

2019 – 2020
NEGOTIATION AGREEMENT

PAYETTE SCHOOL DISTRICT #371

BOARD OF TRUSTEES

And

PAYETTE EDUCATION ASSOCIATION

Representative Organization

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This negotiations agreement is made and entered into pursuant to the laws of Idaho (Idaho Code 33-1271-1276) by the Board of Trustees of the Payette School District #371 (hereinafter referred to as the Board) and the Payette Education Association (hereinafter referred to as the Association). The forenamed parties agree to the following:

ARTICLE I. PROCEDURE

A) Recognition

Solely for the purpose of negotiations for the 2019-2020 Negotiated Agreement, the Association has established, as per statute, its status as representative for the purpose of negotiations. The Board acknowledges the Association in such capacity for the 2019-2020 negotiations.

B) Definitions

The term “Professional Employee” shall mean any certificated employee of the school district, excluding administrative personnel including superintendents, supervisors or principals, as excluded from the professional employee group for the purpose of negotiations (Section 33-1272(1), Idaho Code.

The term “Board” shall mean the Board of Trustees of School District #371, in the Counties of Payette and Washington in the State of Idaho.

The term “Association” shall mean the Payette Education Association.

The term “Superintendent” shall mean the superintendent of School District #371 in the Counties of Payette and Washington in the State of Idaho.

The term “Supervisors” shall mean district-wide administrative personnel other than the superintendent.

The term “School Year” shall mean the period from opening of the schools in District #371 to the closing of the schools in District #371 as defined in individual employees’ contracts.

The term “Day” shall mean workday or school day.

The term “Consultant” shall mean a person mutually agreed upon who shall be present at a session or sessions, to provide information upon a specific issue.

ARTICLE II. NEGOTIATION GROUND RULES

- A) Treat each other with courtesy and respect, focusing on the issues and not the person.
- B) It is ok to disagree and to vent – however, such should be directed to issues and not people.
- C) Meetings shall start and end on time. If a delayed start is necessary, timely notice should be made to the extent possible. Meetings may be extended or postponed by mutual consent. In addressing meetings, time and location issues the parties must be cognizant of the open meeting and posting/notice requirements.

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- D) Each team shall consist of two (2) or three (3) members, with an alternate that may be assigned. A complete list of negotiators and alternates will be exchanged prior to the first negotiating session. Two members of each team are necessary for a quorum. Negotiating teams will not exceed five members at any one time. In the event a vacancy occurs, the Board and Association have the right to replace members of the negotiating team.
- E) Each team has a spokesperson (lead negotiator). The spokesperson may call on his/her other team members. All comments will be listened to and each participant shall have an equal voice in the process. All cell phones shall be on silent absent disclosure and agreement of the parties.
- F) Meetings, whenever possible, shall be agenda driven. The agenda for each successive meeting shall be established before the conclusion of each scheduled session. Each team may identify at least one agenda item for each session.
- G) Each team shall make all best efforts to explain, clarify and answer questions relating to the matter of discussion. Further, each team will make all best efforts to provide accurate information in a timely manner as such is requested.
- H) Requests for side bars will be allowed by mutual agreement as to topic and team members involved, if any, to facilitate the discussion at the table during negotiations.
- I) Respect each team's request to caucus.
- J) Minutes for Negotiations shall be kept by a designee agreed upon by both parties. The parties shall make all efforts to notify of errors contained in the Negotiations minutes. Signatures on the official minutes do not represent agreement but indicate official minutes have been received and reviewed. If a team is not in agreement with the official Negotiations minutes, they may submit a rebuttal set of minutes, which will be appended to the Negotiations meeting minutes. Rebuttal minutes must be submitted no later than the start of the negotiation session immediately following the signatures on official minutes. The rebuttal minutes are also subject to a rebuttal by the other side. The minutes of the Negotiation meetings will be subject to public records requests as will all submitted rebuttals.
- K) Teams may opt to record the proceedings but agree to inform the other team of such intent prior to the start of the recording. Recording will then be made available to the other team.
- L) Tentative agreements shall be in writing, initialed by both chief negotiators, dated, and included in the meeting minutes for the meeting during which the tentative agreement was reached. There is no ratification of tentative agreements until total agreement is reached by both teams.
- M) Negotiations between the parties will be in open session. Ratification shall be pursuant to Idaho Code.
- N) It is understood that each duly appointed team is empowered to draft language, negotiate, and reach tentative agreement on the issues.

