

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES
KAMIAH JT. SCHOOL DISTRICT #304

AND THE

KAMIAH EDUCATION ASSOCIATION

AN AFFILIATE OF THE
IDAHO EDUCATION ASSOCIATION

AND THE NATIONAL EDUCATION ASSOCIATION

2023-2024

SIGNATURE COPY



Damon Keen
Trustee, Board of Trustees

7/17/23
Date



Jesse Hunt
Trustee, Board of Trustees

7-17-23
Date



John Rich Martin, K.E.A.

6/6/23
Date



Jim Engledow, K.E.A.

6-6-23
Date

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ARTICLE I PROCEDURAL AGREEMENT

This Agreement entered into by and between the Board of Trustees of Joint School District No. 304 (hereinafter referred to as the Board), and the Kamiah Education Association (hereinafter referred to as the Association); pursuant to the laws of the State of Idaho, the aforementioned parties agree as follows.

1.1: Bargaining Units

1. Pursuant to Idaho Code 33-1273: The local education organization selected by a majority of the qualifying professional employees shall be the exclusive representative for all professional employees in that district for the purposes of negotiations.
2. PROOF OF MAJORITY REPRESENTATION—Pursuant to Idaho Code 33-1271: Upon either party, either the local education association or board of trustees, making a request for negotiations, the local education organization, shall provide the district with written evidence establishing that the local education organization represents fifty percent (50%) plus one (1) of the professional employees for negotiations.

1.2: Procedures

1. Written Notice to negotiate on matters covered by this agreement must be given by either party by April 1st of any year. In the event the parties in negotiations are not able to come to an agreement upon compensation for professional employees, if agreed to by both parties, a mediator may be appointed.
2. Pursuant to Idaho Code 33-1274: The item(s) or issue(s) in dispute may then be submitted to mediation in an effort to resolve the dispute. The procedure for appointment of a mediator shall be mutually determined by both parties. The procedure for appointment of and compensation for the mediator shall also be determined by both parties. Mediation is nonbinding, and the recommendation(s) of the mediator, if any, shall not be construed as having force or effect.
3. If no agreement regarding compensation has been reached by both parties by or before the last week of the school year, current contracts will be reissued until an agreement is reached.

4. Negotiations sessions shall be held at such times and places mutually agreed to by the parties. Negotiation sessions shall last a maximum of two (2) hours, but the parties may mutually agree to extend the sessions for a longer time period. Any other provision of law notwithstanding, including any provisions to the contrary in section 67-2345, Idaho Code, all negotiations or meetings allowed or required pursuant to this act shall be in open session and shall be open and available for the public to attend. In addition, all documentation exchanged between the parties during negotiations, including all offers, counteroffers and meeting minutes shall be subject to public writings disclosure laws.
5. Each party shall agree upon the number of representatives at negotiation sessions.

1.3: Negotiable Items

The Board and the Association agree to only negotiate the following items, pursuant to Section 33-1272, Idaho Code:

- A) The step salary schedule and extra curricular salaries.
- B) Employee Insurance
- C) Sick leave, personal leave and leave of absence.

ARTICLE II LEAVES

2.1 SICK LEAVE

1. Sick Leave Allowance: At the beginning of each school year, each professional employee shall be credited with twelve (12) days of sick leave allowance.
2. Prorated Sick Leave Allowance: Professional employees contracted on a part-time basis or for part of a school year shall receive a prorated portion of the annual sick leave.
3. Sick Leave Accumulation: The unused portion of such allowance shall accumulate from year to year to an unlimited number of days.
4. Sick Leave Use: Sick leave is to be used for absences caused by accident or illness or circumstances which render the employee incapable of carrying on his/her teaching duties, including childbearing.
5. Family Illness: Professional employees shall be allowed to use sick leave when such absence is due to illness of a member of the individual's family. Family shall be defined as parents, spouse, children, siblings and in-laws.
6. Sick Leave Bank
 1. Each employee of the district covered by this contract may participate in the Sick Leave Bank. To participate, each employee shall contribute a prescribed number of his/her earned sick leave days as determined by the Sick Leave Bank Committee. Sick leave days thus contributed shall be deducted from the individual's annual sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating employees upon the recommendation of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by the absence from work necessitated by extended or recurring illness extending beyond the employee's accumulated sick leave.

