

2020-2021

NEGOTIATED AGREEMENT

between the

PAYETTE SCHOOL DISTRICT #371 BOARD OF TRUSTEES

and the

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 2020-2021 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 2020-2021 negotiations.

B) Definitions

1. 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.
2. 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.
3. The term "Association" shall mean the Payette Education Association.
4. The term "Superintendent" shall mean the superintendent of School District #371 in the Counties of Payette and Washington in the State of Idaho.
5. The term "Supervisors" shall mean district-wide administrative personnel other than the superintendent.
6. 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.
7. The term "Day" shall mean workday or school day.
8. 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.
- 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, or disclosed with 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.

ARTICLE III. COMPENSATION

2020-2021 Career Ladder			BA +24		M, EdS, EdD	Loyalty
R1		\$40,000				
R2		\$40,000				
R3		\$40,000				
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		\$54,375	\$56,375		\$57,875	
G2		\$56,414	\$58,414		\$59,914	
G3		\$58,530	\$60,530		\$62,030	\$62,530
G4			EDS/DR		\$63,200	\$63,700

- A) Salary for new employees will be determined by placement on the career ladder. Grandfathered cells (rows G1-G4) indicate no new staff salaries (new personnel or movement) will enter these cells unless agreed upon by the District and the Association. Ladder ends at G3, excepting Ed.S/Dr which grants a “supercell” placement, G4.
- B) Advancement on the Salary Schedule
 - 1. For the 2020-2021 Fiscal Year, staff will remain at their 2019-2020 career ladder placement
 - 2. Staff remain in the District equivalent to the third-year residency cell until they earn a professional endorsement.
 - 3. 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.
- C) Professional staff with a BA+24 or MA will receive an education premium at the rate of their career ladder placement included in their monthly salary.
- D) 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 (4) credits_per year.
 - 1. Employees who will be returning for the subsequent year may submit for reimbursement.
 - 2. 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.
 - 3. Contract for the ensuing year must be signed to receive reimbursement for spring/summer courses.

- E) Teachers must have a current certificate on file at the district office before September 1st or will be paid at a substitute rate up until September 15th. If not fully certificated at that time, the position will be posted and filled with a highly qualified teacher.

ARTICLE IV. SCHOOL YEAR AND DAY (POLICY 405.2)

A) Workday

A full-time professional employee shall have a nine-hour (9 hr.) workday during student contact days and an eight-hour (8) workday on non-student contact days. 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 four (4) thirty-minute continuous blocks of prep time per four (4) day week during student contact time. Certified staff cannot be required to cover additional duties or classes during their protected prep time (150 minutes during student contact 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 sixty-three (163) days.

ARTICLE V. BENEFITS

A) Health Insurance

1. Effective September 1, 2020, 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. Any excess premium will be contributed to a health savings account.
 - If, after the benefit open enrollment period ends, the difference between the budgeted amount for health benefits and the actual annual projected cost of benefits is equal to or greater than \$35,000, a one time stipend equal to the cost of \$14.70 per month plus tax cost will be distributed to employees whose benefit costs increased.
 - If the difference is less than \$35,000 but still greater than the amount budgeted, the amount will be split equally between those employees whose benefit cost increased.

2. The District will pay \$2.33 of monthly Employee Assistance Program (EAP) premium, 100% of the 2020-2021 rate.
3. The District will pay \$28.05 per eligible employee of monthly dental premiums.
4. The District will pay \$8.85 of monthly vision premium, 100% of the 2020-2021 rate.

B) Life Insurance

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

C) Leave (Policy 404)

1. **Leave of Absence (Policy 404.7)**

Except in circumstances where Idaho Code supersedes, Payette School District Professional employees are guaranteed the right to request a leave of absence without pay for an extended period through writing to the Superintendent in accordance with Payette School District Policy 404.7.

As of the date of this agreement, PSD Policy 404.7 states that upon this leave being granted that 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 salary schedule and will not forfeit any previously accrued and earned sick leave benefits and that during this time the employee shall be allowed to participate in group insurance with the employee paying the premium. Leave can be extended beyond one year with a written request from the employee prior to April 1 of the year the leave would have ended.

2. **Personal Leave (Policy 404.2)**

- a. 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, of which only four consecutive student contact days may be taken-
- b. At the end of the school year, certified personnel have the option to accumulate or be reimbursed at \$70 each for unused personal days. Certified personnel must declare their intent in writing by May 15th of the school year. If undeclared, five or less days will accumulate and more than five will be reimbursed. The reimbursement for unused personal days will be included in the employee's June paycheck.

3. Professional Organization

- a. The District will provide annually, up to 10 days 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. In the event the Association needs additional days, the Superintendent may grant up to 5 additional days. The Association agrees to reimburse the district for the cost of substitute wages for the additional Association leave days granted.
- b. 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)

- a. At the beginning of each school year each certificated employee shall be credited with one (1) day of sick leave allowance per contracted month.
- b. Sick leave accumulation has no cap.
- c. 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.
- d. 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

- a. 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.
- b. 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.
- c. 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.

