

Kootenai School District #274

Superintendent, Wade Pilloud
Business Manager, Lisa Darden

DISTRICT OFFICE
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Teacher Negotiations Minutes June 11, 2021
Harrison Elementary Multi Purpose Room 3:15 p.m.

Call to Order: Negotiations began promptly at 3:15 p.m.

In Attendance: Michael Stroh, Shelley Bresnen, Jerry Brown, Richard Meyer, Carrie Hugo, Wade Pilloud, Lisa Darden

Subject Matters: A new copy of the proposed agreement was shared from the KEA team. There was extensive review of items contained within the document.

After Review of requested changes and items, the KEA team caucused from 4:05-4:25 p.m. The group then reviewed the agreement again.

Conclusion: The following items were either worked on or decided on and will come back with changes tentatively agreed upon: 6-1A, 6-1B, 6-3, 7-1, 7-2, and 7-3. The next meeting is tentatively set to review changes and move forward with salary schedule on June 28, 2021 at 5:30 p.m.

Attachments: New copy of negotiated agreement (1), Salary Schedule showing Career Ladder and Career Ladder plus 1% (2), Portion of Idaho Code 33-1001 specifically item #18(3)

Agreements: All tentative

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:

TABLE OF CONTENTS

<u>Article 1 - Definitions</u>	Page 3
<u>Article 2 - General</u>	Page 4
<u>Article 3 - Recognition</u>	Page 4
<u>Article 4 - Negotiations</u>	Page 4
<u>Article 5 - Duration</u>	Page 4
<u>Article 6 - Work Day</u>	Page 5
<u>Article 7 - Salary / Career Ladder</u>	Page 6
<u>Article 8 - Evaluations</u>	Page 7
<u>Article 9 - Benefits</u>	Page 7
<u>Article 10 - Grievance Procedure</u>	Page 8

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 Negotiated Agreement: Binding contract between the Association and the Board.
- 1.7 Negotiations: the term "Negotiations" as used in this agreement means meeting and conferring in good faith in open session 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.
- 1.8 Compensation: The term "compensation" as used in this agreement means salary and benefits for the professional employee.
- 1.9 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).
- 1.10 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

6-1a 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. 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.

6-1b 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, for example meetings lasting in excess of the work day. Employees shall be responsible for completing the timecard and totaling their time.

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, unless mutually agreed upon for less than thirty days notice.

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. (Ex: Student Support Teams (SST) or team building (rounding)) 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. In the event of an emergency as declared by either the governor, State Board of Education, Panhandle Health Department, or the Kootenai School Board, prep times may be reduced during the duration of the emergency. Certificated staff will be reimbursed for lost prep time by the \$25.00 per hour reimbursement rate.

6-5 Procuring Substitutes: Certificated employees shall only be responsible for registering their absence as per procedures in the staff handbook pertaining to substitute management program as implemented by the district. In the event other certificated staff must cover a certificated staff absence, they will be compensated \$25.00 per hour.

ARTICLE 7 - SALARY

7-1 Salary Schedule: Teachers employed by the district will be granted all prior K-12 and Pre-Kindergarten certificated teaching experience and level of education to determine placement on the Salary Schedule. Errors that occur with an employee's salary shall include appropriate retroactive compensation. Teachers will be allowed to bring in actual years of teaching experience in a state accredited public and/or private or parochial school. Substitute teaching, half time, or half year teaching is not credit for a year of experience. Horizontal credit placement on the salary scale shall be based on official transcripts in the District Office.

7-2 Evaluation of Credits for Salary Schedule: If there is a disagreement concerning years of service or placement on the salary schedule the grievance policy shall be used to resolve any issues, recognizing the district has the ability to supersede the state's determination of years of service / educational credits.

7-3 Salary: Pursuant to Idaho Code 33-1004B(8)(7)(a/b), certificated instructional and pupil personnel employees holding a professional endorsement and a Bachelor's Degree plus 24 additional credits will be paid a stipend of \$2,000.00 and certificated instructional and pupil personnel employees holding a professional endorsement and a Master's Degree will be paid a stipend of \$3,500.00

The Salary Schedule is based upon a 186 day contract. This information is being provided in this Negotiated Agreement solely for informational purposes. The length of the school year is not a subject matter for negotiations and the District is not consenting or waiving such exclusive right to determine the length of the school year by including this information in the Negotiated Agreement.