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ARTICLE III. COMPENSATION

2019-2020 Career Ladder			BA +24		M, EdS, EdD
R1		\$38,500			
R2		\$39,000			
R3		\$39,500			
P1		\$42,500	\$44,500		\$46,000
P2		\$44,375	\$46,375		\$47,875
P3		\$46,250	\$48,250		\$49,750
P4		\$48,125	\$50,125		\$51,625
P5		\$50,000	\$52,000		\$53,500
G1			\$56,375		\$57,875
G2			\$58,414		\$59,914
G3			\$60,530		\$62,030
G4			EDS/DR		\$63,200

- A. For 2019-2020, four teachers who see an increase only through educational premiums will receive a loyalty bonus of an additional \$500 in honor of their service to our District.
- B. Salary for new employees will be determined by placement on the career ladder. Grandfathered cells (rows G1-G4) indicate no new staff salaries will enter these cells unless agreed upon by the District and the Association. Ladder ends at former O or G3, excepting Ed.S/Dr which grants a “supercell” placement, formerly P.
- C. Advancement on the Salary Schedule
 - i. Staff remain in the District equivalent to the third-year residency cell until they earn a professional endorsement.
 - ii. Staff who failed to meet the performance criteria for the three out of the last four years will not advance to the next cell or cell rate on the State and District salary schedules.
- D. Certified staff with a BA+24 will receive an education premium of \$2000 included in their monthly salary. Certified staff with a MA will receive an educational premium of \$3,500 included in their monthly salary.
- E. Payette School District will reimburse \$50.00 per semester credit hour, of post graduate training or the actual cost, whichever is less. Each employee may request reimbursement up to two (2) credits per semester, for a total of four (4) per year.
 - i. Employees who will be returning for the subsequent year may submit for reimbursement.
 - ii. Official transcript(s) or electronic transcript(s) must be submitted to the district office no later than one (1) year following course completion to receive reimbursement.
 - iii. Contract for the ensuing year must be signed to receive reimbursement for spring/summer courses.

ARTICLE IV. BENEFITS

A) Health Insurance

Effective September 1, 2019, each regular, full-time employee shall be eligible for district-paid and approved medical insurance plan. The District will pay \$588.20 per eligible employee per monthly for medical premiums. Employee is responsible for all monthly premiums in excess of \$588.20.

The District will pay \$2.33 of monthly Employee Assistance Program (EAP) premium, 100% of the 2019-2020 rate.

The District will pay \$28.05 per eligible employee of monthly dental premiums.

The District will pay \$8.85 of monthly vision premium, 100% of the 2019-2020 rate.

B) Life Insurance

The District agrees to pay the \$8.00 monthly premium for a \$40,000 term life insurance policy.

C) Leaves (Policy 404)

1) Extended Leave Without Pay (Policy 404.7)

Certificated employees requesting a leave of absence without pay for an extended period of time shall apply in writing to the Superintendent. The Board of Trustees shall review the request and if the request is granted, shall allow the following:

- i. Returning employees shall retain and will not forfeit the appropriate level of salary based upon years of experience and education as set forth in the district's salary schedule. Further, the returning employee shall not forfeit previously accrued and earned sick leave benefits.
- ii. While on leave, the employee shall be allowed to participate in group insurance with the employee paying the premium.
- iii. Employees shall receive the written statement of reemployment outlining the terms of the leave of absence.
- iv. Upon approval of the Board, leaves can be extended beyond one year with a written request from the employee on leave prior to April 1 of the year the leave would have ended.

2) Personal Leave (Policy 404.2)

Professional employees will be allowed two (2) personal leave days. Personal leave is intended to provide an opportunity for professional employees to attend to personal matters that arise during contracted employment days. Personal leave may be obtained by notifying the building principal 24 hours in advance of the leave day desired and will be contingent on the availability

of an acceptable substitute. Personal leave during the first and last two weeks of school or in case of an emergency must be approved by the School District Superintendent. Personal leave may be accumulated to a maximum of 7 days.

