARD. To be valid, a petition of challenge must be submitted to the BOARD by January 15. The election must be held and completed within 30 days. All employees represented by the ASSOCIATION are eligible to vote in said election. The BOARD will not recognize more than one such challenge per year.

## **ARTICLE II - MAINTENANCE OF STANDARDS**

This Agreement shall not be interpreted or applied to deprive employees of advantages heretofore enjoyed unless expressly stated herein. Any changes dealing with salaries, fringe benefits and terms of employment covered by this Agreement shall be subject to negotiations.

## **ARTICLE III - BOARD RIGHTS**

The BOARD, on its own behalf and on behalf of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitutions of the State of Idaho and of the United States.

## **ARTICLE IV - TEACHER RIGHTS and RESPONSIBILITIES**

- (A) Teachers will not be required to perform any duty or act which threatens anyone's physical safety or well-being.
- (B) All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the District.
- (C) No personal religious or personal political philosophies shall be taught in the classroom.

(D) **Appearances Before Employer**: When any teacher is notified in writing that he/she is required to appear before the BOARD or any administrator concerning the teacher's working conditions, continued employment or salary, either or both parties at any time during or before the interview shall be entitled to have a representative present to advise the teacher and represent the teacher during the meeting or interview.

(E) **Personnel Files**: Personnel files are open to the teacher, and should he/she desire anyone else to review this material, it is allowable with written teacher consent. A teacher will be notified in a timely manner of materials that are placed in his/her file, and shall be given the opportunity to attach a rebuttal to any such materials.

(F) **Certified Employee Evaluations** The teacher will be evaluated according to the adopted policy and will be given a copy of that evaluation.

1. All Formal Observations must be scheduled with the employee at least (5) five working days prior to the Formal Observation taking place. Formal observations of certified staff shall include pre/post conferences held within one week prior to and following the formal observation.

All formal observations must be for a minimum of 30 minutes of uninterrupted teaching and observation time unless mutually agreed upon between teacher and administrator. An observation of less than 30 minutes shall be counted as an informal observation.

If a staff member disagrees with the outcome of his/her observation or evaluation he/she may write a response to his/her evaluation/observation or add an attachment, this is permissible provided response is submitted to the evaluator in writing within seven (7) days of the evaluation/observation.

2. The District, in conjunction with the Association, will provide evaluation training to Administrators and Certified Staff on an annual basis. This needs to be completed by October 1<sup>st</sup> of each year.
3. The District, in conjunction with the Association, will create a list of leadership positions.

(H) **Direct Deposit**: The option of having monthly payroll checks deposited directly into the employee's personal bank account will be available to all District employees upon request. A monthly accounting shall be made to those employees who choose this option.

Those employees who choose not to participate in direct deposit shall receive their monthly check at the District office.

- (I) **Payroll Deductions**: Teachers may make adjustments to payroll deductions any month by written notification to the District payroll clerk by the tenth day of the month.
- (J) **Peer Committee**: If a teacher who is placed on probation wishes to have a support group established to help assist and overcome his/her areas of concern, the teacher may make such request of the principal. The principal and teacher may then establish a support committee. It is understood that some areas of concern may not be assisted by a peer committee.
- (K) **Experienced Teacher Mentoring**: Certified teachers who are new to the district but who have at least three (3) years' experience as a teacher in other districts will be excused from participation in the district's New Teacher Mentoring program and attendance at New Teacher trainings. Instead, they will be assigned a mentor who will monitor their adjustment to the district for one year.

These teachers will remain on non-continuing contracts until after receiving "recommended to rehire" evaluations for three (3) consecutive years.

- (L) **Transfers Within District**: The District will notify employees two (2) days in advance of posting an available job within the district, during the summer months positions will be posted both internally and externally at the same time. Any employee who meets the job requirements and wishes to be considered for the job can apply. A minimum of the top two in-district applicants with renewable contracts and/or letter of intent will receive an interview for the job in question.

## **ARTICLE V - ASSOCIATION RIGHTS**

- (A) **Use of School Facilities**: The ASSOCIATION and its representatives shall have the right to use school facilities and equipment necessary for official meetings. Meetings shall be scheduled with the building principal in advance of such use as long as it does not interfere with school use, other prior scheduled events and is outside contract time.
- (B) Representatives and their affiliates shall be permitted to transact ASSOCIATION business on school property at all reasonable times, provided that this shall not disrupt teaching or planning hours.
- (C) The ASSOCIATION and its representatives shall have the right to post notices of activities and matters of ASSOCIATION concern on bulletin boards, at least one of which shall be provided in each school building. The ASSOCIATION may use the District mail, email services and teacher mailboxes to communicate with staff. Mass e-mailings to staff must receive prior approval from the Superintendent or his designee.

