

NEGOTIATED AGREEMENT

BETWEEN

**THE BOARD OF TRUSTEES
OF
ST. MARIES JOINT SCHOOL DISTRICT NO. 41**

AND

ST. MARIES EDUCATION ASSOCIATION

2026-2027

TABLE OF CONTENTS

TITLE	PAGE
STATEMENT OF POLICY	
ARTICLE I LEGAL APPLICATION	4
ARTICLE II RECOGNITION	4
ARTICLE III ASSOCIATION RIGHTS	4
ARTICLE IV SCOPE	5
ARTICLE V NEGOTIATING PROCEDURE	6
ARTICLE VI AGREEMENT	6
ARTICLE VII MEDIATION	7
ARTICLE VIII RESTRICTION OF RIGHT TO STRIKE	7
ARTICLE IX TEACHER PROTECTIONS AND SAFEGUARDS	8
ARTICLE X LEGAL DISPUTES	10
ARTICLE XI GRIEVANCE PROCEDURE	10
ARTICLE XII PROCEDURES FOR EVALUATION OF CERTIFIED EMPLOYEES	10
ARTICLE XIII REDUCTION IN FORCE	11
ARTICLE XIV LEAVES	12
ARTICLE XV SALARY PAYMENT	17
ARTICLE XVI SALARY SCHEDULE AND GENERAL PROVISIONS	18
ARTICLE XVII EMPLOYEE INSURANCE	21

PROFESSIONAL NEGOTIATIONS AGREEMENT

The Board of Trustees of St. Maries Joint School District No. 41 and the St. Maries Education Association concur in the following statement of policy:

1. That education is a process requiring maximum utilization of the knowledge and opinion of professionally qualified personnel;
2. That the attainment of educational objectives of the School District requires a free and open exchange of views between the District's Board of Trustees and its staff of certified employees; and
3. That the welfare and best interests of the students of the School District are the primary concern of the School District's Board of Trustees and its certified employees, and such concern may be served by the establishment of effective channels and procedures of communication between the District's Board of Trustees and representatives of its staff of certified employees.

In recognition of the foregoing statement, the Board of Trustees of St. Maries Joint School District No. 41, St. Maries, Idaho, hereinafter called the "Board", and the St. Maries Education Association, St. Maries, Idaho, hereinafter called the "Association", do hereby agree, this 13th day of July, 2026, as follows:

ARTICLE I

LEGAL APPLICATION

This Agreement shall be governed and constructed according to the Constitution and laws of the State of Idaho.

The Board of Trustees for St. Maries Joint School District No. 41, hereinafter referred to as the "Board", and St. Maries Education Association, hereinafter referred as the "Association" or "SMEA", recognize that the Board has certain authorities, powers, discretions, responsibilities and duties, that under the Constitution and laws of the State of Idaho, may not be delegated, limited, or abrogated by agreement with any party and the same are hereby reserved to the Board. If any provision of this Agreement, or any application of this Agreement to any certified employee covered hereby shall be found contrary to law, such provisions or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect for the length and term of this Agreement.

As used herein, the term "certified" employees shall mean certificated employees as provided for in Idaho Code Sections 33-514, 33-514A, 33-515, and 33-515A.

All policies, practices, procedures, and customs which are not expressly modified or abrogated by the provisions of the Agreement or by any contract negotiated and entered into pursuant to this Agreement, shall remain in full force and effect.

ARTICLE II

RECOGNITION

In accordance with the applicable provisions of the Idaho Code, St. Maries Education Association (SMEA), will be the exclusive representative of all professional certified employees in St. Maries Joint School District No. 41 for the purposes of negotiations with the Board for the length of this Agreement. Upon Board of Trustees' request, SMEA shall be required to demonstrate to the District that it has been duly chosen and selected by fifty percent (50%) plus one (1) of the professional certified employees of the District, excluding administrative personnel, as their representative Association for negotiations.

The Association's process for obtaining authorization for representative status for the purposes of negotiations will be documented in writing and submitted in summary form to the Board of Trustees. For representation status for the purpose of negotiations, the subject certified employee need not be a member of SMEA.

ARTICLE III

ASSOCIATION RIGHTS

1. The St. Maries Education Association (SMEA) cannot conduct union business during the workday hours.

2. Use of the Buildings. The Association and its representatives have rights to access and use the District facilities for meetings without charge, and outside of the workday. The Association follows the procedures as outlined in Board Policy No. 9305.

