

**KUNA EDUCATION ASSOCIATION**

**MASTER  
CONTRACT**

**BETWEEN THE ASSOCIATION AND  
KUNA SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**2012-2013  
SCHOOL YEAR**

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**ARTICLE I  
TEACHING CONDITIONS**

- A. For information about the Supervision/Evaluation Process see Board Policy #445  
For information about Due Process see Board Policy #445.5
- B. For information about Personnel Files see Board Policy #411

**ARTICLE II  
SALARY**

A. Salary Schedule

Note: The following salary schedule is based upon a 2009-2010 per diem salary schedule. Also, this 2012-2013 salary schedule reflects an overall 2% reduction in work days and compensation.

- 1. Employees must hold a valid teaching certificate
- 2. If an employee is eligible to move across the salary schedule because of additional education, the district administration office must be notified in writing on or before September 15<sup>th</sup>.
- 3. An incoming certified employee shall be placed on the salary schedule based on their current level of education and their current years of experience minus two years.

<b>Kuna Joint School District No.3</b>							
<b>2012-2013 Salary Schedule</b>							
Year	BA	BA +12	BA +24	MA BA +36	MA +12 BA +48	MA +24 BA +60	MA +36 ES/DR
0	31,166	31,166	31,166	31,166	31,577	32,762	33,990
1	31,166	31,166	31,166	31,166	31,577	32,762	33,990
2	31,166	31,166	31,166	31,166	31,577	32,762	33,990
3	31,166	31,166	31,166	31,166	31,577	32,762	33,990
4	31,166	31,166	31,166	31,577	32,762	33,990	35,265
5	31,166	31,166	31,577	32,762	33,990	35,265	36,587
6	31,166	31,577	32,762	33,990	35,265	36,587	37,959
7	31,577	32,762	33,990	35,265	36,587	37,959	39,383
8	32,762	33,990	35,265	36,587	37,959	39,383	40,860
9	33,990	35,265	36,587	37,959	39,383	40,860	42,392
10	35,265	36,587	37,959	39,383	40,860	42,392	43,982
11	36,587	37,959	39,383	40,860	42,392	43,982	45,631
12	37,959	39,383	40,860	42,392	43,982	45,631	47,343
13	37,959	40,860	42,392	43,982	45,631	47,343	49,117
14	37,959	40,860	42,392	45,631	47,343	49,117	50,960
15	37,959	40,860	42,392	45,631	49,117	50,960	52,870
16 or more	37,959	40,860	42,392	45,631	49,117	50,960	54,853

Kuna Joint School District No.3							
2012-2013 Per Diem Schedule (Based upon 186.5 Days)							
Year	BA	BA +12	BA +24	MA BA +36	MA +12 BA +48	MA +24 BA +60	MA +36 ES/DR
0	167.11	167.11	167.11	167.11	169.31	175.67	182.25
1	167.11	167.11	167.11	167.11	169.31	175.67	182.25
2	167.11	167.11	167.11	167.11	169.31	175.67	182.25
3	167.11	167.11	167.11	167.11	169.31	175.67	182.25
4	167.11	167.11	167.11	169.31	175.67	182.25	189.09
5	167.11	167.11	169.31	175.67	182.25	189.09	196.18
6	167.11	169.31	175.67	182.25	189.09	196.18	203.54
7	169.31	175.67	182.25	189.09	196.18	203.54	211.17
8	175.67	182.25	189.09	196.18	203.54	211.17	219.09
9	182.25	189.09	196.18	203.54	211.17	219.09	227.30
10	189.09	196.18	203.54	211.17	219.09	227.30	235.83
11	196.18	203.54	211.17	219.09	227.30	235.83	244.67
12	203.54	211.17	219.09	227.30	235.83	244.67	253.85
13	203.54	219.09	227.30	235.83	244.67	253.85	263.36
14	203.54	219.09	227.30	244.67	253.85	263.36	273.24
15	203.54	219.09	227.30	244.67	263.36	273.24	283.49
16 or more	203.54	219.09	227.30	244.67	263.36	273.24	294.12

B. Pay for Performance

**Kuna School District Local Pay for Performance Plan for Student Achievement Awards**

Describe Group of Certificated, Building-based Employees

**All Certificated Employees who work at K-6 Schools:**

- Hubbard and Teed Elementary
- Indian Creek and Ross Elementary
- Reed Elementary
- Crimson Point Elementary
- Silver Trail Elementary

Note: employees who have shared responsibilities and various buildings will be eligible for a percentage of the total share that equals their percentage of their time that they are assigned to a building.