- (D) The BOARD agrees to make available to the ASSOCIATION upon written request all lawful information concerning the financial resources of the District, which is public record, including, but not limited to: annual financial reports, tentative budgetary requirements and allocations, agendas and minutes of all BOARD meetings, treasurer's reports, school census information, names, addresses and telephone numbers of all teachers, and the educational degree and placement upon the salary schedule of all teachers.
- (E) The ASSOCIATION shall be given the opportunity, after faculty meetings, to present, with prior arrangement, reports and announcements.
- (F) The ASSOCIATION may request items for BOARD consideration by following the BOARD'S approved policy for placing items on the agenda.
- (G) Designated representatives of the ASSOCIATION shall be allowed to receive phone call messages and other communiqués concerning ASSOCIATION business at any time during school hours so long as such does not interfere with assigned duties.
- (H) **Board Meetings:** An electronic copy of BOARD meeting agendas and notice of special meetings will be provided to the ASSOCIATION prior to these meetings. Other material such as budgets, attendance, financial reports, and any other public documents will be provided, upon request, at the District administration building.
- (I) **Association/District Meeting:** The BOARD and the ASSOCIATION shall meet at times and places mutually agreeable to discuss educational policies and those matters which are not included under terms and conditions of employment.
- (J) The ASSOCIATION may appoint two members to any District established calendar committee.
- (K) **Association Leave:** Association representatives shall be allowed leave without loss of pay to attend Idaho Education Association Delegate Assembly and not be required to reimburse the school district for those days.

The ASSOCIATION also shall be allowed a cumulative total of twenty-five (25) days' absence each year (excluding Delegate Assembly) for professional meetings of the National, State, and Local Associations.

It is understood that official representatives of the ASSOCIATION (not more than three (3) absent at a time) may use remaining ASSOCIATION leave days to attend ASSOCIATION activities and will reimburse the District substitute costs for those days. Whenever possible, the ASSOCIATION shall notify the District three (3) calendar days in advance of absence for ASSOCIATION business.



**(L) Just Cause**

No employee shall be disciplined or reprimanded except for just cause. Except in cases warranting immediate discharge or concerns of child safety, illegal activities, or a violation of the Professional Standards Commission Code of Ethics that may require immediate action, progressive discipline shall proceed as follows:

Step 1: Oral warning

Step 2: Formal written warning

Step 3: Letter of reprimand including a Plan for Improvement-included in personnel file

Building administrators shall have the discretion to issue oral warning in lieu of a formal written warning as often as they choose.

The Superintendent or designee will provide training for all administrators (both building and district level) on consistent discipline, procedural, and evaluative policies regarding certificated staff. In addition, a secondary and an elementary representative from the JCEA will be included in the training to assist teachers in understanding the implementation of the policies.

**ARTICLE VI - GRIEVANCE PROCEDURE**

**(A) Definitions:**

- (I) A "grievance" is an alleged violation or misapplication of the provisions of this Agreement.
- (II) A "grievant" may be a teacher, a group of teachers or the ASSOCIATION.
- (III) The term "days" when used in this article, except where otherwise indicated, shall mean working school days.

**(B) Purpose:** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the well-being of teachers.

**(C) General Procedures:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

**(D) Initiation and Processing:**

(I) **Level 1:** The grievant will first discuss his/her grievance with the principal or immediate supervisor. If the grievant desires, he/she may request to be represented by the ASSOCIATION'S designated representative.

(II) **Level 2:**

(a) If the grievant is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she will file the grievance in writing with the Superintendent, and may file it with the chairman of the ASSOCIATION'S Grievance Committee if the grievant so desires.

(b) Within five (5) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the grievant in an effort to resolve the grievance. The grievant may request an ASSOCIATION representative to be present at this meeting.

(c) If the written grievance is not forwarded to the Superintendent within thirty (30) days after the facts upon which the grievance is based occurred, then the grievance will be considered as waived.

(III) **Level 3:**

(a) If the grievant is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within ten (10) days after he/she has met with the Superintendent, the grievance may be referred to the BOARD. The Superintendent may also refer the grievance to the BOARD within five (5) days after receiving it.

(b) Within twenty (20) school days after receiving the written grievance, or at the next regular meeting of the BOARD, whichever is sooner, the BOARD will meet with the grievant for the purpose of resolving the grievance. The grievant may request an ASSOCIATION representative to be present at the meeting.

(c) The Board's decision is final.

**(E) Rights of Teachers to Representation:**

(I) No reprisals of any kind will be taken by any party against any other participant in the grievance procedure by reason of such participation.

(II) Nothing herein contained shall be construed as limiting the right of any individual teacher, or any group of teachers having a grievance from presenting, in person or through representatives of their own choosing, such grievance to any

appropriate member of the administration, and having such grievance adjusted without intervention of the ASSOCIATION, provided the adjustment is not inconsistent with the terms of this Agreement. A copy of the final disposition of the grievance may be sent to the ASSOCIATION Grievance Committee by written consent of the grievant.

**(F) Miscellaneous:**

- (I) Decisions rendered at levels one, two, and three of this procedure will be in writing and set forth the decision and the reasons therefore, and will be transmitted promptly to all interested parties and to the chairman of the Grievance Committee, if requested by the grievant.
- (II) All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, and shall not be sent to other districts.
- (III) Both parties agree to make available to the other party and their representatives, all pertinent information in its possession or control and which is relevant to the issues raised by the grievance.

