

Kootenai School District #274

Superintendent, Wade Pilloud
Business Manager, Lisa Darden

DISTRICT OFFICE
13030 E. O'Gara Road
Harrison, ID 83833

Phone: 208-689-3631
FAX: 208-689-3641

Teacher Negotiations Minutes July 28, 2021
Harrison Elementary Multi Purpose Room 5:00 p.m.

Call to Order: Negotiations began promptly at 5:00 p.m.

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

Subject Matters: Clarification 7-4 should not be highlighted, 6-1A, 8-2, and salary schedule
Caucus 5:22 (15 min) for both teams
Caucus for District team at 5:48 (15 min)
Caucus for KEA team at 6:05 (5 min)

Conclusion: Both teams are hopeful agreement is complete and another negotiation session is not necessary

Attachments: 1-Updated Agreement, 2-Updated Salary Schedule, 3-Budget Impact Data

Agreements: Completed agreement with agreed upon changes will be emailed to Wade Pilloud for review by the trustees at the next regular meeting.

Lisa Darden, Board Clerk

1

(updated 7/28/21)
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

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

6-2 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 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.

6-4 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 Placement on 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 any state accredited public, 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.

7-1a In order to move down vertically on the Salary Schedule, a certificated teacher must earn an overall rating of proficient or higher, and no components rated as unsatisfactory, on the state framework for teaching evaluation; and demonstrates that the majority of the students have met measurable student achievement targets or student success indicator targets. (From Idaho Code 33-1004B: and 33-1001 (20) (a))

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 The transition from the Idaho State Career ladder to a salary schedule shall not cause any certificated employee's salary to be less than their most recently signed contract with the district.

7-5 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. Certificated employees will be reimbursed via a stipend of \$500.00 for time spent ticket-taking, concert or sporting event supervision, Title Night, and Science Fairs.

7-6 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 33-1001 shall count for no more than $\frac{1}{3}$ of the total evaluation calculation. For the purposes of teacher evaluations, certificated staff and administration shall collaborate to determine the method of measurement of student achievement growth. (Ex: either IPLP's or ISAT's) It shall not be mandated that results of state or district tests alone 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. The District will provide a \$300.00/month Flexible Spending Account (FSA) stipend for each full-time, certified staff member. Certified staff members working less than full-time, will be provided a \$150.00/monthly FSA stipend. The District will pay up to \$1,000 toward monthly premiums for medical insurance, but not dental or vision coverage.

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 Any complaint founded on any issue covered by this agreement shall use the District's Grievance Policy.

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

2

0.01 Using the State Career Ladder for the BA column, then adding the \$500 per every 12 credits horizontally (calculated as \$41.66 per credit, although we discussed at the table \$41.5 per credit). Cap of adding only \$700 per year highlighted in pink. Blue highlighted correspond with state career ladder plus 1%.

		2021-2022 school year							
1000 Education									
Years of Service	BA	BA+ 12	BA+24	BA+36	BA+48	MA	MA+12	MA+24	MA + 36
0	\$40,772	\$41,272	\$42,772	\$43,272	\$43,772	\$44,272	\$44,772	\$45,272	\$45,772
1	\$41,399	\$41,899	\$43,399	\$43,899	\$44,399	\$44,899	\$45,399	\$45,899	\$46,399
2	\$42,027	\$42,527	\$44,027	\$44,527	\$45,027	\$45,527	\$46,027	\$46,527	\$47,027
3	\$43,407	\$43,907	\$45,407	\$45,907	\$46,407	\$46,907	\$47,407	\$47,907	\$48,407
4	\$45,284	\$45,784	\$47,284	\$47,784	\$48,284	\$48,784	\$49,284	\$49,784	\$50,284
5	\$47,148	\$47,648	\$49,148	\$49,648	\$50,148	\$50,648	\$51,148	\$51,648	\$52,148
6	\$49,011	\$49,511	\$51,011	\$51,511	\$52,011	\$52,511	\$53,011	\$53,511	\$54,011
7	\$50,873	\$51,373	\$52,873	\$53,373	\$53,873	\$54,373	\$54,873	\$55,373	\$55,873
8	\$53,261	\$53,761	\$55,261	\$55,761	\$56,261	\$56,761	\$57,261	\$57,761	\$58,261
9	\$53,739	\$54,239	\$55,739	\$56,239	\$56,739	\$57,239	\$57,739	\$58,239	\$58,739
10		\$54,939	\$56,439	\$56,939	\$57,439	\$57,939	\$58,439	\$58,939	\$59,439
11		\$55,639	\$57,139	\$57,639	\$58,139	\$58,639	\$59,139	\$59,639	\$60,139
12		\$56,339	\$57,839	\$58,339	\$58,839	\$59,339	\$59,839	\$60,339	\$60,839
13		\$57,039	\$58,539	\$59,039	\$59,539	\$60,039	\$60,539	\$61,039	\$61,539
14		\$57,739	\$59,239	\$59,739	\$60,239	\$60,739	\$61,239	\$61,739	\$62,239
15		\$58,439	\$59,939	\$60,439	\$60,939	\$61,439	\$61,939	\$62,439	\$62,939
16		\$59,139	\$60,639	\$61,139	\$61,639	\$62,139	\$62,639	\$63,139	\$63,639
17		\$59,839	\$61,339	\$61,839	\$62,339	\$62,839	\$63,339	\$63,839	\$64,339
18		\$60,539	\$62,039	\$62,539	\$63,039	\$63,539	\$64,039	\$64,539	\$65,039

Annual longevity increase of \$700 after 18 years.

Impact on Budget 2021-2022

Current Salary Schedule

KEA Proposed Salary Schedule

Total Impact 2021-2022

Total Wages		\$852,946.00	\$915,101.00	\$62,155.00
Persi 11.94%		\$101,841.75	\$109,263.06	\$7,421.31
Fica/Medi 7.65%		\$65,250.37	\$70,005.23	\$4,754.86
Totals		\$1,020,038.12	\$1,094,369.29	\$74,331.17

Cost of Hiring Non Curricular Aide 186 Days (same as certified staff)

Cost of Hiring Non Curricular Aide 176 Days (same as part time para aide)

	15 hours	19 hours	15 hours	19 hours
wages	\$6,696.00	\$8,481.60	\$6,336.00	\$8,025.60
fica/med	\$512.25	\$648.85	\$484.71	\$613.96
Total	\$7,208.25	\$9,130.45	\$6,820.71	\$8,639.56