Local Student Achievement Measures and Goals from Section 33-1004I(2)(b), Idaho Code

<u>Measure</u>	<u>Benchmark/Goal</u>	<u>Local Share Award</u>
Note: the 6 <sup>th</sup> grade portfolio will be new for many of our K-6 school systems, so to improve the validity and reliability of the portfolio, we will be assessing the participation rate for the 2012-13 school year, giving each K-6 system time to determine valid assessment procedures for 2013-14.		
2011-12: Participation 6th Grade Transition Portfolio	1. 95% or more of 6th grade students completed a portfolio 2. Less than 95% of 6th grade students completed a portfolio	1. 1 share 2. no share
2012-13: Proficiency 6th Grade Transition Portfolio	1. 85% or more of 6th grade students receive proficient or advanced on portfolio 2. 75%-84% of 6th grade students students achieve profient or advanced on portfolio 3. less than 75% of 8th grade students students achieve profient or advanced on portfolio	1. 1 share 2. .5 share 3. no share

Describe Group of Certificated, Building-based Employees  
**All Certificated Employees who work at Kuna Middle Schools:**

Note: employees who have shared responsibilities and various buildings will be eligible for a percentage of the total share that equals their percentage of their time that they are assigned to a building.

Local Student Achievement Measures and Goals from Section 33-1004I(2)(b), Idaho Code

<u>Measure</u>	<u>Benchmark/Goal</u>	<u>Local Share Award</u>
8th Grade Transition Portfolio	1. 85% or more of 8th grade students receive proficient or advanced on portfolio	1. 1 share
	2. 75%-84% of 8th grade students students achieve proficient or advanced on portfolio	2. .5 share
	3. less than 75% of 8th grade students students achieve proficient or advanced on portfolio	3. no share

Describe Group of Certificated, Building-based Employees  
**All Certificated Employees who work at Kuna High and Initial Point High Schools:**

Note: employees who have shared responsibilities and various buildings will be eligible for a percentage of the total share that equals their percentage of their time that they are assigned to a building.

Local Student Achievement Measures and Goals from Section 33-1004I(2)(b), Idaho Code

<u>Measure</u>	<u>Benchmark/Goal</u>	<u>Local Share Award</u>
Senior Project Portfolio	1. 85% or more of 12th grade students receive an overall score of proficient or advanced on portfolio	1. 1 share
	2. 75%-84% of 12th grade students students achieve an overall score of proficient or advanced on portfolio	2. .5 share
	3. less than 75% of 12th grade students students achieve an overall score of proficient or advanced on portfolio	3. no share

Note: The three referenda to be voted on in November 2012 may change and or delete the revenue source for the following pay for performance plan. If the three referenda are successful, the district will not be responsible to pay for the state or local portions of pay for performance.

C. Extra Curricular Pay Schedule

**KUNA HIGH SCHOOL**

**Tier 1**

**Football**

Head Coach	4,500.00
Assistant	2,500.00
Assistant	2,500.00
Assistant	2,500.00
Assistant	2,500.00
Assistant	2,500.00
Assistant	2,500.00
Assistant	2,500.00
Assistant	2,500.00
Assistant	2,500.00

**Volleyball**

Head Coach	4,500.00
Assistant	2,500.00
Assistant	2,500.00
Assistant	2,500.00
Assistant	na

**Cheer Session - All Year**

Head Coach	4,500.00
Assistant	2,500.00

**Boys Basketball**

Head Coach	4,500.00
Assistant	2,500.00
Assistant	2,500.00
Assistant	2,500.00
Assistant	na

**Girls Basketball**

Head Coach	4,500.00
Assistant	2,500.00
Assistant	2,500.00
Assistant	2,500.00

**Wrestling**

Head Coach	4,500.00
Assistant	2,500.00
Assistant	2,500.00
Assistant	2,500.00
Assistant	na

