

KUNA EDUCATION ASSOCIATION

**MASTER
CONTRACT**

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

2016-2017 SCHOOL YEAR

ARTICLE I - EMPLOYEE HOURS AND CALENDAR

- A. The daily hours of work for employees are expected to be eight hours and shall include a minimum of sixty (60) minutes duty-free, daily preparation time and a minimum of thirty (30) minutes continuous, duty-free lunch period. If a teacher is asked to substitute during his/her preparation period, the teacher will receive prorated substitute pay. It is expected that teachers and administrators work together to provide reasonable flexibility to the daily hours to accommodate staff needs.
- B. The District agrees to allow employees of the Kuna School District, once a month, to hold a KEA meeting on the school premises during the last thirty (30) minutes of the employee's regular duty day.
- C. The school year for employees shall be 190 days with pay including:
- 172 Student Contact Days
 - 5 Compressed Days (12 minutes added to student contact days)
 - 6 Scheduled Professional Development/Work Days
 - Employee is responsible to make-up the information if professional development day is missed
 - 1 Comp. Day (Nov. 23) - Exchange for Parent/Teacher Conference
 - 6 Holidays
- D. The School Board agrees that employees shall have input into the construction of the school calendar. A committee composed of the Superintendent or designee, the building principals, and KEA representatives shall implement this. The Superintendent shall chair this committee. The building principals and representatives shall be responsible for compiling data relative to the opinions of the employees concerning the calendar. The calendar constructed by the committee shall then be presented to the Board for adoption.

ARTICLE II - TEACHING CONDITIONS

A. Contract Categories

- a. Category 1 – hired after August 1st (hired is defined as being approved by Board of Trustees and having submitted all credentialing documents)
- b. Category 2 – hired before August 1st or in second year of employment (hired is defined as being approved by Board of Trustees and having submitted all credentialing documents)
- c. Category 3 – in third year of employment
- d. Continuing Contract Status – in fourth year or more of employment

Note: a year is defined as having worked a .50 FTE or greater in a full contract year

B. Professional Assistance

a. Program Purpose:

The purpose of the Certificated Personnel Support Program is “to provide support for teachers in their first two years in the profession in the areas of administrative and supervisory support, mentoring, peer assistance and professional development” (Idaho Code, Section 33-512).

b. Eligibility:

The Human Resource Manager will review personnel records for names of certificated instructional employees who are in their first two years in the profession and have current, signed Category 1-3

contracts as defined by Idaho Code, Section 33-514 for the upcoming school year to determine eligibility for the support program.

Note: Teachers are eligible to participate in the support program. The employee should make a request for assistance to his/her KEA representative who will contact the Human Resource Manager with the request.

c. Plan Components:

i. Administrative/Supervisory Support:

All new employees to the school district will meet with their principal/supervisor at the beginning of the school year. During this meeting the principal/supervisor will explain verbally and in writing the professional evaluation process. Principals/supervisors are encouraged to invite mentors to attend these meetings so they can better support their protégés.

Administrators will remind employees that data from mentors will not be used in the evaluation process.

ii. Mentoring Support:

- The principal/supervisor will select mentors annually for certificated employees new to the profession and/or employees who have had a change of placement. The following considerations should be reviewed when pairing mentors with protégés:
 - Consider teaching styles and personality styles
 - Consider years of experience in grade level or content area and total years of experience
 - Consider the person's willingness to collaborate and share resources
 - Consider successful completion of some sort of collaboration training such as peer coaching or teacher leadership
 - Ask for volunteers and have them complete the "Should I Become a Mentor?" checklist before committing to the position for the year
 - Assign no more than two people to a mentor
- The mentors will serve for up to one year and will be compensated with a stipend for their efforts.
- The mentors will participate in an orientation/training at the beginning of the school year and will receive support throughout the year. Specific and relevant school district policies and procedures will be explained at this orientation.
- Prior to the beginning of the school year, Instructional Coaches will provide mentors with the opportunity to enroll in a "mentoring" class.
- Certificated employees new to the profession will be oriented to the role of the mentor. The orientation will specifically address the non-evaluation, non-supervision role of mentors. The principal/supervisor will provide time and assistance in facilitating novice-mentor activities. At the end of the first thirty (30) days, protégés will be asked to complete a survey to evaluate the level of support they have received. If the protégé's needs are not being met, the principal will reevaluate the placement and arrange for a new mentor. Additionally, at the end of each school year, participants will be provided opportunity to give written evaluative feedback pertaining to the support they received from their mentors.

