

Kootenai School District #274

Superintendent, Wade Pilloud
Business Manager, Lisa Darden

DISTRICT OFFICE
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Teacher Negotiations Minutes May 11, 2021
Harrison Elementary Multi Purpose Room 4:00 p.m.

Call to Order: Negotiations began promptly at 4:00 p.m.

In Attendance: Michael Stroh, Shelley Bresnen, Jerry Brown, Richard Meyer, Amanda Reinhardt, Wade Pilloud

Subject Matters: Michael Stroh spoke extensively on re-establishing the master agreement, laying the groundwork, and setting rules. He will be the designated speaker for KEA. Either team can call for caucus. There is no time limit but in good faith, agreement to be modified as a whole but go thru each portion of document. Four pages were submitted to the group page by page for the record. Those pages are attached as a matter of record. Amanda Reinhardt requested the remaining pages of the document for research and preparation reasons. Mr. Stroh informed Ms. Reinhardt they had not been printed. He also stated he wanted to preserve them being reviewed in open session. Session ended at 4:53 p.m.

Conclusion: None

Attachments: Four pages of agreement (numbered 1-4)

Agreements: None

Lisa Darden, Board Clerk

KOOTENAI SCHOOL DISTRICT NO 274

NEGOTIATED AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2021, by the Board of Trustees of KOOTENAI SCHOOL DISTRICT 274, State of Idaho, hereinafter referred to as the "Board", and the KOOTENAI EDUCATION ASSOCIATION, hereinafter referred to as the "Association", WITNESSETH:

WHEREAS, Title 33, Sections 1271, et. seq. Idaho Code, empower the Board of Trustees of each school district in the State of Idaho to enter into negotiations agreements, and

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Kootenai School District No. 274 is their mutual aim, and

WHEREAS, the Association having provided evidence to the Board that it has been selected and designated as the local education organization for the professional employees of the district, and the Board therefore being obligated to negotiate with the Association, and

WHEREAS nothing contained herein is intended to, nor shall conflict with, nor abrogate the powers or duties and responsibilities vested in the Board of Trustees of Kootenai School District No. 274 by the laws of the State of Idaho:

NOW THEREFORE, in order to promote maximum utilization of the ability, experience and judgment of all parties sharing responsibility for the quality of instruction in Kootenai School District No. 274 schools, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

ARTICLE 1- DEFINITIONS

1.1 District: The terms "District", "School District", and "School District No. 274" as used in the agreement shall mean Kootenai School District No. 274, State of Idaho.

1.2 Board: The terms "Board" or "School Board" as used in this agreement shall mean the Board of Trustees of School District No. 274.

1.3 Association: The term "Association" as used in this agreement shall mean the Kootenai Education Association, provided that the KEA has met the requirements for establishing that it represents fifty percent plus one of the professional employees for negotiations.

1.4 Professional Employee: The term "Professional Employee" as used in this agreement means any certificated employee of School District No. 274 except for the Superintendent, Supervisors, and Principals.

1.5 Benefits: The term "Benefits" as used in this agreement is limited to employee insurance, leave time, retirement savings plans, and sick leave benefits.

1.6 Compensation: The term "Compensation" as used in this agreement means salary and benefits for the professional employee.

1.7 Negotiated Agreement: Binding contract between the Association and the Board.

1.8 Negotiations: the term "Negotiations" as used in this agreement means meeting and conferring in good faith in open secession by the Board and authorized local organizations for the purpose of reaching an agreement upon matters and conditions subject to negotiations as specified in a negotiation agreement between said parties. "Good faith" means honesty, fairness and lawfulness of purpose with the absence of any intent to defraud, act maliciously or take unfair advantage or the observance of reasonable standards of fair dealing.

1.9 Compensation: The term "compensation" as used in this agreement means salary and benefits for the professional employee.

1.10 Fringe Benefits: The term "Fringe Benefits" as used in this agreement shall mean compensation in addition to direct wages or salary and may include, but not be limited to, group insurance packages, sick leave bank, or cafeteria plans (ie: pre-tax benefits plans).