**Co- Curricular**

Tier 1	
Band	\$4,000
Band Asst.	\$1,500
Choir	\$4,000
CAST	\$4,000

**Tier 2**

**Girls Soccer**

Head Coach	3,500.00
Assistant	2,000.00

**Boys Soccer**

Head Coach	3,500.00
Assistant	2,000.00

**Baseball**

Head Coach	3,500.00
Assistant	2,000.00
Assistant	2,000.00
Assistant	na
Assistant	na

**Softball**

Head Coach	3,500.00
Assistant	2,000.00
Assistant	2,000.00
Assistant	na

**Tier 2**

Drama	\$2,500
Yearbook	\$2,500
Debate	\$2,500

**Tier 3**

**Cross Country**

Head Coach	2,800.00
Assistant	1,200.00

**Golf**

Head Coach	2,800.00
Assistant - .5 FTE	600.00

**Tennis**

Head Coach	2,800.00
Assistant	1,200.00
Assistant	

**Track**

Head Coach	2,800.00
Assistant	1,200.00
Assistant	1,200.00
Assistant	1,200.00
Assistant	1,200.00
Assistant	na

**Tier 3**

Academic Decathlon	\$1,500
Color-Guard	\$1,500
Dance	\$1,500
Newspaper	\$1,500

**KUNA MIDDLE SCHOOL**

**Tier 1**

<b>Football</b>	
8th Head Coach	\$ 1,900.00
8th Assistant	\$ 1,400.00
8th Assistant	\$ 1,400.00
8th Assistant	\$ 1,400.00

<b>Volleyball</b>	
8th A	\$ 1,900.00
8th B	\$ 1,400.00
8th C	\$ 900.00
7th A	\$ 1,700.00
7th B	\$ 1,400.00
7th C	\$ 900.00

<b>Cross Country</b>	
Head Coach	\$ 1,700.00
Assistant	\$ 1,200.00

<b>Cheer</b>	
Head Coach	\$ 1,700.00

<b>Boys Basketball</b>	
8th A	\$ 1,900.00
8th B	\$ 1,400.00
8th C	\$ 900.00
7th A	\$ 1,700.00
7th B	\$ 1,400.00
7th C	\$ 900.00

<b>Girls Basketball</b>	
8th A	\$ 1,900.00
8th B	\$ 1,400.00
8th C	\$ 900.00
7th A	\$ 1,700.00
7th B	\$ 1,400.00
7th C	\$ 900.00

<b>Wrestling</b>	
8th Head Coach	\$ 1,900.00
8th Assistant	\$ 1,400.00
7th Head Coach	\$ 1,400.00
7th Assistant	\$ 1,400.00

**Tier 2**

<b>Tennis</b>	
A Coach	\$ 1,700.00
B Coach	\$ 1,300.00

<b>Track</b>	
Girls Head Coach	\$ 1,700.00
Boys Head Coach	\$ 1,300.00
Assistant Coach	\$ 1,300.00
Assistant Coach	\$ 1,300.00

**Co-Curricular**

<b>Band</b>	
Head Band	\$ 1,700.00

<b>Choir</b>	
Head Choir	\$ 1,700.00

<b>Orchestra</b>	
Head Orchestra	\$ 1,000.00

<b>Jr. Cast</b>	
Head Jr. Cast	\$ 1,000.00

<b>Honor Society</b>	
Advisor	\$ 500.00

<b>Intramural Director</b>	
	\$ 2,000.00

<p><b>Kuna School District Tier 1 Criteria:</b></p> <ul style="list-style-type: none"> <li>* Number of Participants</li> <li>* Off Season Camp, league, weight room</li> <li>* Verticle program</li> </ul>	<p><b>Number of participants / Events</b></p> <ul style="list-style-type: none"> <li>Football: 100/9 +</li> <li>Boys Basketball: 40/20+</li> <li>Girls Basketball: 40/20+</li> <li>Wrestling: 40/14+</li> <li>Volleyball: 40/14+</li> <li>Cheerleading: 20/5*</li> <li>Boys Soccer: 35/17+</li> <li>Girls Soccer: 35/17+</li> <li>Baseball 35/16+</li> <li>Softball 40/16+</li> <li>Track 35/10</li> <li>Tennis 40/10</li> <li>Golf 20/10</li> <li>Cross Country 40/8+</li> </ul>
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<p><b>Kuna School District Tier 1 Criteria (Co-Curricular)</b></p> <ul style="list-style-type: none"> <li>* Number of Events</li> <li>* Number of participants</li> </ul>	<p><b>Number of Participants/Events</b></p> <ul style="list-style-type: none"> <li>Debate 47/9</li> <li>Band 100/10</li> <li>Choir 122/10</li> <li>CAST 30/25</li> <li>Yearbook 20</li> <li>Drama 30/5</li> <li>Color Guard 10/5</li> <li>Newspaper 20</li> <li>Dance 11/2</li> </ul>
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D. Traveling Staff