3. Representational Activities.

The following are considered “representational activities” which are allowed either in an off-duty status, or taking personal leave:

- a) Preparing, filing, or pursuing grievances;
 - b) Engaging in negotiations and any related mediation;
 - c) Administering a negotiation agreement; or
 - d) Participating in labor-management committees.
4. For representation activity that involves a SMEA member who is representing a St. Maries Joint School District No. 41 professional employees in such situations as, but not limited to, investigatory interviews, poor evaluations/action plans, disciplinary proceedings or appeals up to and include termination, or other administrative legal proceedings, the SMEA member can use flex time, once approved by the school principal and District Superintendent. (i.e. if an IEA representative can only meet during the workday, say 1:00 p.m. for a disciplinary proceeding, then SMEA can use “flex” time. If the meeting took 45 minutes, the school or District would get coverage for the SMEA representative and then the SMEA representative would make up that 45 minutes in the next thirty (30) days. The SMEA representative may make up that 45 minutes by staying 45 minutes after the workday or coming in 45 minutes before the workday.)
 5. Meetings. Requiring or coercing a professional employee to meet, communicate, listen to, or otherwise interact with a teacher’s union or its affiliate are not allowed to occur during the contracted workday. (i.e. a union member cannot speak about SMEA membership at a staff meeting or at a back-to-school event. Informal conversations between staff members are allowed during the teacher workday, including the duty-free lunch).
 6. Communication. The Association cannot distribute or send communications to its members. (i.e. school computers, work email accounts, servers, school staff mailboxes, bulletin boards, or any other piece of school property.)

ARTICLE IV **SCOPE**

Pursuant to Idaho Code Section 33-1271, the Board of Trustees and the Association agree negotiations shall be done in good faith on those matters specified and mutually agreed to by both the Board and the Association and identified in any such Negotiated Agreement between the Board and the Association identified in said Agreement.

ARTICLE V

NEGOTIATING PROCEDURE

The Board and the Association are entitled to enter into negotiations with respect to this Agreement, consistent with Idaho Code Sections 33-1271 through 33-1276. Negotiations shall be subject to the following requirements.

1. The Board, upon its own initiative, or the Association, so long as it provides written proof to the Board that it represents fifty percent (50%) plus one (1) of the professional certified employees of the District, excluding administrative personnel, may request negotiations regarding the interpretation or application of this Agreement. The Board or the Association may request negotiations be undertaken, by delivering written notice to the duly appointed representative of the other party.
2. The Board and the Association agree to undertake such good faith negotiations on those matters specified in any such negotiation agreement between the local Board of Trustees and SMEA. It is the responsibility of the Board and the Association to provide their negotiations representatives with the necessary power and authority to make and consider proposals, counter proposals, and conclude tentative agreements. All agreements shall be considered tentative until ratified by both the Board and the Association.
3. Accurate records or minutes of the proceedings shall be kept and shall be available for public inspection at the office of the District, during normal business hours. Both parties will read for clarification the draft minutes prior to continuing each subsequent meeting.
4. Joint ratification of all final offers of settlement shall be made by the Board and the Association in open meetings. Each party must provide written evidence confirming to the other party that a majority ratification has occurred.

ARTICLE VI

AGREEMENT

When tentative agreement is reached, it shall then be made in writing and submitted for ratification to the Board and the Association. When approved by both parties in accordance with their respective procedures, it shall be signed by their respective representatives and shall be entered into the official minutes of the Board. Whereupon the Agreement shall be binding upon the Board and the Association, and the Board and the Association shall take all necessary action in order to give full force and effect to the Agreement.

If any tentative agreement shall not be ratified by either party, such agreement shall be referred to the negotiating representatives for further negotiations.

Articles which include language referring to Board policy shall refer to Board policy as written at the time of the current signed agreement.

Terms of this Agreement shall adhere to the provisions of Idaho Code Section 33-1275.

ARTICLE VII

MEDIATION

In the event the Board and the Association in negotiations conducted pursuant to Article V of this Agreement are not able to come to an agreement upon the item or items submitted for such negotiations, then either party may request, in writing, that such item or items be submitted to mediation, in order to resolve the conflict. The Board and the Association may agree to the use of a particular mediator, but if no agreement can be reached on a mutual mediator, then the mediators nominated by each of the parties shall choose the mediator, who shall mediate the matter on behalf of the parties. Mediations shall take place within the District, at a location to be decided upon by the Board and the Association. Ratification of any mediated settlement shall take place in open meetings, and each party shall provide the other party with written notice that such ratification has occurred.

ARTICLE VIII

RESTRICTION OF RIGHT TO STRIKE

The Association agrees that under no circumstances will it declare, authorize, sanction, condone, or acquiesce in any strike (as hereinafter defined) during the term of any contract negotiated pursuant to this Agreement, with respect to any issue covered by such contract; and the Association will take positive action to prevent participation in any such strikes by any of its members.