2. 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.
3. 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 Association's executive board 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.
4. In order for an employee to be eligible to apply for sick leave benefits from the Sick Leave Bank, the employee must first: (1) Be a contributor to the Bank and (2) have been absent from work due to illness or accident for all his/her accumulated sick leave days.
5. The Sick Leave Bank Committee shall determine the number of sick leave days each participant must contribute in order to keep the Bank solvent.
6. 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/her contract. In no case will the granting of leave cause an employee to receive more than his/her annual salary for that year.
7. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.
8. Bank grants to individual employees will not be carried over from one fiscal year to another and all such grants will end at the termination of the fiscal year. If an employee does not use all of the days granted by the Bank, the unused sick leave days will be returned to the Bank.

9. The Sick Leave Bank Committee shall consist of two (2) Association members, one elementary and one junior-senior high, elected by the members, and the Superintendent. The Committee shall develop and distribute rules and procedures for orderly administration of the Bank not inconsistent with the terms of this agreement. The Committee shall be responsible for reporting to the district's accounting office the names of contributors and the number of days contributed. The Payroll Clerk will hold the Sick Leave Bank files that have been provided by the Sick Leave Bank Committee. It shall report all days granted by the Bank and all other information necessary for the employees' records.

2.2 PERSONAL LEAVES

1. Personal Leave: Personal leave shall be granted for any reason deemed necessary by the professional employee at the rate of three (3) days per year.

One (1) day of personal leave may be carried over per fiscal year, with a maximum accumulation of two (2) days. [Note: After two (2) years, this would allow a teacher to have five (5) days of personal leave --- two (2) days carryover plus three (3) days from the current fiscal year.]

Personal leave days may be taken as full or half days at the discretion of the professional employee. Personal leave will not be deducted from sick leave.

Professional employees will be paid for unused personal leave at 100% of the certified substitute rate at the end of the school year. (See Appendix C for form.)

2. Bereavement Leave: Professional employees shall be granted leave with pay in the event of a death in the immediate family (parents, siblings, spouse, children and in-laws) for a reasonable length of time. Such leave will not be deducted from sick leave. Leave with pay for the death of other relatives or friends shall be granted for one (1) day. Additional days may be granted for individual circumstances requiring extended time with administrative approval.

3. Professional Leave: Professional leave, with pay, may be granted to each teacher upon request. Teachers may attend professional meetings with prior approval of the building principal and superintendent. This leave shall be requested in advance. (See Appendix C for form.)
4. Civic Duty Leave: Professional employees shall be granted, upon request, leaves with full pay for civic duties (such as jury duty, serving as a witness in court action).

2.3 LEAVES OF ABSENCE

1. Extended Leaves: Per Idaho Code 33-513 (6), the Board of Trustees has the authority to grant any employee's request for a leave of absence. The board may also delegate this authority to the district superintendent or any other individual so designated by the board. If the board delegates this authority to the district superintendent or any other individual, the board shall ratify or nullify the action regarding the request for a leave of absence at the next regularly scheduled board meeting or at a special board meeting should the next regularly scheduled board meeting not be within a period of twenty-one (21) days from the date of such action.

ARTICLE III

INSURANCE

3.1 INSURANCE

1. Insurance: The District shall provide full medical, and dental insurance for the employee and 30% of the cost for the employee's dependent's medical, and dental insurance. Vision insurance shall be made available at the group rate, with the employee covering the entire premium cost. Carriers and plans shall be determined by the District with Association input. All insurance coverage under this Article shall remain in full force and effect during the life of this Agreement.