1. Employees who are required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate per mile as established by the State Board of Examiners. Employees using their own automobile for travel within the district will be reimbursed for travel done between arrival at the first location at the beginning of their workday and their last location at the end of their working day.

**ARTICLE III  
FRINGE BENEFITS**

A. Fringe Benefit Pool

1. The District shall establish a fringe benefit pool for all certified employees.
2. The District shall provide, at no cost to the employee, the following:
  - a. Employee hospital, surgical, and major medical insurance under the Blue Shield PPO Plan or an HSA (with a \$113.00 monthly contribution) for employee health coverage for all eligible employees.
  - b. A \$40,000 group life policy.
  - c. Employee vision insurance.
  - d. Employee dental insurance thru Blue Cross or Willamette.
3. Each employee shall allocate the sum contributed to his/her credit among the various fringe benefits offered. The optional benefits offered shall be:
  - a. Member plus one health
  - b. Member plus one dental
  - c. Member plus one vision
  - d. Family health
  - e. Family dental
  - f. Family vision
  - g. Individual term life (Section 79)
  - h. Dependent care
  - i. Extraordinary health care
4. No individual changes in allocation of benefits or salary reduction authorization may be made after October 15<sup>th</sup>, with the exception of KEA dues. The district agrees to allow reductions for KEA dues at any time during the year.



5. Coverage of the fringe benefits shall begin on the effective date of this contract and be continuous twelve (12) month coverage.
6. Carriers and plans shall be mutually determined by the District and the Association.
7. All insurance coverage under this article shall remain in full force during the life of this agreement and until a successor agreement has been ratified. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
8. The Board and the Association will enter into a flexible spending account plan and the Board will pay the initial set-up fee to an outside agency. The participating employee agrees to pay the monthly costs incurred.
9. The Board and the Association will enter into a HSA spending account plan and the Board will pay the initial set-up fee to an outside agency. The participating employee agrees to pay the monthly costs incurred.

#### **ARTICLE IV LEAVES**

##### A. Personal Leave

Paid personal leave shall be granted for any reason deemed necessary by the employee at the rate of two (2) days per year. Two (2) additional personal leave days may be taken with the employee paying the cost of the substitute. Personal leave will be granted by the building principal upon receipt of the employee's written request five (5) days in advance. In cases of emergency, the 5-day notice requirement will be waived. Personal leave days may be taken as full or half days at the discretion of the employee. Unused personal days may accumulate as personal leave up to a seven (7) day limit. Employees may choose to be paid for unused personal leave at the substitute rate at the end of each school year.

##### B. Parental Leave

1. Childbearing - Sick leave may be used for childbearing. The time needed will be determined by the employee's physician.
2. An employee adopting a child shall be entitled to use thirty days of sick leave, if necessary, to fulfill the requirements of adoption.

##### C. Association Leave

In addition to the leave granted by Idaho Code, the District shall grant six (6) person days with pay to be used by the Kuna Education Association. Advance notice shall be given. Additional days may be granted by the Superintendent with the Association paying the substitute.

D. Leave Of Absence

Employees shall be granted leaves of absence without pay for up to one (1) year upon application to and approval by the Board. Upon return from such leave, the employee shall be guaranteed a position for which he/she is certified. All rights of continuing contract status, retirement, accrued sick leave, salary increments and other benefits provided herein shall be preserved and available to the employee upon his/her return to the District. Employees may participate in insurance programs by paying the premiums. Request must be given by April 1 of each year except for child rearing leave requests. Notice of the employee's intent to return to work must be given to the District by April 1 of the leave year.