The Association further agrees that it will not declare, authorize, sanction, condone, or acquiesce or participate in any strike unless or until:

1. All procedures for the resolution of differences provided under this Agreement have been exhausted;
2. A specific proposal for such strike has been submitted to a vote of all professional certified employees of the District by written ballot and approved by the affirmative vote of a majority of all such certified employees; and
3. Not less than fifteen (15) days shall have lapsed following completion of compliance with subparagraphs (1) and (2) above.

“Strike”, as used in this Article, shall include any form of: slow-down, sit-in, concerted mass sickness, stoppage or curtailment of work, or interference with the operations of the School District by picketing, demonstrating, or any means whatever, when engaged in by a significant number of certified employees.

ARTICLE IX
TEACHER PROTECTIONS AND SAFEGUARDS

THE RIGHT TO ORGANIZE:

The Board hereby agrees that every professional certified employee of the Board shall have the right to freely organize, join, and support the Association for the purposes of engaging in negotiations. The Board agrees further that it will not directly or indirectly discourage, deprive, or coerce any professional certified employee in the employment of any rights conferred by the Idaho Statute relating to negotiations with professional certified employees of school districts, or this Agreement, nor discriminate against any professional certified employee with respect to terms and conditions of professional services by reasons of his or her membership in the Association, his or her participation in any activities of the Association, or negotiations with the Board or his or her institution of any grievance, complaint, or proceeding under this Agreement.

Pursuant to Idaho Code Section 44-2001 the Association or its members agree not to infringe or restrict the rights of any professional certified employee who is not a member of the SMEA.

COMPLAINT PROCEDURE SAFEGUARDS:

To protect teachers while upholding parents' rights regarding their children's education.

A. Parent and Guardian Complaint Procedures:

Step 1: Parents or guardians shall first address concerns directly with the staff member involved.

Step 2: If unresolved, the concern should be directed to the building principal or supervisor.

Step 3: If still unresolved, the matter may be escalated to the Superintendent or designee, who will review the issue and provide a response within a specified timeframe.

Step 4: If the issue remains unresolved, the parent or guardian may appeal to the Board of Trustees, which will review the complaint in accordance with district policies.

- B. Confidentiality and Professionalism:** All parties involved in the complaint process shall maintain confidentiality and professionalism to ensure a constructive resolution.
- C. Non-Retaliation:** Staff members shall not face retaliation for participating in the complaint process, and any such retaliation will be addressed promptly.
- D. Notification and Response to Complaint:** Teachers will be advised of any complaint by any individual to an administrator that requires investigation and may reasonably lead to adverse disciplinary action. Before any such action is taken, the administrator will follow the steps in the Certificated Staff Grievance Policy, Board Policy 5250.
- E. Assistance in Cases of Battery or Threat:** Any battery or verbal or physical threat against a teacher in pursuit of their duties will be promptly reported to the administration. In turn, administration will cooperate with law enforcement to investigate the level of danger and credibility. The first responsibility is to take the necessary steps to mitigate imminent danger and secure the safety of all children and adults in the building. As soon as allowable, administration will notify teachers and staff.

Administration will assist any teacher who is the victim of a credible threat or battery infraction with fulfilling/covering their current teacher responsibilities. Superintendent and the building principal will also cooperate with law enforcement and any court officials. The superintendent may agree to consult with the district legal counsel regarding the battery or physical threat situation.

Nothing in this section limits a teacher's right to pursue independently, legal action against the perpetrator.

RESTORATION OF PRIOR NEGOTIATED RIGHTS:

In the event Idaho Code Sections 33-1272, 33-1275, 33-1277, or any relevant provision thereof, is repealed, invalidated by a court of competent jurisdiction, permanently enjoined, materially amended, or otherwise rendered unenforceable, any Association rights, practices, and contract language that existed immediately prior to such removal, revision, or modification, unless otherwise mutually agreed by the parties.

SCHEDULED TEACHER WORKDAYS:

Section 1. Work Day

Certificated teaching staff shall be considered "on duty status" during the work day. The regular work day for certified teaching staff shall begin thirty (30) minutes prior to the official start of the student instructional day and shall end thirty (30) minutes following student dismissal.

Teachers shall be physically present on campus and available to perform assigned professional responsibilities during this time unless otherwise approved by the building administrator.

Section 2. Professional Responsibilities when in "on duty status" during the work day

Professional responsibilities during the "on duty status" during the work day may include, but are not limited to:

- Student supervision;
- Instructional preparation and planning;
- Parent communication;
- Collaboration with staff;
- Meetings and professional duties;
- Record keeping and grading; and
- Other duties related to the teacher's professional assignment.

Section 3. Exceptions

Exceptions to the "on duty status" during the work day may be approved by the building administrator for district-assigned duties, approved professional activities, emergencies, or other authorized circumstances.