3) Professional Organization

- i. The District will provide annually, up to 10 days total for the Association to use at their discretion in performing duties of officers, attending Delegate Assembly and testifying on legislative initiatives. The Payette Education Association President will authorize the use of these days prior to administrator approval for leave. Leave beyond these 10 days may be taken by the employees' use of Personal Leave.
- ii. When a PEA member is selected or elected to an officer position with either the Idaho Education Association or National Education Association, the employee will be granted leave necessary to fulfill the obligations of the position beyond the 10 days referenced above. The employee will notify the District of intent to run or accept an officer position prior to the appointment or election to allow them ability to mitigate impact on student achievement loss due to teacher leave.

4) Sick Leave (Policy)

- i. At the beginning of each school year each certificated employee shall be credited with one (1) day of sick leave allowance per contracted month.
- ii. Sick leave accumulation has no cap.
- iii. Sick leave is to be used for absences caused by accident or illness or circumstances which render the professional employee incapable of carrying on their duties and shall include childbirth and illness of a member of the employee's immediate family.
- iv. Part-time professional employees will be granted a percentage of sick leave allowance in proportion to the length of day worked.

5) Sick Leave Bank

- i. Each certificated employee of the District may participate in the sick leave bank. To participate, each employee shall contribute a prescribed number of his earned sick leave days as determined by the Sick Leave Bank Committee. Deposits to the sick leave bank may be made from Sept. 1 to Oct. 15 of each year. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement.
- ii. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating employees upon recommendations of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or reoccurring illness beyond the employee's accumulated sick leave.

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- iii. The total number of sick leave days that may be contributed in any school calendar year will equal no more than 180 days. The total number of days in the sick leave bank may not exceed 360 days.
- iv. Application for use of the bank shall be submitted to the Sick Leave Bank Committee for their recommendation. The committee shall review the request and determine the eligibility of the employee. If the committee deems necessary, it shall require proof of illness at the time of application and from time to time after a grant has been made.
- v. The committee shall have the authority to establish such guidelines as it deems necessary to implement this program. Guidelines shall have the approval of the Executive Committee of the Association and the Board of Trustees. After complete review of the application, the committee shall have the authority to make final decisions within the guidelines as to the disposition of the case.
- vi. In order for a professional employee to be eligible to apply for sick leave benefits from the sick leave bank the employee must first have been absent from work due to illness or accident for: (1) all his accumulated sick and personal leave days and one (1) day where his salary was reduced in full.
- vii. The maximum number of days that can be granted in any one fiscal year will be the remaining number of days an employee is scheduled to work under his current contract. In no case will the granting of leave cause an employee to receive more than his annual salary for that year.
- viii. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.
- ix. Bank grants to individual employees will not be carried over from one fiscal year to another; all such grants will end at the termination of the school year. If a certificated employee does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank. A certificated employee will be eligible for a maximum of 180 days sick leave in any one year of employment.
- x. The Sick Leave Bank Committee shall consist of two (2) members appointed by the Association and one (1) member appointed by the Board.
- xi. The Committee shall develop and distribute rules and procedures for the orderly administration of the bank not consistent with the terms of this agreement. The committee shall be responsible for reporting District's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the bank and all other information necessary for the employee's records.

ARTICLE V. SCHOOL YEAR AND SCHOOL DAY (Policy 405.2)

A) Workday

A full-time professional employee shall have a seven and three-quarter hour (7hr 45 min) workday. Start time will generally be fifteen (15) minutes before classes begin or as otherwise directed by the respective building administrator.

All school personnel shall make arrangements through their building principal when necessary to be absent from the building during any part of the school day.

B) Prep Time

The District shall provide a minimum of five (5) thirty-minute continuous blocks of prep time per five (5) day week during student contact time. Certified staff cannot be required to cover additional duties or classes during their protected (150 minutes) of prep time.

C) Duty Free Lunch

Teachers will have a thirty-minute duty-free lunch with no direct responsibility for supervision of students.

D) Calendar Year

The basic contract year for a professional employee herein covered shall be one hundred eighty-six (186) days.

ARTICLE VI. GRIEVANCE PROCEDURE (Policy 401.5)

Certified employee grievances will be handled according to Payette School District Policy 401.5 except where superseded by Idaho Code. If this policy should undergo revision, the Board or a representative of the Board, will notify the PEA president of changes in a timely enough manner that allows for comment or suggestions from the Association.