- d. 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 per set guidelines. 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.
- e. The committee shall have the authority to establish such guidelines as it deems necessary to implement this program. Guidelines, which will be referenced prior to filing a request form, shall have the approval of the Executive Committee of the Association and the Board of Trustees designee. 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. (See attached document with specified guidelines).
- f. 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.
- g. 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.
- h. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.
- i. 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.
- j. The Sick Leave Bank Committee shall consist of two (2) members appointed by the Association and one (1) member appointed by the Board.
- k. 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.

6. Bereavement Leave for Professional Employees

This agreement differs from what is in Payette School District policy 404.3 but will remain in effect through the conclusion of the negotiated agreement that is in place at the time the

Board addresses and adopts policy covering bereavement leave through the purchased ISBA policy manual.

Each professional employee shall be granted up to three (3) days bereavement leave with full pay at the time of death of any relative residing in the professional employee's household and/or the following family members:

- Spouse
- Daughter/Daughter-in-law
- Son/Son-in-law
- Mother/Mother-in-law
- Father/Father-in-law
- Stepfamily
- Siblings
- Brother-in-law
- Sister-in-law
- Grandchildren
- Grandparents

In addition, one day of leave per year will be given for other close friends or relatives.

ARTICLE VI. ASSOCIATION

A) Business

- 1) The Association and its representatives shall have the right to use school buildings to conduct Association business with employees so long as such business does not interrupt classroom instruction, normal operations of the building or scheduled school activities. If the Association needs the use of school facilities or equipment with reasonable accommodations for a larger meeting, the Association will schedule such use with the building principal.
- 2) The Association shall have the right to communicate with bargaining unit members using school email, mailboxes and bulletin boards. The Association shall not use school equipment, email or mailboxes to advocate for a political candidate or election, including school elections, levies or bonds.
- 3) The Association shall be provided the opportunity to sponsor a breakfast or luncheon at any mandatory new hire meeting which occurs, at which the Association shall be provided time to do a presentation about the Association to all new, professional employees.
- 4) The Association is exclusive representative of the bargaining unit in all matters covered under this agreement.

B) Rights

- 1) Bargaining unit members shall have the right to Association representation in any meeting which is investigatory, disciplinary, or evaluative in nature upon the request of the member.
- 2) Upon written request, the board designee shall provide the Association with public information requests within 3 working days of the date of the request. The board or its designee may request up to an additional 10 working days to accommodate the public information request.

ARTICLE VII. COMMITTEES

- A) 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. 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.
- B) Calendar and Health Benefit committees will include a PEA designee to inform and provide teacher input into the decisions made by the Board.
- C) 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.
- D) District Policy Input

The Board is in process of reviewing and adopting policies vetted by the ISBA and understands the importance of teacher input in policy development and revisions. To facilitate input, PEA Presidents or designee will receive the board considered policies within five business days following the Board approval to move to a second reading. The PEA will be given the opportunity of a work session with the Superintendent or designee to generate suggestions. The PEA will be on the agenda for all additional readings prior to policy adoption. Unless mutually agreed by the Board and the PEA President, each policy will have a minimum of three readings.

ARTICLE VIII. ASSIGNMENT, PROMOTION, & TRANSFER GUIDELINES

Except in circumstances where Idaho Code supersedes, Payette School District Professional employees are guaranteed the right to be notified and apply for assignments, promotions and transfers in accordance with Payette School District Policy 401.4. As of the date of this agreement, and in agreement with PSD Policy 401.4, the district shall post for any open employment position or assignment within the district. The Board and PEA agree that as a courtesy to employees, an email notification will be sent to all district personnel upon posting of any position.

ARTICLE IX. CERTIFIED PERSONNEL EVALUATION

All certified Payette School District employees will receive a formal evaluation at least once a year through an equitable evaluation model adopted by the Payette School District, which as of the date of this agreement is the Danielson Model. The procedures and details of the evaluation are found in PSD policy 402.4 and comply with IDAPA rule

120.02. If the IDAPA rule should change, it will supersede PSD policy until the policy can be updated.

ARTICLE X. GRIEVANCE PROCEDURE

Except in incidences where Idaho Code supersedes, certificated employees are guaranteed the ability to file a grievance in accordance with Payette School District Policy 401.5. As of the date of this agreement, PSD Policy 401.5 defines a valid grievance as *a.) a violation of Board approved District policies or b.) a violation of the Master Agreement between the District and the Teacher's Association; of which either allegation shall be presented in written format.*

The procedural details and Board's desire for settling said written grievances is outlined in Policy 401.5 including specific timelines to be met.

ARTICLE XI. REDUCTION IN FORCE (RIF)

Except in circumstances where Idaho Code supersedes, the Payette School District Policy 403.4 for a reduction in force (RIF) for certified employees will be applied in all instances when the District needs to RIF certified employees. As used in this policy, "teacher" shall apply to any employee of the District who holds a certificate issued by the State Board of Education who is employed in a teaching position.

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.

PEA wants to consider "re-open" clause for salary and benefits only, should the district receive additional monies above \$100,000 for the 2020-2021 school year.

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.

ARTICLE XIV. 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 XV. SIGNATURES

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