7-4 Professional obligation to facilitate Parent-Teacher conferences outside of the defined workday will be compensated by an early release after Friday morning's conferences and will count as a part of the employees' one hundred and eight six (186) day contract. Certified employees will be reimbursed via a stipend equal to 1 days pay for time spent ticket-taking, concert or sporting event supervision, Title Night, and Science Fairs.

7-5 A cost of living increase shall be negotiated annually between the board and the association.

ARTICLE 8 - EVALUATIONS

8-1 The timing of evaluations shall be conducted as per Idaho Code 33-514.

8-2 As per Idaho Admin. Code r. 08.02.02.120 The portion of certified staff evaluations based on student achievement in subsection 120.03 shall count for no more than 1/3 of the total evaluation calculation. For the purposes of teacher evaluations, growth in student achievement shall be determined in collaboration between the administration and the teacher in question. (Ex: either IPLP's or ISAT's) It shall not be mandated that results of state or district tests shall be used to determine staff proficiency.

ARTICLE 9 - BENEFITS

9-1 The District shall continue to maintain a fringe benefit pool.

9-2 Eligible employees may participate in the core benefits which consist of the district sponsored point of service medical, dental, Idaho State PERSI, and life coverage plans. District sponsored health benefits include employee coverage for medical, dental, vision, and life insurance. District will continue to maintain an FSA stipend for each staff member or will sponsor paid health coverage for EE + Spouse, or EE+ Dependents.

9-3 Employees may choose from the following options:

1. Employee only, EE & child, EE & Children EE & Spouse, or family health/vision
2. Employee only, EE & child, EE & Children EE & Spouse, or family dental
3. Life insurance

9-4 Should the employee choose benefits whose premiums exceed the district's contribution, the employee shall authorize, in writing, payroll deduction to pay the excess amount.

9-5 KEA will vote on changes recommended by any committee evaluating health benefits. This vote will be administered by the KEA and the results will be reported to the Board by the KEA.

ARTICLE 10- Grievance Procedure

10-1 Complaint Procedure: It shall be the employee's responsibility to make an attempt, to the best of their ability, to file a complaint founded on any issue covered by this agreement and/or District Policy. This complaint may be made verbally, in writing, or electronically to the building administrator or Superintendent. The administrator, to the best of their ability, will work with the creator of the complaint to solve the issue. The following procedure may be followed and recorded as an official grievance:

1. Step 1:

If the employee has sought redress through the complaint procedure and has not received satisfaction, the employee may file a written notice with the superintendent of schools declaring that a grievance exists. The declaration must include the following specifics:

- a. the original complaint taken up with the building administrator and the district administrator or designee;
- b. the portion(s) of the building administrator's and the district administrator or designee's decision that are unacceptable;
- c. the reasons why those portions are unacceptable; and,
- d. the corrections sought by the employee.

Upon receipt of the declaration, the superintendent or designee will set up a meeting within ten (10) working days between the grievant and the superintendent or designee. During the grievance procedure, either party may be accompanied by legal counsel. If either party is going to have legal counsel, that party should give sufficient notice to the other party of such representation. The superintendent or designee will render a decision on the grievance within five (5) working days after the meeting.

2. Step 2:

If the employee is not satisfied with the superintendent or designee's decision, she/he may submit a written request to the Chairperson of the Board of Trustees or designee of

School District No. 274 petitioning a reconsideration of the superintendent or designee's decision. The written request shall include the following specifics:

- a. the grievance taken up with the superintendent or designee;
- b. the reasons why the superintendent or designee's decision is not unacceptable;
and
- c. the corrections sought by the employee.

Upon receipt of the petition, the Chairperson of the Board, or designee, shall set up a date for a hearing within ten (10) working days. The hearing may be attended by any person(s) requested by the grievant or the superintendent or designee. The Board will act as an impartial third party during the hearing and will render a decision and forward the decision to the grievant and the superintendent or designee within five (5) working days.