## **ARTICLE VII - LEAVES**

**(A) Sick Leave:** Certificated employees shall be entitled to sick leave of nine (9) days per school year and unused sick leave has unlimited accumulation. Sick leave is to be used for absences caused by illness, pregnancy, adoption, accident or circumstances which render the teacher incapable of carrying on his/her teaching duties. It is further understood that for extreme illness of the teacher's spouse, children, and parents and siblings of the teacher and spouse, the teacher shall be allowed sick leave where the teacher is the one who must care for the person who is seriously ill.

**(B) Bereavement Leave:**

For death in the immediate family (as defined in the sick leave policy), the teacher may:

- (I) be allowed a maximum of three (3) days' absence without salary deduction per occurrence per year; one of which may be used at the discretion of the teacher for funeral services;
- (II) be allowed to use sick or personal leave as needed for absence beyond three (3) days.

Arrangements and prior approval must be made with the principal as soon as possible.

For funerals other than in the immediate family, such as a coworker or a student, and not covered in (I) above, the teacher shall be allowed a maximum of one and one-half (1-1/2) days per year, with salary deduction of the certified substitute teacher only, provided that prior authorization is secured from the principal and that not less than one-half (1/2) day be charged against the teacher; such deduction to be made whether or not a substitute is used.

(C) **Definition of "Immediate Family"**: Employee or spouse's immediate family--husband, wife, grandchild, grandparent, parent, step-parent, foster parent, aunt, uncle, brother, sister, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, foster children, niece, or nephew.

(D) **Personal Leave**: Personal leave shall be granted at the rate of three (3) days per year for any personal activity. Such leave shall be with full pay and no reduction of sick leave days. Teachers may carry over a maximum of three (3) days into the following year for a total of six (6) days. The carryover will be automatic unless the teacher notifies the District office of his/her intent not to carry over personal leave by June 1 of each year.

Teachers not using these options will be paid the 4 year degree base substitute hourly rate times 7.5 hours for each day this leave was not used. This payment will be made as salary in June. Prior arrangements must be made with the principal for the use of a personal leave day. Personal days used on professional development days may be limited.

Note: Due to the extended school closures due to Covid-19 in the 2019-2020 school year, teachers may choose to roll over all unused personal days to the 2020-2021 school year. If teachers choose to be paid for unused personal days, they should inform the district as specified in this document.

(E) **Leave of Absence**: Teachers desiring a leave of absence must make formal application through the Superintendent to the BOARD. The BOARD shall review the request and may grant such without pay or increment, but in any event shall allow the following:

(I) No loss of accumulated benefits of sick leave and tenure.

(II) Allow teachers to participate in group insurance while on leave with the teacher paying the premiums provided the carrier agrees.

(III) Subject to BOARD approval, a written guarantee that upon return from the leave, the teacher shall be assigned to an equivalent position for which they are qualified. It is understood that elementary positions may have to be reassigned.

- (IV) Leaves can be extended by BOARD approval beyond one (1) year with a written request showing good cause, from the teacher on leave, prior to May 1 of the year the leave would have ended.

Leaves of absence could be granted for many reasons and could include: personal illness, military service, child rearing and caring for sick family members, professional study and public office.

- (F) **Jury Duty:** When teachers are called for jury duty, they shall receive paid leave and shall not be required to use personal or sick leave time. Any compensation received from the court for work day sessions shall be submitted to the District.

(G) **Sick Leave Bank:**

- (I) Each professional employee of the District covered by this contract may participate in the sick leave bank. To join, each employee shall contribute two (2) days of his/her earned sick leave days to the sick leave bank prior to November 1 of the current contract year, or prior to any illness for which a claim is made, whichever is earlier. Sick leave days thus contributed shall be deducted from the individual's annual sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating professional employees upon recommendation of the Sick Leave Bank Committee.
- (II) The Sick Leave Bank Committee shall consist of three (3) teachers appointed by the ASSOCIATION and three (3) members of the BOARD or their designees. In the event that a deadlock occurs, the BOARD shall have the final decision after a hearing between the teacher and the BOARD has been held. The committee shall develop and distribute rules and procedures for orderly administration of the bank not inconsistent with the terms of this Agreement. The committee shall be responsible for reporting to the District's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the bank and all other information necessary for the employee's records.
- (III) Application for use of the bank shall be submitted to the Sick Leave Bank Committee for their recommendation. If the committee deems necessary, it shall require proof of illness at the time of application and from time to time after a grant has been made.
- (IV) The committee shall have the authority to establish such guidelines as it deems necessary to implement this program. Guidelines shall have the approval of the ASSOCIATION'S Executive Board and the BOARD of Trustees. After complete review of the application, the committee shall have the authority to make final decisions within the guidelines as to the disposition of the case.