ARTICLE VII. CERTIFIED PERSONNEL EVALUATION (POLICY 402.4)

Certified employee personnel supervision and evaluation will be conducted according to Payette School District Policy 402.4 unless superseded by IDAPA rules. If this policy should undergo revision, the Board or a representative of the Board, will notify the PEA president of changes in a timely enough manner that allows for comment or suggestions from the Association.

ARTICLE VIII. ASSIGNMENT, PROMOTION AND TRANSFER GUIDELINES (Policy 401.4)

A) Position Posting

The District shall post for any open employment position or assignment with the District.

B) Promotion and Transfer

1. Assignments shall be based upon the qualifications of the candidate and the needs of the district.

2. The goal of Payette School District's internal assignment, promotion and transfer policy is to identify workers who have the skills or ability needed and to give qualified employees an opportunity to be considered for those openings and assignments. Current employees will be given thoughtful consideration as candidates for job vacancies.
3. The primary factors considered in assignment or promotion decisions will be:
 - a. The best interest of the District; and
 - b. The relative ability and merit of all candidates, i.e., education, work history, job-related skills, knowledge, experience, ability, efficiency, initiative, attitude, attendance record and performance.
4. Payette School District reserves the right to transfer employees to different positions when deemed necessary for the best interest of the District and to maintain efficient operations

ARTICLE IX. REDUCTION IN FORCE (POLICY 403.4)

A reduction in force may occur when the Board of Trustees determines that it is in the best interest of the district to reduce the number of contracted certificated employees. Reduction in Force will be handled as outlined in Payette School District Policy 403.4 unless superseded by Idaho Code. If this policy should undergo revision, the Board or a representative of the Board, will notify the PEA president of changes in a timely enough manner that allow for comment or suggestions from the Association.

Support units are estimated each spring for budget setting purposes. In the instance that enrollment-based funding support units are higher than projected, the District agrees to work with administration and PEA to consider groups who did not receive raises from previous year or to add qualified teaching positions to maintain smaller class sizes.

ARTICLE X. COMMITTEES

To meet the mutual goal of educational excellence in education, through input with the Board, teachers (at least one of whom shall be PEA president designee from applicable school(s)) will be included in formulating policies, procedures, programs, textbook adoptions, curriculum choice, materials, and any other resource required and/or implemented by the District designed to improve instruction. The Superintendent will meet quarterly with PEA representatives to resolve mutual concerns and the need for employee coverage due to lack of available substitutes. This includes a committee to identify leadership priorities for the District for use of Leadership Premiums according to Idaho Code 33-1004J. Teachers will participate on committees that determine the professional development needs and opportunities for professional employees aligned to district, school and individual professional improvement plans. Approval of professional leave for development opportunities will be based on standardized criteria.

Calendar and Health Benefit committees will include a PEA designee to inform and provide teacher input into the decisions made by the Board.

The PEA president designee from applicable school(s), will be represented on any committees that involve professional teacher salaries and/or benefits. These committees are not a substitution for negotiations and must be in consideration of open meetings laws and requirements.

ARTICLE XI. SAVINGS CLAUSE

Should any article(s) or section(s) of this agreement be found to be in conflict with either existing Idaho Law or any law enacted after the ratification of this agreement, said article(s) or section(s) shall be deemed invalid and renegotiation shall begin immediately to bring said article(s) or section(s) into agreement with the law. Such article(s) or section(s) of the agreement which do not conflict with such laws shall be valid and binding upon both parties to the agreement for the life of the agreement.

ARTICLE XII. AGREEMENT MODIFICATION

No change, rescission, alteration or modification of this agreement shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon. This agreement shall be governed and construed according to the Constitution and the Laws of the State of Idaho.

ARTICLE XIII. DURATION

Pursuant to section 33-1275(1) all agreements entered shall have a one (1) year duration of July 1 through June 30 of the ensuing fiscal year. Pursuant to subsection (2) of 33-1275, Idaho Code, any items other than compensation and benefits may have a non-rolling two-year duration with a designated start date and a designated end date.

Adam Rynearson, Board Lead Negotiator _____

Michelle Stoneman, PEA Lead Negotiator _____

ARTICLE XIV--SIGNATURES

SIGNATURE PAGE

Adam Rynearson, Chairman
Payette School District Board of Trustees

Date

Michelle Stoneman, PEA Co-President
Payette Education Association

Date

Angie Spelman, PEA Co-President
Payette Education Association

Date