E. Educational Leave Of Absence

Employees shall be granted leaves of absence without pay for up to one (1) year upon application to and approval by the Board for the purpose of educational enrichment. Educational enrichment shall be defined as:

1. pursuit of a graduate degree program
2. a professional fellowship
3. accept a scholarship offering
4. professional development employment opportunities that are mutually beneficial to the employee and the District
5. to serve in a county, state, or national office
6. to serve as an exchange teacher or an overseas teacher

Upon return from such leave, the employee shall be assigned to the position he/she held before leave was granted unless circumstances surrounding the assignment have changed. All rights of continuing contract status, retirement, accrued sick leave, salary increments and other benefits provided herein shall be preserved and available to the employee upon his/her return to the District. Employees may participate in insurance programs by paying the premiums. Notice of the employee's intent to return to work must be given to the District by April 1 of the leave year.

Replacements for certificated employees on a leave of absence for educational enrichment will be clearly informed of the term of assignment at the time of employment. The District and the Association agree that any transfer and/or release caused by a certificated employee returning from a leave of absence will not constitute grounds for a grievance.

F. Professional Leave

1. Professional Leave. Professional staff desiring leave from their assignment for professional development activities must submit a written request to the principal. The

principal shall evaluate the request and notify the staff member of his/her decision in writing.

2. Professional Leave for Curriculum Development. Employees from all levels and subject areas will be called upon from time to time for their technical expertise and knowledge to work on curriculum development committees. The District administration will make every attempt to call such committee meetings during the employee's regular tour of duty. Each committee will have input into the hours required with consideration of their special needs.
3. Additional Work. Additional committee work outside the employee's regular tour of duty may be desired occasionally. Volunteers for this service, approved by the Director of Student Services, will be compensated at a rate to be determined by the Director.

G. Bereavement Leave

Employees are entitled to five (5) days bereavement leave for a death in the immediate family (grandfather, grandmother, father, mother, brother, sister, husband, wife, child, grandchild, foster or stepchild, father-in-law, or mother-in-law). Such leave must be taken within thirty (30) days of the death of a member of the immediate family. The thirty (30) day limit may be extended by the Superintendent in unusual circumstances. The Superintendent may grant bereavement leave for circumstances not listed above within twenty-four (24) hours of the request.

H. Family Medical Leave – see Board Policy #407

I. Jury Duty – See Board Policy #408

J. School Volunteer Leave

Building administrators are encouraged to allow employees the opportunity to volunteer or attend their family members school activities when and where scheduling is possible.

K. Military Leave – See Board Policy #409

L. Sick Leave

1. At the beginning of each school year, each employee shall be credited with ten (10) days of sick leave allowance.
2. Employees employed on a part-time basis or for part of a school year shall receive a prorated portion of the annual sick leave.
3. Employees are allowed to accumulate up to 190 unused sick days.

4. Sick leave is to be used for absences caused by personal illness, emotional upset, accident or circumstances which render the employee incapable of carrying on his/her duties.
5. Employees shall be allowed to use sick leave when such absence is due to illness of a member of the individual's immediate family (grandfather, grandmother, father, mother, brother, sister, husband, wife, child, grandchild, foster or step child, father-in-law, or mother-in law).
6. Sick leave days may be taken as full or half days at the discretion of the employee.

M. Sick Leave Bank Membership

Certificated employees of Joint School District No. 3 who are contracted at least half time may participate in a sick leave bank. To participate, each employee shall contribute two (2) sick leave days [one (1) day if half time]. Sick leave days thus contributed shall be deducted from the individual employee's sick leave entitlement. The employee shall sign a form furnished by the District prior to September 15. Certificated employees becoming employed after September 15 shall be given the opportunity to join the sick leave bank within two weeks of active employment. In no event, shall a new certificated employee of the District be denied participation if all procedures and qualifications are met.

The employee will also acknowledge that once these days are contributed they cannot be retrieved upon resignation from Joint School District No. 3 or upon quitting the sick leave bank. An employee shall have the right to withdraw from participation in the sick leave bank upon written notification to the School District administration and chairperson of the sick leave bank committee.