- (V)** In order for a professional employee to be eligible to apply for sick leave benefits from the sick leave bank, the employee must first:
- (a)** be a contributor to the bank; and
  - (b)** have been absent from work due to illness or accident for all his/her accumulated sick and personal leave days and suffered five (5) days' loss of salary.
- (VI)** The professional employee must apply for sick leave benefits after each additional illness. Twenty (20) days will be the maximum number granted per individual. Additional days not to exceed twenty (20) may be granted, based upon an individual's extenuating circumstances if approved by the Sick Leave Bank Committee. Employees receiving workmen's compensation will not be eligible to draw from the sick leave bank.
- (VII)** The maximum number of days that can be granted in any one (1) fiscal year will be the remaining number of days an employee is scheduled to work under his/her current contract. In no case will the granting of leave cause an employee to receive more than annual salary for that year.
- (VIII)** Bank grants to individual employees will not be carried over from one (1) fiscal year to another and all such grants will end at the termination of the school year.
- (IX)** If a teacher should resign or retire, the sick leave days donated to the sick leave bank remain in the bank and are forfeited by the teacher.

**(H) Class Coverage:**

- (A)** After subbing for the equivalent of 1 full day (7.5 hours), only when substitutes are not available, a teacher shall be granted one full compensation day to be arranged with the building administrator for a maximum of two days per school year. Accumulated days should be used in the same or following month that they are accrued unless other arrangements are made with the administrator. No days accumulated for subbing can be carried over to the next school year except for those accrued in the last 30 days of the current school year.

Any unused comp days from the 2019-2020 school year may be carried over to the 2020-2021 school year.

## ARTICLE VIII - INSURANCE

- (A) Coverage shall begin upon the effective date of this contract and shall be continuous twelve-(12) month coverage or as long as employed, if less.
- (B) Coverage shall be by mutual agreement. The BOARD shall not change the group vision, medical or dental carrier without approval of the ASSOCIATION.
- (C) The BOARD agrees to pay seven hundred dollars (\$700) premium per employee and family, if applicable, per month for approved health, vision, dental and term life insurance. The employee shall pay the difference between the Carrier premium (\$3000 deductible) plus the District pool premium less the District contribution. Term life insurance is in the amount of fifty thousand dollars (\$50,000) per employee.

Said difference in premium costs shall be applied to a continuing, accumulating, ongoing pool to be maintained by the District to reimburse employees for out-of-pocket costs due to change in Carrier deductible from five hundred dollars (\$500) to three thousand dollars (\$3000) for the 2019-2020 fiscal year. The District self-insured deductible will be five hundred dollars (\$500) with out-of-pocket reimbursement at a rate of 80/20.

- (D) The BOARD and the ASSOCIATION shall appoint an insurance committee consisting of up to four (4) representatives appointed by the ASSOCIATION and four (4) representatives appointed by the BOARD. One of the BOARD appointees shall be the business manager who shall oversee and facilitate the work of the committee. This committee shall operate as an independent committee whose purpose it is to research options for insurance and make recommendations to the ASSOCIATION and BOARD regarding the insurance carrier and plan design. This committee shall meet as needed. This committee shall objectively evaluate all insurance options while maintaining their independent advisory status.
- (E) Any unused funds from the seven hundred dollars (\$700)/month shall be pooled and applied to reduce payroll deductions for employees paying more than six hundred sixty four dollars and twenty three cents (\$664.23) for insurance premiums.

Rebate: Any monies received from insurance rebates shall go directly into the insurance pool in the year received as long as the pool continues by mutual agreement.

## ARTICLE IX - HOURS OF WORK

- (A) **Work Year:** The school year for teachers shall be one hundred eighty (180) days with pay: one hundred sixty nine (169) student days, four (4) preparation days, five (5) professional development days, and two (2) comp days for parent teacher conferences. Teachers will forfeit one-half (1/2) personal day per session if they do not attend parent teacher conference, unless the absence is approved by

administration. If no personal days are available, the teacher will be charged at his/her daily rate. The work year shall be set forth in the Board adopted Calendar. (Appendix B). No mandatory 504's, IEP meetings, or other trainings will be held on non-contract days, unless compensated.

- (B) **Basic hours:** The basic hours of work for certified teachers shall be seven and one half (7 1/2) hours per day. Each teacher shall receive a daily uninterrupted duty free lunch of at least thirty (30) minutes outside the regular contract day.
- (C) **Exceptions:** On Fridays and days preceding holidays or vacation, the teacher's day shall end at the close of the student school day after buses depart.
- (D) **Elementary Faculty Meetings:** Elementary faculty meetings will be restricted to Wednesday after PLC time.
- (F) **Elementary Prep Time:**
  - (1) The use of the 15 minutes before school shall be determined by a majority vote of the staff in the elementary schools. Each full-time elementary teacher shall receive 90 minutes per 5-day week of specialist time within the instructional day. An additional 150 minutes per 5-day week, after the students are dismissed, shall be provided within the contract day. When specialists are absent, substitutes shall be hired, as available, to cover their responsibilities.

