

# *Kootenai School District #274*

Superintendent, Wade Pilloud  
Business Manager, Lisa Darden

DISTRICT OFFICE  
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Teacher Negotiations Minutes June 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: The district team informed the group that moments before the Board of Trustees had approved the medical plan with a \$750 deductible which is \$750 less deductible than the current plan. The KEA team handed out a revised copy of the agreement with strike outs for review (Handout 1). As the group reviewed the agreement, the KEA team caucused from 6:11 to 6:26 p.m. and the district team caucused from 7:07 to 7:14. Both teams verbally agreed on 6-3 removed, 7-1, 7-5 with \$500, 8-2 Mr. Pilloud will work on wording, 9-2 needs verbiage changes. Salary schedules will be reviewed again at the next meeting. Meeting adjourned at 7:22 p.m.

Conclusion: None

Attachments: 1-Revised Agreement, 2-Proposed Salary Schedule

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:

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## 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 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 Compensation: 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. Certificated employees will be released at 3:00 pm each Friday as compensation for all meetings held at the end of the school 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** 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.

**7-2** 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 equal to ~~4 days pay~~ \$400.00 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. ~~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 a \$300.00 FSA stipend for each staff member and will sponsor \$1,000.00 toward monthly premiums for medical/dental/vision coverage for EE + Spouse, or EE+ Dependents.

**9-2 a.** For the contract year of 2021-2022 the district will provide up to \$1,000 towards benefits premiums, a \$300 FSA stipend and move to a \$750 deductible insurance plan.

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

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Clerk of the Board

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Salary Schedule Calculation:

+\$700 for every year of service (movement downward vertically, "Step 0" represents first year in-district)

+\$105/Credit (movement to the right horizontally in increments of 12 credits, or +\$1260 per cell)

	BA	BA +12	BA +24	BA +36	MA	MA +12	MA +36	MA +45
					BA +48	BA +60	BA +72	ES/DR
Step								
0	40,000	41,260	42,520	43,780	45,040	46,300	47,560	48,820
1	40,700	41,960	43,220	44,480	45,740	47,000	48,260	49,520
2	41,400	42,660	43,920	45,180	46,440	47,700	48,960	50,220
3	42,100	43,360	44,620	45,880	47,140	48,400	49,660	50,920
4	42,800	44,060	45,320	46,580	47,840	49,100	50,360	51,620
5	43,500	44,760	46,020	47,280	48,540	49,800	51,060	52,320
6	44,200	45,460	46,720	47,980	49,240	50,500	51,760	53,020
7	44,900	46,160	47,420	48,680	49,940	51,200	52,460	53,720
8	45,600	46,860	48,120	49,380	50,640	51,900	53,160	54,420
9	46,300	47,560	48,820	50,080	51,340	52,600	53,860	55,120
10	47,000	48,260	49,520	50,780	52,040	53,300	54,560	55,820
11	47,700	48,960	50,220	51,480	52,740	54,000	55,260	56,520
12	48,400	49,660	50,920	52,180	53,440	54,700	55,960	57,220
13	49,100	50,360	51,620	52,880	54,140	55,400	56,660	57,920
14	49,800	51,060	52,320	53,580	54,840	56,100	57,360	58,620
15	50,500	51,760	53,020	54,280	55,540	56,800	58,060	59,320

Longevity Experience = Add:

BA+36 and >15 Years = +\$700

BA+48 and >15 Years = +\$700

BA+60 and >15 Years = +\$700

BA+72 and >15 Years = +\$1,350

BA+72 and >19 Years = +\$1,850

BA+72 and >24 Years = +\$2,350



Salary Schedule with FSA Stipend Included

Salary Schedule Calculation:

+\$700 for every year of service (movement downward vertically, "Step 0" represents first year in-district)

+\$105/Credit (movement to the right horizontally in increments of 12 credits, or +\$1260 per cell)

	BA	BA +12	BA +24	BA +36	MA	MA +12	MA +36	MA +45
					BA +48	BA +60	BA +72	ES/DR
Step								
0	43,600	44,860	46,120	47,380	48,640	49,900	41,160	52,4200
1	44,300	45,560	46,820	48,080	49,340	50,600	41,860	53,120
2	45,000	46,260	47,520	48,780	50,040	51,300	52,560	53,820
3	45,700	46,960	48,220	49,480	50,740	52,000	53,260	54,520
4	46,400	47,660	48,920	50,180	51,440	52,700	53,960	55,220
5	47,100	48,360	49,620	50,880	52,140	53,400	54,660	55,920
6	47,800	49,060	50,320	51,580	52,840	54,100	55,360	56,620
7	48,500	49,760	51,020	52,280	53,540	54,800	56,060	57,320
8	49,200	50,460	51,720	52,980	54,240	55,500	56,760	58,020
9	49,900	51,160	52,420	53,680	54,940	56,200	57,460	58,720
10	50,600	51,860	53,120	54,380	55,640	56,900	58,160	59,420
11	51,300	52,560	53,820	55,080	56,340	57,600	58,860	60,120
12	52,000	53,260	54,520	55,780	57,040	58,300	59,560	60,820
13	52,700	53,960	55,220	56,480	57,740	59,000	60,260	61,520
14	53,400	54,660	55,920	57,180	58,440	59,700	60,960	62,220
15	54,100	55,360	56,620	57,880	59,140	60,400	61,660	62,920