Accrued Days

The district office will keep a list of contributors and days accrued in the sick leave bank. This information will be available to the committee upon request.

Future annual contributions to the sick leave bank shall be determined by the sick leave bank committee. The contributed sick leave days shall form a fund with a minimum of two hundred (200) sick days. The committee will determine the number of days necessary to assess members to keep the bank solvent. Days assessed shall be in denominations of 1/2 days and assessments shall be mandatory for each member to retain membership.

Committee

The sick leave bank committee shall consist of three (3) Kuna Education Association members and one (1) administrator. KEA members of the sick leave bank committee shall be appointed by the Kuna Education Association. The committee shall elect a chairperson.

Purpose

The sick leave bank shall be used for the purpose of alleviating the hardship caused by absence from work necessitated by catastrophic illness, life-threatening incident, mental illness requiring hospitalization, or life threatening conditions, excluding elective surgery.

### Pregnancy and Childbirth

Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be treated the same as disabilities caused or contributed to by other medical conditions. The committee shall review the request to determine eligibility of the employee. After complete review of the application, the committee shall have the authority to make a final decision, within the guidelines, as the disposition of the case. (If this committee deems necessary, it shall require proof of illness at the time of application and from time to time after the grant has been made.)

### Application for Grant

Application to draw sick leave days from the bank shall be submitted to the sick leave bank committee. In order for an employee to be eligible to apply to sick leave benefits from the sick leave bank, the employee must first:

1. Be a contributor to the bank prior to September 15 of the contracted year or two weeks after active employment. An employee upon learning of a catastrophic illness or life-threatening incident as outlined in the PURPOSE shall be ineligible to join the sick leave bank.
2. Have been absent from work more than ten continuous working days due to long illness or accident as described in the above PURPOSE.
3. Have used all his/her accumulated sick and personal leave days or used thirty of his/her total accumulated sick leave days. If an employee has less than ten days of sick leave to use before starting to draw from the sick leave bank, his/her salary will be reduced in full for the number of days up to ten.
4. Provide verification of need for extended leave from a qualified professional. A second verification may be requested at the discretion of the sick leave bank.
5. Complete a sick leave bank request form available at any school office.

The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident. Bank's 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 the employee does not use all the days granted by the committee, the unused sick leave days will be returned to the bank. In no case shall an employee be granted more than a total of ninety (90) days per fiscal year from the sick leave bank for all illnesses or disabilities.

Employee may draw no more than a maximum of three (3) times from the sick leave bank during their employment in the Joint School District No. 3. Under extenuating circumstances

additional grants may be authorized at the discretion of the sick leave bank committee.

The sick leave bank chairman shall report all days granted by the committee and other information necessary for the employee's official records to the District Office. The District Office shall maintain records of contributors, number of days contributed, number of days used from the sick leave bank, and the total number of days in the bank.

The usage of sick leave bank days will be reviewed annually to determine the effect of number three above.

Listed below are three examples to help clarify the Sick Leave Bank:

- A. Employee has eighteen (18) days of personal sick leave
  - 1. All eighteen (18) days are used
  - 2. Sick leave bank is drawn upon
  - 3. No deduction in salary occurs
  
- B. Employee has sixty-five (65) days of personal sick leave
  - 1. Thirty (30) of the sixty-five (65) days of personal sick leave are used (thirty-five (35) remain)
  - 2. Sick leave bank is drawn upon
  - 3. No deduction in salary occurs
  
- C. Employee has seven (7) days of personal sick leave\*\*
  - 1. All seven (7) days are used
  - 2. Three (3) full days of salary are deducted
  - 3. Sick leave bank is drawn upon

\*\*Accumulated personal days and one day of paying the substitute can be included in this time.

## **ARTICLE V GRIEVANCE PROCEDURE**

### A. Definitions:

Grievant: A Grievant shall be an employee or group of employees of Joint School District No. 3 filing a grievance.

Grievance: A Grievance shall be an alleged violation, misapplication or misinterpretation of the master contract or board policy.

Party in Interest: A Party in Interest is the person or persons making the claim and any person who might be required to take action against or against whom action might be taken in order to resolve the claim.

Day: A Day means a calendar work day, except as otherwise indicated.