## **ARTICLE X - ASSOCIATION MEETINGS**

Arrangements may be made with the Superintendent for certificated teachers to leave their buildings as soon as students are dismissed to attend up to six (6) ASSOCIATION meetings. The principals shall be notified at least one day in advance.

## **ARTICLE XI - PROFESSIONAL LEAVE (INSTRUCTIONAL)**

At the discretion of the principal, teachers may be granted leave without loss of pay and substitutes provided for the following purposes directly related to improvement of instruction: attendance at professional meetings, workshops, conferences or seminars sponsored by an educational agency or organization, interschool or intraschool visiting, or other activities deemed appropriate by the District. Requests for such leave shall be made to the principal, subject to approval of the Superintendent, at least twenty (20) working days or as soon as possible in advance of the date of the leave.



## **ARTICLE XII - SALARY PAYMENTS**

(A) **Payday:** Teachers shall be paid in twelve (12) equal payments to be paid on or before the 20th of each month.

## **ARTICLE XIII - REDUCTION IN FORCE**

### Reduction in Force

It is recognized that the Board has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state, consistent with state and federal educational requirements, including District, improvement plans, accreditation requirements, and other school-based issues. However, recognizing also that it may become necessary to eliminate certificated staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such elimination become necessary.

The Board has the sole and exclusive authority to determine the appropriate number of certificated employees and to eliminate certified staff positions consistent with the provisions of the State law. A reduction of certified employees may occur as a result of, but not be limited to, the following examples or from other conditions necessitating reductions:

- a. Decreases in student enrollment
- b. Changes in curriculum
- c. Financial conditions or limitations of the District

The need for implementation of a Reduction in Force and/or the elimination of certificated positions is left to the sole discretion of the Board provided however, that no such decision shall be made until after completion of the written evaluation for each certificated staff member and that the decision as to which employee(s) shall be subject to such reduction shall not be made solely on consideration of seniority or contract status.

The Board may choose to implement a RIF through:

- a. the elimination of an entire program or portions of programs;
- b. the elimination of positions in certain grade levels only;
- c. the elimination of positions by category;
- d. the elimination of positions in an overall review of the District;
- e. the elimination of positions through other considerations and implementation decisions;
- f. the elimination of a portion or percentage of a position(s) or any combination of the above.

**PERSONNEL**

5740PF

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

Location: \_\_\_\_\_

Subject of Instruction: \_\_\_\_\_

| CRITERIA AND MEASURE   | POINT VALUE  | DATA SOURCE | TOTAL POINTS |
|--|--|-------------|--------------|
| <b>TEACHER EVALUATION</b>  | <b>30 Maximum Points Possible in this area</b>                             |             |              |
| For the most recent evaluation exceeding expectations on District Evaluation   | 30 points  |             |              |
| For the most recent evaluation meeting expectations on District Evaluation   | 25 points  |             |              |
| <b>PROFESSIONAL STANDARDS AND CONDUCT</b>  | <b>20 Maximum Points Possible in this area</b>                             |             |              |
| No documented offenses in violation of professional standards or District Policies.  | 20 points  |             |              |
| For each documented offense in violation of professional standards or District Policy, as documented through a reprimand, suspension or other documented notation, subtract 5 points from the total possible points. | -  |             |              |
| <b>EDUCATIONAL CERTIFICATION AND CREDENTIALS</b>   | <b>25 Maximum Points Possible</b>  |             |              |
| Highly Qualified in currently assigned Subject Matter of Instruction   | 15 points  |             |              |
| Highly Qualified in Hard to Fill Position as Determined by Board*  | 20 points  |             |              |
| Highly Qualified in Multiple Subject Matters of Instruction  | 5 points per each subject matter of instruction for which Highly Qualified |             |              |
| Advanced Degree – MA/MS  | 2 points per degree  |             |              |
| Advanced Degree – Doctorate  | 2 points per degree  |             |              |
| Other Advanced Degree  | 1 point per degree   |             |              |
| National Board Certification   | 10 points  |             |              |
| <b>PROFESSIONAL CONTRIBUTIONS</b>  | <b>25 Maximum Points Possible in this area</b>                             |             |              |
| Participated as a member of a School Leadership or District Leadership Team.   | 10 points  |             |              |

|   |  |  |  |
|---|--|--|--|
| Service as a grade level chair or department head.  | 5 points   |  |  |
| Service on a district level task force or committee (i.e. curriculum committee, ESL task force, etc.) | 10 points  |  |  |
| Advisor of a co-curricular activity   | 5 points   |  |  |
| Advisor of extra-curricular activity  | 5 points   |  |  |
|   |  |  |  |
| <b>LEVEL 1 TIE BREAKER</b>  |  |  |  |
| Number of Certifications for which Highly Qualified   | 5 points per highly qualified endorsement or certification |  |  |
|   |  |  |  |
| <b>LEVEL 2 TIE BREAKER</b>  |  |  |  |
| Years of service in the district  | 1 point per year   |  |  |
|   |  |  |  |
| <b>TOTAL SCORE</b>  |  |  |  |
|   |  |  |  |

\*Highly qualified hard to fill positions have been determined by the Board to Include: Speech Language Pathologists, School Psychologists, and Special Education Teachers.