Section 4. Special Schedules

On early-release Mondays, staff work sixty (60) minutes after dismissal to equal the 7.75 hour as part of their "on-duty status" workday. On the two Parent-teacher-conference days as defined by the school calendar, staff will work a total of 15.50 hours per "on duty status" per workday, which equals 7.75 hours each day. (i.e. ten (10) hours on the first conference day and 5.5 hours on the second conference day.)

The Superintendent will contact SMEA in mid-February to initiate discussion of including the protected one-half (1/2) teacher workday at the end of each quarter in the calendar for the following year. These scheduled teacher workdays acknowledge the hard-work and time it takes to develop a safe school setting and to plan for quality instruction that leads to improved student results. These one-half (1/2) teacher workdays are designed to benefit support staff as well. While the Superintendent acknowledges the necessity and the advantages for these four (4) warranted one-half (1/2) teacher workdays, extenuating circumstances, such as, but not limited to, statute and safety, may justify the cancellation of a teacher one-half (1/2) workday.

ARTICLE X **LEGAL DISPUTES**

Jurisdiction and venue of any disputes between the Board and the Association which cannot be resolved through negotiations conducted under Article V, or mediation conducted under Article VII, shall be in the District Court of the First Judicial District, State of Idaho, Benewah County.

ARTICLE XI **GRIEVANCE PROCEDURE**

The Board and the Association agree that procedures for settling certified staff grievances be an orderly process within which solutions may be pursued. Further, that the procedures provide prompt and equitable resolution at the lowest possible administrative level. Additionally, that each certified employee be assured an opportunity for orderly presentation and review of grievances without fear of reprisal.

A grievance pursuant to Board Policy shall be a written allegation of a violation of Board-approved District policies or a written allegation of a violation of the Negotiated Agreement between the Board and SMEA.

The Certified Staff Grievance procedure shall be in accordance with Board Policy 5250 – Certificated Staff Grievances, as written at the time of agreement, and applicable Idaho Code.

ARTICLE XII **PROCEDURES FOR EVALUATION OF CERTIFIED EMPLOYEES**

The Board and the Association have a firm commitment to performance evaluation of District personnel, whatever their category and level, through the medium of a formalized system. The primary purpose of such evaluation is to assist personnel in professional development in achieving District goals and to assist with decisions regarding personnel actions. Board Policy

applies to all certified employees, both student instructional personnel and non-instructional personnel.

Each certified employee shall receive at least one (1) written evaluation to be completed by no later than June 1st for each annual contract year of employment completed by the certified employee's respective building principal or building administrator and shall use multiple measures that are research based and aligned to the *Charlotte Danielson Framework for Teaching Second Edition*. The evaluation of certified employees shall annually include a minimum of two (2) documented observations, one (1) of which shall be completed prior to January 1st.

The evaluation of certified personnel procedure shall be in accordance with Board Policy 5340 as written at the time of agreement – Evaluation of Certificated Personnel and Idaho Code Section 33-514 – Issuance of Annual Contracts – Support Programs – Categories of Contracts – Optional Placement [Effective July 1, 2016], Idaho Code Section 33-515 – Issuance of Renewable Contracts [Effective July 1, 2016], and Idaho Code Section 33-518 – Employee Personnel Files, and Idaho Code Section 33-1001, Paragraph 12.

ARTICLE XIII **REDUCTION IN FORCE**

The Board and the Association agree 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 certified staff positions in certain circumstances, Board 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 certified employees and to eliminate certified staff positions consistent with the provisions of the State statutes. 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:

1. Decreases in student enrollment
2. Changes in curriculum or programs
3. Staffing limitations of the District
4. Negative changes in the financial conditions of the District

The need for implementation of a Reduction in Force and/or the elimination of certified 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 certified staff member and that the decision as to which certified employee(s) shall be subject to such reductions shall not be made solely on consideration of seniority or contract status.

The Board may choose to implement a Reduction in Force (RIF) through:

1. The elimination of an entire program or portions of programs;
2. The elimination of positions in certain grade levels only;
3. The elimination of positions by combination of category;
4. The elimination of a portion or percentage of a position(s); or
5. Any combination of the above.

The reduction in force of certified personnel procedure shall be in accordance with Board Policy 402.13 as written at the time of agreement – Reduction In Force and Idaho Code Section 33-514 – Issuance of Annual Contracts – Support Programs – Categories of Contracts – Optional Placement [Effective July 1, 2016], and Idaho Code Section 33-515 – Issuance of Renewable Contracts [Effective July 1, 2016].

ARTICLE XIV

LEAVES

The Board and the Association agree that certified employees may be granted the following leaves upon approval from the appropriate building principal or administrator:

REASONS FOR TAKING LEAVE:

Unpaid leave will be granted to eligible employees for any of the following reasons:

1. To care for the employee's child after birth, or placement of a child for adoption or foster care with the employee; or
2. To care for the employee's spouse, child, or parent (does not include parents in-law) who has a serious health condition; or
3. For a serious health condition that makes the employee unable to perform the employee's job; or
4. For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty status, or has been notified of an impending call to active duty status, in support of a contingency operation.