3. Step 3:

If, after the Board's hearing and decision, a satisfactory settlement is not reached, the grievant may then request that the grievance be submitted to binding arbitration to an impartial neutral third party as agreed by both the grievant and the Board, to render a binding decision.

This agreement is signed on the _____ day of _____, 2021.

IN WITNESS THEREOF:

FOR THE ASSOCIATION

President

Negotiator

**FOR KOOTENAI SCHOOL
DISTRICT NO, 274:**

Board Chairman

Clerk of the Board

State Career Ladder

	BA	BA+24	MA
R1	40369		
R2	40990		
R3	41611		
P1	42991	44991	46491
P2	44836	46836	48336
P3	46681	48681	50181
P4	48526	50526	52026
P5	50370	52370	53870
AP1	52734	54734	56234
AP2	53207	55207	56707

Career ladder plus 1%

	BA	BA+24	MA
R1	40772		
R2	41399		
R3	42027		
P1	43407	45407	46907
P2	45284	47284	48784
P3	47148	49148	50648
P4	49011	51011	52511
P5	50873	52873	54373
AP1	53261	55261	56761
AP2	53739	55739	57239

**Only teachers with a professional endorsement qualify for the Education Allocation. Credits must be in the content area or directly related to content area to be approved.*

***BA= Degree in Education OR initial certification date
Initial placement for teachers new to the district will be based on years of experience and education approved by SDE.*

Last updated 6.11.21

Extra assignment stipend	
Senior Class Advisor	\$250
Junior Class Advisor	\$250
Sophomore Class Advisor	\$100
Freshmen Class Advisor	\$100
Club Advisor (Board Approved) Stipend	
Year long	\$500
Semester	\$250
Substitute Stipend	
	\$25
<i>When a teacher is asked to cover another teacher's class due to absence or other unforeseen circumstance where a substitute would normally cover. Prior admin approval required.</i>	

Extra Curricular Salaries	
Sr. High School Head Coach	\$3,006
Sr. High School Ass't Coach	\$2,338
Jr. High Head Coach	\$1,670
Athletic Director	\$3,500

3

students or who serve in a mentor or teacher leader position for individuals who hold an Idaho certificate issued under section 33-1201, Idaho Code.

(16) "Kindergarten" or "kindergarten average daily attendance" means and applies to all students enrolled in a school year, less than a school year, or summer kindergarten program.

(17) "Local salary schedule" means a compensation table adopted by a school district or public charter school, which table is used for determining moneys to be distributed for instructional staff and pupil service staff salaries. Minimum compensation provided under a local salary schedule shall be at least equal to thirty-eight thousand five hundred dollars (\$38,500) or, for staff holding a professional endorsement, forty-two thousand five hundred dollars (\$42,500).

(18) "Measurable student achievement" means the measurement of student academic achievement or growth within a given interval of instruction for those students who have been enrolled in and attended eighty percent (80%) of the interval of instruction. Measures and targets shall be chosen at the school level in collaboration with the staff member impacted by the measures and applicable district staff and approved at the district level. The most effective measures and targets are those generated as close to the actual work as possible. Targets may be based on grade- or department-level achievement or growth goals that create collaboration within groups. Assessment tools that may be used for measuring student achievement and growth include:

- (a) Idaho standards achievement test;
- (b) Student learning objectives;
- (c) Formative assessments;
- (d) Teacher-constructed assessments of student growth;
- (e) Pre- and post-tests;
- (f) Performance-based assessments;
- (g) Idaho reading indicator;
- (h) College entrance exams or preliminary college entrance exams such as PSAT, SAT and ACT;
- (i) District-adopted assessment;
- (j) End-of-course exams;
- (k) Advanced placement exams; and
- (l) Career technical exams.

(19) "Performance criteria" means the standards specified for instructional staff and pupil service staff to demonstrate teaching proficiency for a given compensation rung. Each element of the professional compensation rung and advanced professional compensation rung performance criteria, as identified in this section and as applicable to a staff member's position, shall be documented, reported, and subject to review for determining movement on the career ladder.

(20) (a) "Professional compensation rung performance criteria" means:

- (i) An overall rating of proficient or higher, and no components rated as unsatisfactory, on the state framework for teaching evaluation; and
- (ii) Demonstrating the majority of students have met measurable student achievement targets or student success