B. Purpose:

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Rights:

Nothing herein contained will be construed as limiting the right of any professional employee having a grievance to discuss the matter informally with any appropriate member of the administration.

D. Procedure:

The parties in interest acknowledge that it is usually the most desirable procedure for an employee and his/her principal to resolve problems through free and informal communications. However, if within 30 days following knowledge of the act or condition which is the basis of the complaint, no action has been taken to correct the informal grievance, the formal grievance procedures shall be initiated by either party.

Following the filing of a formal grievance, the grievant may be accompanied by a representative of the Kuna Education Association at any step of the grievance procedure.

Step 1: If an aggrieved employee is not satisfied with the disposition of his/her problem through the informal procedure, he/she may submit the claim as a formal written grievance to his/her principal. The principal or grievant may call a meeting to discuss the formal grievance. The principal shall provide the aggrieved party a written answer to the grievance, rendering his/her decision and its rationale, within five (5) days of receipt of the formal grievance.

Step 2: If the grievant is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within five (5) days after presentation of the grievance, a copy of the grievance may be referred to the Superintendent. The Superintendent shall arrange for a hearing with the principal, grievant, and KEA representative to take place within five (5) days of his/her receipt of appeal. The parties in interest shall have the right to include in the representation such witnesses as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent will have five (5) days to provide his/her written decision--together with the reasons for the decision--to the principal and grievant.

Step 3: If the aggrieved person is not satisfied with the disposition of his/her grievance at Step 2, or if no decision has been rendered within five (5) days of receipt of the formal written grievance and/or hearing, he/she may submit the formal grievance to the chairman of the Board of Trustees.

The Board of Trustees or its legal representative will confer with the parties of interest and may hold hearings and will issue their findings together with their final decision and its rationale.

During the hearings, the grievant shall have the right to include in their representation of the facts, representatives from the KEA, IEA or other representation which will help in the development of facts pertinent to the grievance.

If the aggrieved person is not satisfied with the disposition of his/her grievance at Step 3 the Board's decision may be appealed through the courts in accordance with state law.

**ARTICLE VI  
MASTER CONTRACT**

A. Master Contract

The Master Contract will be printed by the Kuna Education Association and posted on the Kuna School District Web Site.

B. Savings Clause

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. If such provisions exist which are contrary to law, at the request of either party, negotiations shall immediately commence and agreement shall be reached in order to alter said section(s) according to the intent of the parties.

C. Changes in Agreement

D. Automatic Extension--OMITTED

During its term this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

E. Duration

The provisions of this Agreement will be effective as of July 1, 2012 and will continue and remain in full force and effect until June 30, 2013.

F. Agreement

This Agreement is signed this 6<sup>th</sup> day of June 2012 and shall be binding upon the parties.

IN WITNESS THEREOF:

For the Association

\_\_\_\_\_/s/  
Spokesperson for the Association

For the Board

\_\_\_\_\_/s/  
Spokesperson for the Board



**PROCEDURAL AGREEMENT**

Negotiation agreement between the Board of Trustees, Kuna Jt. School District No. 3, and the local education organization duly chosen and selected by a majority of the certificated professional employees as their representative organization for negotiations.

This agreement, entered into this 6<sup>th</sup> day of June, 2012 is by and between the Board of Trustees of Kuna Jt. School district No. 3, Ada/Canyon Counties, Kuna, Idaho, hereinafter called the "Board" and the Kuna Education Association hereinafter called the "Association."

This procedural agreement shall be binding hereafter unless either party hereto shall give written notice to the other of their desire to have the same modified, amended or terminated and such notice will be given at least forty-five (45) days prior to the 1<sup>st</sup> of February.

**KUNA JT. SCHOOL DISTRICT NO. 3**

\_\_\_\_\_  
Clerk, Board of Trustees

\_\_\_\_\_  
Chairman, Board of Trustees

**AND  
KUNA EDUCATION ASSOCIATION**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Representative Association

**SECTION I  
PREAMBLE**

The Board and the Association recognizes that the paramount objective of the Kuna Jt. School District No. 3 is to provide a high quality education for the children of Kuna. The Board and the Association believe that the best interests of public education will be served by a spirit of cooperation between the Board and the teachers through free and open exchange of views in determining and resolving matters specified in this procedural agreement. In doing that, it is understood that:

- 1) The Board is elected by the qualified electors of the Kuna Jt. School District No. 3 as the governing body and, as such, possesses all powers delegated to a Board of Trustees or to a school district by the Constitution and laws of the State of Idaho, together with the duties imposed thereby.
- 2) The Superintendent is the chief executive officer of the School District, and as such, administers the affairs and programs of the School district as provided by law and Board Policy.