SUBSTITUTION OF PAID LEAVE:

Paid leave will be substituted for unpaid leave under the following circumstances:

1. Accumulated sick leave, personal leave, and vacation leave will be utilized concurrently with FMLA leave whenever the FMLA leave is taken for reasons which qualify for sick leave benefits pursuant to District policy; and
2. Whenever appropriate workers' compensation absences shall be designated FMLA.

PERSONAL LEAVE:

Two days of personal leave will be available to each certified employee. Reasonable advance notice to the principal is required along with the certified employee's reason for taking leave, and subject to substitute availability, and not more than two (2) certified employees from any building may be absent on personal leave any day, except for an emergency.

Personal leave may not be taken on the day(s) immediately prior to or immediately following scheduled vacations or holidays, without administrative approval based upon proper justification.

Certified employees who do not use their current year's personal leave will be compensated at the end of the school year at the average rate of substitute teacher pay, for each unused current year personal leave day, not to exceed two (2) days, unless employee elects to accumulate.

Unused personal leave may be accumulated to a maximum of ten (10) days available at any time in the school year. The two (2) personal leave days allocated at the beginning of the school year will be allocated to accumulated balances of eight (8) or fewer.

Unless administration approval is obtained in advance, not more than five (5) days of personal leave (accumulated or current) shall be used consecutively or within one (1) semester.

Any certified employee desiring to accumulate personal leave in any school year shall, before June 10th of each year, notify the administration in writing of such certified employee's election to accumulate, which election shall be binding and irrevocable for the school year in which made.

No certified employee shall be compensated at the end of the school year for any unused leave which such certified employee has elected to accumulate.

Certified employees who have given formal notification that they will retire at the end of the school year will be eligible to be compensated at the end of their employment at the average rate of substitute teacher pay, for up to and including seven (7) unused personal leave days.

Personal leave shall only be accrued and used during the regular school year as determined by the Board of Trustees. Temporary employment during the summer months when school is not in session does not qualify for use or accrual of personal leave time.

SICK LEAVE:

Upon approval of the Superintendent, certified employees shall be granted use of their sick leave at full pay for serious illness in the immediate family (spouse, children, brother, sister, mother, father, or anyone for whom they are the legally-appointed primary caregiver.)

Sick leave will be documented using .5 hour (1/2 hour) increments equal to the amount of sick leave used during a regular contract day.

Certified employees may be required to provide proof of illness in a form adequate to protect the District from any employee abusing sick leave through such actions as malingering or false claims of illness.

If a request of any certificated employee to provide such proof is made, the employee shall provide written documentation from a licensed health care provider as to the illness and/or necessity of the employee to be absent from work.

ACCUMULATED SICK LEAVE:

Certified employees are able to access sick leave data through the District's Skyward Employee Access program.

Sick Leave shall accumulate at the rate of one (1) day for each month of service or major portion thereof, with no limitations upon the maximum accumulation of unused days. Each certified employee who completes full-time service for the school year shall accumulate ten (10) days of sick leave.

SICK LEAVE BANK:

The Board has established a St. Maries Joint School District No. 41 Sick Leave Bank controlled by the following philosophy and regulations.

SICK LEAVE BANK PURPOSE:

The purpose of the Sick Leave Bank shall be to provide certified employees who qualify for membership in the Bank with additional sick leave days needed to recover from personal illnesses which cause absence from work and loss of all accumulated personal and sick leave. The Bank shall not be used as a reserve for time lost due to short-term illnesses which would normally be covered by the employee's accumulated sick leave, nor for the time lost due to illness in the family, bereavement, or for purposes other than personal illness.

SICK LEAVE BANK ADMINISTRATION:

The Sick Leave Bank shall be administered by the Sick Leave Council in conformance with the Sick Leave Council regulations set forth in Board Policy. The Sick Leave Council shall be composed of two (2) certified teachers, one of which shall be appointed by the St. Maries Education Association and two (2) administrators. Each member of the committee must be a contributing member of the Sick Leave Bank. In the event of a tie vote by the Sick Leave Council, the Superintendent shall cast the deciding vote.

SICK LEAVE BANK ELIGIBILITY:

Certified employees who have accumulated one (1) or more days of personal sick leave as defined by Idaho Code Sections 33-1216 and 33-1217, shall be eligible for membership in the Sick Leave Bank.

SICK LEAVE BANK ENROLLMENT AND MEMBERSHIP:

The enrollment period shall be from the first day of school through September 30th of each year or within twenty (20) days of full-time employment. All new certified employees must complete and sign the required membership form, opting in or out of the Sick Leave Bank.