## **ARTICLE XIV - EXTENDED PROGRAMS PAY**

**In-District Travel:** When teaching assignments during the regular school year require that a teacher use part of a preparation period to travel at least six (6) miles one way between two schools, the teacher shall be reimbursed travel at the current mileage rate reimbursed in the District.

**ARTICLE XV 2020-2021 SALARY SCHEDULE**

**JEFFERSON COUNTY**

**2021 SALARY SCHEDULE**

|     | <b>BASE</b>     | <b>PE BA +24</b> | <b>PE MA</b>    |
|-----|-----------------|------------------|-----------------|
|     | <b>Proposed</b> | <b>Proposed</b>  | <b>Proposed</b> |
| R1  | 40,000          | 41,000           | 42,500          |
| R2  | 40,000          | 41,000           | 42,500          |
| R3  | 40,000          | 41,500           | 43,000          |
| P1  | 42,500          | 44,500           | 46,000          |
| P2  | 43,750          | 45,750           | 47,250          |
| P3  | 44,750          | 46,750           | 48,250          |
| P4  | 47,500          | 49,500           | 51,000          |
| P5  | 49,500          | 51,500           | 53,000          |
| P6  | 52,000          | 54,000           | 55,500          |
| P7  | 53,500          | 55,500           | 57,000          |
| P8  | 55,000          | 57,000           | 58,500          |
| P9  | 57,000          | 59,000           | 60,500          |
| P10 | 60,500          | 62,500           | 64,000          |

As per the current economic environment due to Covid-19, no employee will move vertically on the career ladder for the 2020-2021 school year. In the event that money from the 5% holdback is restored to the career ladder funding, we will reopen bargaining to address.

New employees will be placed using the 2015-2016 Salary Crosswalk. District must receive transcripts by September 1 for any movement due to additional credits or degrees earned relating to education allocations.

- (A) It shall be the responsibility of each and every teacher to ascertain whether or not he/she has been properly placed on the salary schedule prior to the signing of his/her annual contract. It is understood and agreed that while the District does maintain files containing individual teacher transcripts, the District does not review transcripts each year. If a contract is issued based upon inaccurate information provided by the teacher, the contract will be adjusted.

## **ARTICLE XVI- EFFECT AND DURATION**

### **(A) Effect of Agreement:**

(I) This Agreement constitutes School Board policy for the terms of said Agreement, and the BOARD shall carry out the commitments contained herein and give them full force and effect as BOARD policy. The ASSOCIATION shall carry out its responsibilities and commitments.

(II) During its term, this Agreement may be altered, changed, added to, deleted . and signed amendment to this Agreement.

(III) If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

(IV) This is the entire Agreement between the parties: there are no other oral or written understandings. During its term, this written contract satisfies the mutual obligation to bargain as specified in Idaho Code.

### **(B) Duration of Agreement:**

(I) This Agreement shall be effective upon its signing and continue in full force and effect until June 30, 2021.

(II) This Agreement may be renewed for additional periods of one (1) year only if the BOARD and the ASSOCIATION agree. Not later than March 1 prior to the aforesaid expiration date or any anniversary thereof, either party shall give notice of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over the terms of those provisions. The notice to reopen shall name those provisions.

### APPENDIX A

#### Insurance Pool Procedure June 9, 2008

The insurance plan is divided into 5 (five) categories: single, two party, single/child, single/children, and family.

The district contributes to the insurance plan with a set amount for each employee, which is determined through the negotiation process.

The single plan is paid for in full while the remaining plans require an employee contribution, which is figured in the following manner:

1. Subtract the amount of the singles' total cost and their pool contribution from the amount of district contribution. Multiply that amount by the number of employees electing the single plan to compute the amount of excess (R). Next, divide the amount of excess by the number of remaining employees. Subtracting this amount from their out of pocket expense helps lower the cost of their premium. (see table below)  $[Q-(T+.10F) A] / (B+C+D+E) = R$
2. To determine the amount of the insurance pool, multiply the cost of the medical premium by .10 (10%) or a percentage amount of the medical portion adjusted annually to fund the pool as noted in #3 below.

| Employees | Plan                | Medical | Dental | Life | Total   | Contribution | Pool | Total       |
|-----------|---------------------|---------|--------|------|---------|--------------|------|-------------|
| A         | Single              | F       | K      | P    | F+K+P=T | Q            | .10F | Q-T+.10F    |
| B         | 2 Party             | G       | L      | P    | G+L+P=U | Q            | .10G | U+.10G-Q-R  |
| C         | Single and Child    | H       | M      | P    | H+M+P=V | Q            | .10H | V +.10H-Q-R |
| D         | Single and Children | I       | N      | P    | I+N+P=W | Q            | .10I | W+.10I-Q-R  |
| E         | Family              | J       | O      | P    | J+O+P=X | Q            | .10J | X+.10J-Q-R  |

3. The 10% explained in item 2 shall be adjusted up or down to keep the pool within a range of a base of forty percent (40%) of the maximum exposure and a ceiling of sixty percent (60%) of the maximum exposure.  
Maximum exposure occurs when all who are covered by the policy submit claims for maximum benefits. The adjustment shall be approved by the insurance committee.