While providing education of the highest possible quality for the pupils of the School District is a shared responsibility, it is recognized that the teachers have a significant role as a result of direct contact with pupils. Therefore, the high morale of the teaching staff, which depends on the willing services of well-qualified teachers who are satisfied with the conditions provided by the Board, is a necessity for the best education of the children.

Attainment of the objectives of the educational program conducted in the Kuna Public Schools requires mutual understanding and cooperation between the Board and the Association. To this end, participation in Board meetings, problem-solving sessions with the Superintendent, problem solving sessions with the Board, and negotiations in good faith between the Board and the Association with a free and open exchange of views is desirable.

## **SECTION II RECOGNITION**

Within 10 days of the start of negotiations, the Kuna Education Association shall certify by petition or present the results of an election to the Board that it is the organization selected by a majority of the certificated professional employees of Kuna Jt. School District No. 3 to conduct negotiations as specified in this Agreement.

Annually, the board shall recognize the duly selected local education organization as the exclusive negotiating organization for all certificated professional employees.

## **SECTION III**

- A. The term "Negotiations" as used in the Agreement means meeting and conferring in good faith by representatives of the Board or its designated representative(s) and the Association, for the purpose of reaching an agreement, upon matters and condition subject to negotiations as specified in this Procedural Agreement between said parties. (*Idaho Code 33-1272*)
- B. This Procedural Agreement shall be a part of the contract of each certificated professional employee.
- C. The Board recognizes that in pursuit of the profession of teaching, teachers have a right to join or refrain from joining any teachers' organizations for their professional and economic improvement, and that as a matter of individual choice teachers are free to join or refrain from joining such organizations.
- D. In the event that any provision of this Agreement is or shall be at any time contrary to law as determined by a court of competent jurisdiction, all other provisions of this agreement shall continue in effect, and the parties to this procedural agreement shall meet within thirty (30) days to negotiate a substitute provision.

## **SECTION IV**

## **PROCEDURE FOR NEGOTIATIONS**

- A. Negotiations will be conducted at times and places mutually agreeable to negotiators named by each party provided, however, that the first meeting shall be held within twenty (20) calendar days of such written request. Agendas will be mutually agreed upon.
- B. Negotiation ground rules will be reviewed and approved annually.
- C. All items agreed upon by the negotiation team are tentative until ratified by the Association and Board.
- D. Both parties agree that the Association and the Board shall have no fewer than three (3) representatives on each negotiating team and no more than two (2) board members shall represent the Board.
- E. The Board agrees not to issue individual teacher contracts until negotiations have been completed with exception of new positions and vacancies.

## **SECTION V MEDIATION**

- A. Pursuant to *Idaho Code* 33-1274, if the foregoing procedures fully implemented in good faith have not produced agreement between the Board or its designated representatives and the Association of matters under consideration, an impasse may be declared to exist and the procedures of this section shall be implemented.
- B. In the event that an impasse has been declared, both parties must agree to the procedures for the appointment of a mediator within five (5) days, or a mediator shall be requested from the Federal Mediation and Conciliation Service.

## **SECTION VI FACT- FINDING**

- A. If the mediator is unable to effect agreement between the parties with in ten (10) days after his appointment, pursuant to *Idaho Code* 33-1275 either party may call for fact-finding. The Board and the Association shall appoint a fact-finder by mutual agreement. If such agreement cannot be reached within ten (10) days of the request the State Superintendent of Public Instruction shall make such appointment.
- B. The fact-finder shall meet with both parties and other persons he deems necessary, and shall issue his findings in writing within fifteen (15) days of his being named, setting forth fact and recommendation on the issues submitted.
- C. The costs and expenses of the mediator and the fact-finder shall be shared equally the District And the Association.