The certified employee must donate one (1) day of sick leave to the Bank during an enrollment period to become a member. When necessary, members must donate one (1) day if the Sick Leave Bank falls below sixty (60) percent of maximum capacity. When replenishment is required, the District will send enrollment forms to all current certified employees requesting an additional day for the Sick Leave Bank. Enrollment forms must be signed and returned by all current members verifying participation. Current members who have no accumulated sick leave days at the time of the request for a sick day donation and want to donate a day shall continue as current members and a day will be deducted from the following year's sick leave accumulation. Any certificated employee not donating a day shall not be a member of the Sick Leave Bank until they re-enroll during a subsequent open enrollment period. During the first year of membership only, a certified employee will not be required to donate one (1) day if the Sick Leave Bank falls below sixty (60) percent of maximum capacity to continue membership.

When a member draws from the Sick Leave Bank, they will be required to donate one (1) day of accumulated sick leave the following year to continue membership.

Days donated to the Sick Leave Bank shall be non-returnable to the donor as accumulated sick leave in the event of loss of Bank membership or separation or transfer from the District.

SICK LEAVE BANK MAXIMUM CAPACITY:

The Sick Leave Bank shall accumulate unused Bank days from year to year to a maximum capacity which shall not exceed one hundred ninety (190) days.

SICK LEAVE BANK MAXIMUM WITHDRAWAL:

The maximum number of days that shall be available for withdrawal for certified employee use in any one (1) year shall not exceed the Bank's maximum capacity as defined in Maximum Capacity above. The maximum number of days available for any one (1) individual per school year shall not exceed ninety-five (95) days.

SICK LEAVE BANK EMPLOYEE USE:

1. In order to apply for use of Sick Leave Bank days, the certified employee, or the certified employee's representative when the certified employee is physically incapable, shall secure written evidence from the District Office that:

- A. All accumulated sick and personal leave have been used;
 - B. Absence from work was due to an accident or illness of the Certified Employee; and
 - C. Five (5) days of substitute teacher salary has been deducted from their paycheck.
2. The certified employee, or the certified employee's representative when the certified employee is physically incapable, shall secure written proof of illness adequate to protect the District against malingering and false claims of illness as provided by Idaho Code Sections 33-1216 and 33-1218.
 3. The certified employee, or the certified employee's representative when the certified employee is physically incapable, shall secure written notification of the certified employee's back-to-work date. If return to work is on a half-day basis, the certified employee's doctor must so specify on the back-to-work notification. If prolonged illness requires subsequent related periodic visits to the doctor or medical facility during school time, the doctor must so specify.
 4. The Sick Leave Council shall give full consideration to the certified employee's Sick Leave Bank Application and shall make a final approval or disapproval of the request in full or in part in writing to the certified employee within five (5) working days of receipt of items 1, 2, 3, and 4 above.
 5. If the certified employee's request is approved, immediate transfer of the approved number of days from the Sick Leave Bank to the certified employee shall be made. Withdrawal from the Sick Leave Bank will be back dated to the beginning of the five (5) days of substitute pay deducted.
 6. In the event of a recurring long-term illness, it shall not be required that the certified employee be deducted an additional five (5) days of substitute paid leave before receiving additional days from the Sick Leave Bank. Total days drawn cannot exceed ninety-five (95).
 7. Each unrelated prolonged illness must be preceded by five (5) days substitute teacher salary deducted from their paycheck before the same certified employee is eligible to draw on the Sick Leave Bank again in the same school year. Total days drawn cannot exceed ninety-five (95).

MATERNITY LEAVE:

Certified employees may use sick leave for long-term illness or temporary disability, and upon the expiration of sick leave, the Board or its designee may grant eligible employees leave without pay if requested. Medical certification of the long-term illness or temporary disability may be required at the Board's discretion or its designee.

Long-term illness or temporary disability shall be construed to include pregnancy, miscarriage, childbirth and recovery therefrom. Maternity leave includes only continuous absence immediately prior to delivery, absence for delivery, and absence for post-delivery recovery, or continuous absence immediately prior to and in the aftermath of miscarriage or other pregnancy-

related complications. Such leave shall not exceed six (6) weeks unless prescribed by a physician.

PARENTAL LEAVE:

A parental parent is a spouse or domestic partner of a woman who has given birth to a child; or has adopted a child who is under eighteen (18) years old. Certified eligible employees will be granted parental leave for either of the following reasons:

1. The birth of a child; and
2. The placement of a child for adoption or foster.

The maximum of six (6) weeks afforded for maternity or parental leave will run concurrently with FMLA leave, if eligible.