ARTICLE IV

SALARY

4.1 SALARY

1. Salary Schedule: The basic salaries of the employees covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement.
2. Recognition for Experience: A newly hired employee shall be given credit for actual years experience on the salary schedule, set forth in appendix A, for each full year of teaching experience in any school accredited by a recognized accredited agency.
3. Recognition for Additional Preparation: All credits earned after the conferring of a Bachelor Degree and their initial teaching certificate will be accepted as additional professional preparation for initial placement and/or to advance on the salary schedule. District approval in-service program credits will be accepted for advancement on the salary schedule. Credit for other educational activity will be accepted for advancement on the salary schedule upon prior approval by the superintendent or designee. Documentation of additional professional preparation, if sufficient to advance the teacher's preparation status, shall be submitted to the superintendent. This documentation may be in the form of notice of completion from either the trainer or sponsor of the in-service program. Credits earned must be submitted by September 5th to apply in the current contract year for salary adjustments.

ARTICLE V

DURATION

Section V: Duration

1. Duration: The provisions of this Agreement will be effective as of July 1st, 2023 and will continue and remain in full force and effect until June 30th, 2024.
2. Agreement: This Agreement is signed this 30th day of June, 2023 and shall be binding upon the parties.

Section VI: Board

Nothing contained in this Agreement shall abrogate the power of the Board as vested in it by the State of Idaho, and where any part becomes illegal by the subsequent action of the State, all other unaffected parts shall remain in effect. The Board is the only determiner of policy in Joint School District No. 304 and retains jurisdiction and authority over all facets of district operations and programs.

IN WITNESS THEREOF:

For the Board:



Chairman, Board of Trustees
Kamiah Jt. School District #304



Clerk
Kamiah Jt. School District #304

For the Association:



President
Kamiah Education Association



Kamiah Education Association

2023-2024
 KAMIAH SCHOOL DISTRICT
 CERTIFIED INSTRUCTIONAL STAFF
 With IDAHO CODE 33-1004B

The Additional \$6359 to be divided by ALL Instructional FTE's
 (FTE = 28 Add to cell \$5,478.52)

	Years Exp.	Base Salary (BA)	BA +24 Credits	Master's Degree (MA)/PhD
R1	1	\$ 41,118	\$ 41,118	\$ 41,118
R2	2	\$ 41,988	\$ 41,988	\$ 41,988
R3	3	\$ 42,860	\$ 42,860	\$ 42,860
P1	4	\$ 43,990	\$ 44,941	\$ 45,461
P2	5	\$ 45,773	\$ 46,289	\$ 47,052
P3	6	\$ 47,555	\$ 47,678	\$ 48,699
P4	7	\$ 49,337	\$ 49,337	\$ 50,404
P5	8	\$ 51,119	\$ 51,119	\$ 52,167
P6	9	\$ 51,377	\$ 52,099	\$ 53,994
P7	10	\$ 52,405	\$ 53,662	\$ 55,883
P8	11		\$ 54,896	\$ 57,840
P9	12		\$ 56,929	\$ 59,864
P10	13			\$ 61,960
P11	14			\$ 64,127

**APPENDIX C
KAMIAH JOINT SCHOOL DISTRICT NO. 304 LEAVE REQUEST**

NAME OF EMPLOYEE: _____

CIRCLE ONE

DATE(S): _____ FULL DAY? HALF DAY? AM PM

_____ Substitute **NOT** Needed

_____ Substitute Needed Preferred Substitute #1 _____ Yes No
(If you do not list a preference, a substitute will automatically be chosen for you.)
 Preferred Substitute #2 _____ Yes No
 Assigned Substitute _____

AVAILABLE?

CHECK BOX BELOW, OR COMPLETE PROFESSIONAL LEAVE SECTION:

- SICK LEAVE BEREAVEMENT LEAVE
 PERSONAL LEAVE OTHER-LIST (**NOT** PROFESSIONAL)

COMPLETE ADDITIONAL INFORMATION BELOW FOR PROFESSIONAL LEAVE ONLY: *(This form must be submitted to the Principal one week in advance of the date requested for Professional Leave.)*

I request permission to attend (event): _____

Location: _____

_____ I have attached a copy of the sponsoring agency's description of the event.

ESTIMATED COSTS

_____ Registration Fee
 _____ Mileage (who will you be carpooling with?) _____
 _____ Meal(s)
 _____ Lodging (double occupancy - list your roommate) _____
 _____ Other _____

Signature of Employee Date

Signature of Fund Director Date

Signature of Principal Date

Signature of Superintendent Date

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To be completed by the PRINCIPAL: Funding Source: _____
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