

**KOOTENAI SCHOOL DISTRICT NO 274**

**NEGOTIATED AGREEMENT**

**AGREEMENT**

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of Nov. 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. Association: The term "Association" as used in this Agreement shall mean the Kootenai Education Association (hereinafter "KEA"), provided that the KEA has met the requirements for establishing that it represents fifty percent plus one of the Professional Employees for Negotiations.
- 1-2. Benefits: The term "Benefits" as used in this Agreement is limited to employee insurance, leave time, retirement savings plans, and sick leave benefits.
- 1-3. Board: The terms "Board" or "School Board" as used in this Agreement shall mean the Board of Trustees of School District No. 274.
- 1-4. Bus Greeter Duty: 30 minutes before the instructional start of the day until students are unloaded from the last bus or until 10 minutes before the instructional day begins, whichever comes first.
- 1-5. Compensation: The term "Compensation" as used in this Agreement means salary and Benefits for the Professional Employee.
- 1-6. 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.
- 1-7. 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 (i.e.: pre-tax benefit plans).
- 1-8. 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.
- 1-9. Negotiated Agreement: Binding contract between the Association and the Board.
- 1-10. 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 any 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.
- 1-11. 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.
- 1-12. Preparation Time: The term "Preparation Time" as used in this Agreement shall mean a continuous block of time as detailed in the Agreement via negotiations to be used by the Professional Employee 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 Professional 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 Professional Employees of School District No. 274 except for the Superintendent, Supervisors 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, meaning the time that required to be at school, 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.

6.1a Professional Employees shall have a daily duty free lunch period, the duration of which shall be a minimum of 25 minutes.

6.1b Non-teaching duties including playground/recess and/or lunch/breakfast will be covered by a non-certified employee. In the event a non-certified staff member is unavailable, certificated staff will be compensated at \$12.50 per hour to cover said duties. The Administration is charged with the responsibility of creating appropriate payroll forms to be completed by the Professional Employee and Administrator to document the coverage of these activities. Time keeping for this activity will be addressed via identification of the number of minutes of the activity covered.

6.1c During the 2021-2022 school year the KEA and Administration shall examine ways in which the District can address bus greeter duties to minimize the amount of coverage work that has to be done by a Professional Employee. On or before the May 2022 Regularly Scheduled Board meeting, unless otherwise agreed by the Parties to this Agreement, the District Board shall receive a report on this work. Regardless of the content of the District's Professional Employee Handbook, during the 2021-2022 school year the Superintendent shall create a schedule to address bus greeter duties to be performed by Professional Employees.

**6-2.** Other Duties As Assigned: A mandatory teaching reassignment by the District shall require no less than 30 day notice given to the employee by the Administration, unless mutually agreed upon for a shorter period of time. Such reassignment activities shall be done in the best interest of student educational needs.

**6-3.** Preparation Time: Professional Employees shall have an uninterrupted daily prep time during the instructional day.

6-3a. For Secondary Teachers, this preparation time shall be equivalent to one instructional period.

6-3b For Elementary Teachers, the district will provide a specialized instructional block for each Elementary Classroom per school day. 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.

6-3c Prep time shall be used for correcting, planning, making parent contact, and other activities to facilitate instruction aligned with district initiatives and building goals.

6-3d 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.

6-3e Professional Employees who lose ½ or more of their preparation period due to a request by the Administration that they cover a class, attend a meeting or for some other purpose as requested by the Administration, will be reimbursed for lost prep time by the \$25.00 per hour reimbursement rate. The Administration is charged with the responsibility of creating appropriate payroll forms to be completed by the Professional Employee and Administrator to document the coverage of these activities.

**6-4. Procuring Substitutes:** Professional 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 a Professional Employee is needed to cover another Professional Employee's absence, the covering Professional Employee will be compensated \$25.00 per hour. This payment will not be in addition to any payment received by a Professional Employee due to loss of a preparation period but will be in lieu of such payment. The Administration is charged with the responsibility of creating appropriate payroll forms to be completed by the Professional Employee and Administrator to document the coverage of these activities.

## **ARTICLE 7 - SALARY**

**7-1. Placement on Salary Schedule:** Professional Employees will be allowed to bring in actual years of teaching experience in any state accredited public, private or parochial school for placement on the District's Salary Schedule. Substitute teaching, student teaching, half time, or half year teaching and teaching at a non-accredited institution is not credit for a year of experience for placement. Errors that occur with a Professional Employee's salary shall include appropriate retroactive compensation. Horizontal credit placement on the salary scale shall be based on official transcripts in the District Office.