In alignment to FMLA, when both parents are District employees, they are each entitled to a total of six (6) weeks for parental or maternity leave. However, leave may be granted to only one (1) parent at a time and only if leave is taken.

Exceptions to the rule. For the first week after delivery or adoption, both parents can combine their maternity and parental leave. The remaining five (5) weeks leave may be granted to only one (1) parent at a time and only if the leave is taken.

ARTICLE XV SALARY PAYMENT

Annual salary of certified employees will be paid in twelve (12) equal payments. If the certified employee faithfully complies with and fully performs the provisions of his or her contract, then said annual compensation shall be paid in the following manner, to wit: One twelfth (1/12) to be paid on the twentieth (20th) day of September and the remainder of said sum to be paid in eleven (11) equal installments on the twentieth (20th) day of each calendar month thereafter until twelve (12) payments have been paid. If the twentieth (20th) of the month falls on a Saturday or Sunday or on Monday when Monday is a holiday, then said payment will be made on the preceding Friday.

ARTICLE XVI
SALARY SCHEDULE AND GENERAL PROVISIONS

The 2026-2027 Certified Salary Schedule is as follows:

ST. MARIES SCHOOL DISTRICT CERTIFIED SALARY SCHEDULE

INITIAL PLACEMENT YRS EXP	2026-2027	BA	BA + 24	MA	MA + 24
0	R1	50,359			
1	R2	50,886			
2	R3	51,886			
3	P1	54,011	56,011	57,511	59,011
4-5	P2	55,511	57,511	59,011	60,511
6-7	P3	57,011	59,011	60,511	62,011
8-9	P4	58,511	60,511	62,011	63,511
10-11	P5	60,011	62,011	63,511	65,011
12	P6	61,511	63,511	65,011	66,511
13	P7	63,011	65,011	66,511	68,011
14	P8	64,511	66,511	68,011	69,511
15	P9	66,011	68,011	69,511	71,011
16-17	P10	67,511	69,511	71,011	72,511
18-19	P11	69,011	71,011	72,511	74,011
20	P12	70,511	72,511	74,011	75,511
	GFL	73,916	75,916	77,416	78,916

For the 2026-2027 contract year, any certified staff member who is currently on P12 and GFL cells of the Salary Schedule and not eligible to advance on the salary schedule shall receive a one-time stipend of One Thousand Five Hundred Dollars (\$1,500).

It is agreed that Special Education teachers shall be paid Three Thousand Dollars (\$3,000), as an annual stipend for each of St. Maries Joint School District No. 41's full-time Special Education teachers.

Certified staff who have achieved an Advanced Professional Endorsement, as per Idaho Code 33-1201A shall be paid an additional allowance of One Thousand Dollars (\$1,000).

To recognize certified staff that have completed fifteen (15) or more continuous years of certified employment with St. Maries Joint School District No. 41, an additional longevity allowance shall be paid as follows:

15-19 years	\$1,000
20-24 years	\$1,250
25-29 years	\$1,500
30+ years	\$1,750

No movement will be made from the professional rung to the Grandfathered Legacy Row GFL.

For vertical salary schedule movement from prior year:

Certified staff who are in their first year of holding a certificate shall be placed in the first row of the residency rung and shall move one row on the residency rung for each year they hold a certificate thereafter for up to three (3) years, at which point they will remain in the third row of the residency rung until they earn a professional endorsement.

Certified staff on the professional rung who meet the District's performance criteria, as outlined in Idaho Code, for at least one (1) of the three (3) previous years, shall move one row.

College credits earned (1) after receiving an Idaho Educational Credential, (2) at an accredited college, and (3) in a related teaching field, may be used for educational advancement on the Certified Salary Schedule.

Certified employees planning to advance on the salary schedule through additional credits or degrees must notify the Superintendent of Schools, in writing, no later than June 10th or as promptly thereafter as reasonably possible of their intention to work toward advancement on the schedule. All course work for advancement on the schedule must be completed prior to September 1. Proof of credit by official transcript must be received by the Superintendent of Schools by October 31st due to advancement on the salary schedule.

The District must exhaust all efforts to protect a duty-free lunch and a duty-free prep time or specials time that aligns with their building schedule. After all efforts have been exhausted, certificated staff may be assigned to cover a duty for absent staff or take lunch duty keeping the certificated staff from a duty-free lunch. When certificated staff are assigned to cover a duty for absent staff or take lunch duty, they will be paid the portion of the certificated substitute that is equal to the time of additional work performed.

Staff absences during work hours must be documented in Skyward in increments of 15 minutes. Timecards for documenting this additional time will be the responsibility of the certificated teacher, due each pay period. Supervisor will sign the time cards prior to submitting the time cards to the Business Manager per pay period.

It is agreed that no more than one (1) St. Maries Middle School – After School Academy stipend will be paid One Thousand Two Hundred Dollars (\$1,200) for working two (2) hours a week, per year in June. Certificated staff are preferred.