1.11 Immediate Family: The term "Immediate Family" shall mean spouse, children, brother, sister, mother, father, step-parent, step-child, mother/father-in-law, brother/sister-in-law, grandparent, grandchildren, aunt, uncle, or a full-time resident of the same household of said employee.

1.11 Preparation Time: The term "preparation time" as used in this agreement shall mean a continuous block of time no less than forty minutes per day, during the instructional day, to be used by the teacher for correcting, planning and making parent contact, and other activities determined by the teacher, administrator, and building leadership team to facilitate instruction aligned with district initiatives and building goals.

ARTICLE 2 - GENERAL

2-1. Nondiscrimination: The Board and the Association shall not discriminate against any employee on the basis of race, age, religion, national origin, sex, sexual orientation, marital status, handicapping condition or disability, or membership in any professional organization.

2-2. Savings: If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 3 - RECOGNITION

3-1 Bargaining Unit: The Board recognizes the Association, having presented evidence that it has been selected by a majority of the qualifying professional employees, pursuant to Idaho Code Section 33-1273, as the exclusive representative for negotiations for all certificated employees of School District No. 274 except for the Superintendent, and Principals.

ARTICLE 4 - NEGOTIATIONS

4-1 The Board and Association agree to meet and negotiate, in good faith, on those matters specified in any such negotiation agreement between the local board of trustees and the local education association.

4-2 Procedures Upon Agreement: When the Board and Association reach agreement, such agreement shall be placed in writing by the persons negotiating and offered for approval and ratification. Joint ratification of all final offers of settlement shall be made in open meetings. Each party must provide written evidence confirming to the other that majority ratification has occurred. Dispute resolution will be conducted pursuant to Idaho Code 33-1274 and 33-1275

ARTICLE 5 - DURATION

5-1. Duration: the provisions of this agreement shall have a term of July 1, 2021 through June 30, 2022 and shall thereafter expire.

ARTICLE 6 - WORKING CONDITIONS

6-1 Employee Workday: The workday for professional employees shall begin 30 minutes before the start of the school day and end 30 minutes after the end of the school day. For any duties outside the workday the employee, by their choice, will be compensated by either comp time or the hourly rate of pay of \$25.00 per hour as tracked on a timecard. These non-teaching duties performed outside of the workday include, but are not limited to, ticket-taking, concert and/or sporting event supervision, meetings lasting in excess of the work day, Title Night, Science Fairs, etc. Employees shall have a daily duty free lunch period, the duration of which shall be a minimum of 25 minutes. Certificated staff shall not be required to have non-teaching duties including playground/recess, lunch/breakfast, and/or bus/greeter.

6-2 Other duties as assigned: Mandatory Teaching reassignment by the District shall include a no less than 30 day notice given to the employee.

6-3 Faculty meetings: Meetings shall be scheduled for Monday mornings and/or during contract hours after the school day. Meetings may be scheduled twice each month provided that such meetings shall be canceled if unnecessary. These meetings shall be well planned and as brief as possible and shall not go beyond the end of the employee work day.

6-4 Preparation Time: Certificated employees shall have an uninterrupted daily prep time during the instructional day. For Secondary Teachers, this preparation time shall be equivalent to one instructional period. For Elementary Teachers, the district will provide at a minimum 3 specialized instructional blocks for the Elementary School. Examples of these instructional blocks may include music, physical education, art, etc. Each elementary classroom teacher will be given a preparation time while the students attend specialized instruction blocks. Elementary specialists will receive the same daily preparation time as elementary classroom teachers in continuous blocks of time. Prep time shall be used for correcting, planning, making parent contact, and other activities to facilitate instruction aligned with district initiatives and building goals.

6-5 Procuring Substitutes: Certificated employees shall only be responsible for reporting their absence to the building administrator. The building administrator, or their designee, will be responsible for procuring a substitute teacher for the duration of the certificated employee's absence.