7.1a Professional Employees completing academic requirements for advancement on the Salary Schedule must submit official transcripts to the District Office no later than September 15<sup>th</sup>, 2021. Transcripts must be received as of that date by the district Office to

receive retro pay, effective to the beginning of the school year. Transcripts received after September 15, 2021 will be applied to the following school year but will have no application for Salary Schedule placement for the 2021-2022 school year.

7.1b In determining the educational placement, state recognized degrees as well as credits earned after the initial certification shall be allowed.

7.1c Credits submitted for consideration for movement on the District's Salary Schedule must be credits earned beyond the BA Degree and which are in the field of education, or within the individual's major/minor field of instruction or toward an advanced degree in the field of education. For placement on the salary schedule at the MA+ level, such similar credits earned must be subsequent to a Masters Degree received after initial state certification.

7.1d The Salary Schedule is adopted only for the 2021-2022 school year. Any reference to future lane or step salary increases is advisory only and subject to further approval by the Board of Trustees and/or in the Negotiations process.

**7-2.** In order to move down vertically on the Salary Schedule, a Professional Employee 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))

**7-3.** 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. This is only retroactive for the current school year.

**7-4.** Salary: The District's Salary Schedule includes consideration of certificated instructional and pupil personnel employees holding a professional endorsement and a Bachelor's Degree plus 24 additional credits and certificated instructional and pupil personnel employees holding a professional endorsement and a Master's Degree. Such consideration includes the District's reimbursement of \$2,000 and \$3,500 respectively for each such position and is built into the Salary Schedule. Such sums are not additional payments to the District's Professional Employees under this Agreement but rather are consumed in and considered when developing the District's Salary Schedule.

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.

**7-5.** The transition from the Idaho State Career ladder to a Salary Schedule shall not cause any Professional Employee's salary to be less than their most recently signed contract with the District. No Professional Employee shall earn less than is mandated by State Code for individuals in the R-1 and P-1 positions on the Career Ladder for reimbursement.

**7-6.** 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 Professional Employees' one hundred and eight six (186) day contract.

7.6a Certificated employees will be reimbursed \$25.00 per hour for duties assigned by administrators such as ticket taking, working/supervising events such as concerts or sporting event supervision, Title Night and Science Fairs. Such payment will be directly associated with the duties of ticket taking and/or supervision and shall not relate to an employee simply attending an event to observe. The Administration is charged with the responsibility of creating appropriate payroll forms to be completed by the Professional Employee and Administrator to document the coverage of these activities.

**7-7.** Pursuant to Section 33-1275, Idaho Code, all Agreements shall have a one-year duration and the Parties do not have the authority to enter into any agreement that has a term in force and effect for multiple years, specifically with regard to compensation and benefits. Thus, the District cannot make any representation as to salary or benefits for the 2022-23 school year. As stated herein the District can enter into successor agreements, consistent with provisions of the Idaho Code.

## **ARTICLE 8 - EVALUATIONS**

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

**8-2.** As per the Idaho Administrative Procedures Act. 08.02.02.120 the portion of Professional Employee evaluations based on student achievement in section 33-1001, Idaho Code, shall count for no more than  $\frac{1}{3}$  of the total evaluation calculation. For the purposes of Professional Employee evaluations, as per Section 33-1001, Idaho Code, measures and targets shall be chosen at the school level in collaboration with the Professional Employee impacted by the measures and applicable District staff and approved at the District level. (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. Should Section 33-1001, Idaho Code, change at the state level, this document shall reflect those changes.

### **ARTICLE 9 - BENEFITS**

- 9-1.** The District shall continue to maintain a Fringe Benefit pool.
- 9-2.** Eligible Professional 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, Professional Employee. The District will pay up to \$1,000 toward monthly premiums for medical insurance, but not dental or vision coverage.
- 9-3.** Professional 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 Professional 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.** The 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 10<sup>th</sup> day of Nov., 2021.

**IN WITNESS THEREOF:**

FOR THE ASSOCIATION

FOR KOOTENAI SCHOOL  
DISTRICT NO. 274



Using the Idaho State Career Ladder for the BA column plus 1%, then adding \$500 per every 12 credits horizontally.

		2021-2022 school year							
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 allowance of \$700 after 18 years non-compounding.