Jefferson Joint School District 251 2020-2021

Adopted February 12, 2020

| July      |    |    |    |    | January  |                             |                                      |                 |    |    |    |    |    |
|-----------|----|----|----|----|--|-----------------------------|--------------------------------------|-----------------|----|----|----|----|----|
| M         | T  | W  | T  | F  | 20 Teacher Days                                    | 16 Student Days             | M                                    | T               | W  | T  | F  |    |    |
|           |    | 1  | 2  | 3  | 1 New Year's Day Holiday, No School                |                             |                                      |                 |    |    | 1  |    |    |
| 6         | 7  | 8  | 9  | 10 | 20 Days Teacher Conference 9:00 a.m. Daily Release |                             | 4                                    | 5               | 6  | 7  | 8  |    |    |
| 13        | 14 | 15 | 16 | 17 | 21 PTO Camp Day, No School                         |                             | 11                                   | 12              | 13 | 14 | 15 |    |    |
| 20        | 21 | 22 | 23 | 24 |  |                             | 18                                   | 19              | 20 | 21 | 22 |    |    |
| 27        | 28 | 29 | 30 | 31 |  |                             | 25                                   | 26              | 27 | 28 | 29 |    |    |
| August    |    |    |    |    | February   |                             |                                      |                 |    |    |    |    |    |
| M         | T  | W  | T  | F  | 4 Teacher Days                                     | 19 Teacher Days             | 16 Student Days                      | M               | T  | W  | T  | F  |    |
| 3         | 4  | 5  | 6  | 7  | 24 Teacher Professional Development Day, No School | 18 Teacher's Day, No School |                                      | 1               | 2  | 3  | 4  | 5  |    |
| 10        | 11 | 12 | 13 | 14 | 25 Teacher Work Day, No School                     |                             | 8                                    | 9               | 10 | 11 | 12 |    |    |
| 17        | 18 | 19 | 20 | 21 | 26 Teacher Work Day, No School                     |                             | 15                                   | 16              | 17 | 18 | 19 |    |    |
| 24        | 25 | 26 | 27 | 28 | 27 Teacher Professional Development Day, No School |                             | 22                                   | 23              | 24 | 25 | 26 |    |    |
| 31        |    |    |    |    | 28 Teacher Professional Development Day, No School |                             |                                      |                 |    |    |    |    |    |
| September |    |    |    |    | March  |                             |                                      |                 |    |    |    |    |    |
| M         | T  | W  | T  | F  | 21 Teacher Days                                    | 28 Student Days             | 16 Teacher Days                      | 17 Student Days | M  | T  | W  | T  | F  |
|           | 1  | 2  | 3  | 4  | 1 Teacher Work Day, No School                      |                             | 4 End of 2 <sup>nd</sup> Trimester   |                 | 1  | 2  | 3  | 4  | 5  |
| 7         | 8  | 9  | 10 | 11 | 2 Teacher's Day, No School                         |                             | 5 Teacher Work Day, No School        |                 | 8  | 9  | 10 | 11 | 12 |
| 14        | 15 | 16 | 17 | 18 | 3 Labor Day Holiday, No School                     |                             | 20-22 Spring Break, No School        |                 | 15 | 16 | 17 | 18 | 19 |
| 21        | 22 | 23 | 24 | 25 | 4 Early Release, Afternoon                         |                             |                                      |                 | 22 | 23 | 24 | 25 | 26 |
| 28        | 29 | 30 |    |    |  |                             |                                      |                 | 29 | 30 | 31 |    |    |
| October   |    |    |    |    | April  |                             |                                      |                 |    |    |    |    |    |
| M         | T  | W  | T  | F  | 22 Teacher Days                                    | 22 Student Days             | 22 Teacher Days                      | 22 Student Days | M  | T  | W  | T  | F  |
|           |    |    | 1  | 2  | 1 Teacher Professional Development Day, No School  |                             |                                      |                 |    |    | 1  | 2  |    |
| 5         | 6  | 7  | 8  | 9  | 2 Days Teacher Conference 9:00 a.m.                |                             |                                      |                 | 5  | 6  | 7  | 8  | 9  |
| 12        | 13 | 14 | 15 | 16 | 3 Days Teacher Conference 9:00 a.m. Daily Release  |                             |                                      |                 | 12 | 13 | 14 | 15 | 16 |
| 19        | 20 | 21 | 22 | 23 | 4 PTO Camp Day, No School                          |                             |                                      |                 | 19 | 20 | 21 | 22 | 23 |
| 26        | 27 | 28 | 29 | 30 |  |                             |                                      |                 | 26 | 27 | 28 | 29 | 30 |
| November  |    |    |    |    | May  |                             |                                      |                 |    |    |    |    |    |
| M         | T  | W  | T  | F  | 16 Teacher Days                                    | 14 Student Days             | 22 Teacher Days                      | 22 Student Days | M  | T  | W  | T  | F  |
| 2         | 3  | 4  | 5  | 6  | 22 End of 1 <sup>st</sup> Trimester                |                             | 22 End of 1 <sup>st</sup> Trimester  |                 | 3  | 4  | 5  | 6  | 7  |
| 9         | 10 | 11 | 12 | 13 | 23 Teacher Professional Development Day, No School |                             | 23 Last Day of School, Daily Release |                 | 10 | 11 | 12 | 13 | 14 |
| 16        | 17 | 18 | 19 | 20 | 24 Teacher Work Day, No School                     |                             |                                      |                 | 17 | 18 | 19 | 20 | 21 |
| 23        | 24 | 25 | 26 | 27 | 25-27 Thanksgiving Break                           |                             |                                      |                 | 24 | 25 | 26 | 27 | 28 |
| 30        |    |    |    |    |  |                             |                                      |                 | 31 |    |    |    |    |
| December  |    |    |    |    | June   |                             |                                      |                 |    |    |    |    |    |
| M         | T  | W  | T  | F  | 14 Teacher Days                                    | 14 Student Days             |                                      |                 | M  | T  | W  | T  | F  |
|           | 1  | 2  | 3  | 4  |  |                             |                                      |                 |    | 1  | 2  | 3  | 4  |
| 7         | 8  | 9  | 10 | 11 |  |                             |                                      |                 | 7  | 8  | 9  | 10 | 11 |
| 14        | 15 | 16 | 17 | 18 |  |                             |                                      |                 | 14 | 15 | 16 | 17 | 18 |
| 21        | 22 | 23 | 24 | 25 |  |                             |                                      |                 | 21 | 22 | 23 | 24 | 25 |
| 28        | 29 | 30 | 31 |    |  |                             |                                      |                 | 28 | 29 | 30 |    |    |
|           |    |    |    |    |  |                             |                                      |                 |    |    |    |    |    |