It is agreed that no more than two (2) St. Maries High School – After School Academy stipends will be paid One Thousand Two Hundred Dollars (\$1,200) for working two (2) hours a week each, per year in June. Certificated staff are preferred.

The Board and the Association agree that school activities are dynamic with changes in programs based on the level of student interest and participation, and available fiscal resources. Therefore, the Board and Association agree that based on building principal or administrator recommendations regarding the programs to be offered and the extent of the work associated with each program, the following extra responsibilities shall be compensated by the following additional payments:

**2026-2027 EXTRA/CO-CURRICULAR COACHING/ADVISOR
SALARY SCHEDULE**

ST. MARIES JOINT SCHOOL DISTRICT NO. 41 YEARS OF EXPERIENCE	COLUMN A	COLUMN B	COLUMN C
0	3,104	2,298	1,754
1	3,206	2,374	1,812
2	3,308	2,450	1,870
3	3,410	2,526	1,928
4	3,512	2,602	1,986
5	3,614	2,678	2,044
6	3,716	2,754	2,102
7	3,818	2,830	2,160
8	3,920	2,906	2,218
9	4,022	2,982	2,276
10	4,124	3,058	2,334
11	4,226	3,134	2,392
12	4,328	3,210	2,450
13	4,430	3,286	2,508
14	4,532	3,362	2,566
15 years or more	4,634	3,438	2,624

High School Activities Director, High School Head Coach
Positions – Football, Basketball, Wrestling, Volleyball,
Baseball, Golf, Track, Softball, High School Cheerleader
Advisor, BPA Advisor

Column A

High School Assistant Coach Positions – Football, Volleyball,
Basketball, Wrestling, Track, Baseball, Softball, Golf, Music
Advisor, Middle School Activities Director, High School
Annual Advisor

Column B

Middle School Coaches, High School C Squad Coaches,
Middle School Annual Advisor at sixty-five percent (65%)

Column C

No prior experience outside of St. Maries Joint School District No. 41 will be recognized for years of experience for placement on the Extra/Co-Curricular Coaching/Advisor Salary Schedule.

In the event a program is cancelled due to lack of student interest and participation, or due to a national health care crisis, the Board and Association agree the certified staff member involved shall be compensated on a prorated basis equal to the amount of time served.

It is recognized that High School class advisors provide time-consuming and beneficial services to the students they serve, particularly in the Junior and Senior years. Said advisors, of whom there normally are two (2) or three (3) per class, advise the same group of students as they progress from their Freshman through Senior years.

It is agreed that no more than three (3) advisors for each High School class shall be paid Two Hundred Dollars (\$200) each per year for advising the Freshman and Sophomore classes, and Three Hundred Dollars (\$300) each per year for advising the Junior and Senior classes.

It is agreed that no more than one (1) advisor per each Middle School grade level shall be paid Two Hundred Dollars (\$200) each per year for advising the sixth, seventh, and eighth grade levels.

ARTICLE XVII

EMPLOYEE INSURANCE

For full-time certified employees who work at least thirty-eight (38) hours per week, St. Maries Joint School District No. 41 will pay for one hundred percent (100%) of the employee's insurance premiums for medical, vision, and dental insurance. In addition, if the certified employee elects dependent insurance coverage, the School District will pay for fifty percent (50%) of eligible dependent medical, vision, and dental insurance premiums.

For part-time certified employees who work at least twenty (20) hours per week, and less than thirty-eight (38) hours per week, St. Maries Joint School District No. 41 will pay one hundred percent (100%) of the certified employee's insurance premiums for medical, vision, and dental insurance. If the certified employee elects dependent insurance coverage, the certified employee will be responsible for any and all dependent insurance premiums.

The School District's medical insurance plans will be as follows:

Driver Plan

Preferred Blue PPO \$750 – Deductible, 70% Co-insurance

Buy Up Plan

The School District's vision insurance plan will be Blue Cross SWS VSP Plan I.

The School District's dental insurance plans will be (1) Blue Cross Dental Blue Connect, (2) Delta Dental Option 1, or (3) Northwest Dental Benefits. Eligible certified employees can choose between one (1) of the three (3) listed plans.

If an employee chooses the Buy Up plan, the employee will pay the difference between the monthly premiums for their designated plan tier. Plan tiers are: single; 2 party; single + 1 child; single + children; family.

DATED this 13th day of July, 2026.

ST. MARIES JOINT SCHOOL
DISTRICT NO. 41 BOARD OF
TRUSTEES

BY: 

PAUL SOTIN
BOARD CHAIR

ST. MARIES EDUCATION ASSOCIATION

BY: 

VIVIANA BAILEY
PRESIDENT