| <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #cccccc; border: 1px solid black; margin-right: 5px;"></span> Denotes Early Release</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #f4a460; border: 1px solid black; margin-right: 5px;"></span> Denotes No School</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #e67e22; border: 1px solid black; margin-right: 5px;"></span> Denotes Teacher Work Day, No School</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: #95a5a6; border: 1px solid black; margin-right: 5px;"></span> Denotes Teacher Professional Development Day, No School</li> </ul> | <table border="1"> <thead> <tr> <th></th> <th>Teacher Days</th> <th>Student Days</th> </tr> </thead> <tbody> <tr> <td>1<sup>st</sup> Trimester</td> <td>62</td> <td>55</td> </tr> <tr> <td>2<sup>nd</sup> Trimester</td> <td>62</td> <td>59</td> </tr> <tr> <td>3<sup>rd</sup> Trimester</td> <td>56</td> <td>55</td> </tr> <tr> <td><b>Total</b></td> <td><b>180</b></td> <td><b>169</b></td> </tr> </tbody> </table> |              | Teacher Days | Student Days | 1 <sup>st</sup> Trimester | 62 | 55 | 2 <sup>nd</sup> Trimester | 62 | 59 | 3 <sup>rd</sup> Trimester | 56 | 55 | <b>Total</b> | <b>180</b> | <b>169</b> | <p>Teacher Work Days 4<br/>Teacher PD Days 5</p> |
|--|--|--------------|--------------|--------------|---------------------------|----|----|---------------------------|----|----|---------------------------|----|----|--------------|------------|------------|--|
|  | Teacher Days   | Student Days |              |              |                           |    |    |                           |    |    |                           |    |    |              |            |            |  |
| 1 <sup>st</sup> Trimester  | 62   | 55           |              |              |                           |    |    |                           |    |    |                           |    |    |              |            |            |  |
| 2 <sup>nd</sup> Trimester  | 62   | 59           |              |              |                           |    |    |                           |    |    |                           |    |    |              |            |            |  |
| 3 <sup>rd</sup> Trimester  | 56   | 55           |              |              |                           |    |    |                           |    |    |                           |    |    |              |            |            |  |
| <b>Total</b>   | <b>180</b>   | <b>169</b>   |              |              |                           |    |    |                           |    |    |                           |    |    |              |            |            |  |

|                           |                           |                      |                   |
|---------------------------|---------------------------|----------------------|-------------------|
| 1 <sup>st</sup> Trimester | September 2 – November 20 | First Day of School: | September 2, 2020 |
| 2 <sup>nd</sup> Trimester | November 30 – March 4     | Last Day of School:  | May 28, 2021      |
| 3 <sup>rd</sup> Trimester | March 8 – May 28          |                      |                   |