The mentor will work to support professional growth in the following areas:

- Setting up a classroom for the first time.
- Learning school routines and procedures.
- Designing lesson plans.
- Developing classroom management skills.
- Motivating students and engaging them in class activities.
- Understanding new state and district standards and assessments.
- Understanding procedures and policies related to curriculum adoption.
- Learning to communicate with and involve parents.
- Developing organization and time management skills.
- Identifying opportunities for professional development.
- Discussing and clarifying the master contract and/or the evaluation process.

iii. Instructional Coaching Support:

The responsibility of the Instructional Coach is to help guide teachers through a continuous cycle of instruction, professional self-reflection, and goal setting. The Instructional Coach's primary responsibility is to coach and support the teachers' professional growth along with providing them a model of his/her own professional development. The principal may ask the teacher to involve the Instructional Coach in the development of a plan of action to address concerns documented in an administrative observation and/or evaluation.

The following components constitute the basic framework of support.

1. Informal Conferencing
Through informal conferencing, the teacher and Instructional Coach have the opportunity to discuss lesson preparation, student behavior management, parent communication, portfolio development, etc. Conferences are essential in maintaining timely support and encouragement.
2. Coaching Cycles
The Instructional Coach will work closely with the teacher to schedule coaching cycles that include a planning, observation, and reflective conference. This process is confidential and non-evaluative.
3. Demonstration Lessons
When appropriate, the Instructional Coach will demonstrate effective instructional practices and/or arrange for the teacher to visit other classrooms.
4. Peer Observations
Observing teachers in their classrooms will give an observer techniques that he/she may never have thought of on his/her own. When a teacher observes a class, he/she has the time to consider how the content is being presented, what the students are doing, and how he/she might present the same material. Also, watching someone use an unfamiliar technique allows a teacher to assess its effectiveness and determine how to apply it in his/her own teaching. After watching a teacher work with students, an observer has the opportunity to discuss what was observed, questions, and reflections.

With all these benefits in mind, teachers are encouraged to use professional leave to observe master teachers as they work with students in their classroom. New teachers to the profession especially benefit and are encouraged to conduct at least one

observation of another teacher in the first semester. Instructional Coaches will provide teachers with a recommended list of classrooms to visit.

5. Curriculum Resources and Mapping

As requested, the Instructional Coach will respond to questions regarding curriculum and assessment. If the Instructional Coach does not have expertise in the curriculum area where the teacher needs assistance, the Instructional Coach will make every effort to find the appropriate professional to help the teacher address concerns.

6. Professional Development Plan

The Instructional Coach will orient teachers to the KSD course offerings and registration process as well as assist teachers in developing a professional development plan.

iv. School Leadership Teams:

Each school in the KSD has a School Leadership Team (SLT) whose primary focus is on improving student achievement and the school-based organizational structures responsible for supporting student achievement. Each SLT is comprised of grade level and/or department level representatives who are responsible to communicate with grade level teams as outlined in the School Leadership Team Member Job Description. Selection of School Leadership Team members will be made by method agreed upon at each building. Team members will serve for a minimum of one school year, and a term limit maximum of three years. Effective July 1, 2014 SLT members who have served three years or longer will be considered to have expired terms. The term limit may be extended if other candidates are not available to fulfill the position. Annually, as funds are available, each school will have an equitable amount to pay SLT members. Different schools may have different SLT configurations, and each school will receive an equitable amount of funding, based on the number of student and staff at their individual school.

C. Supervision/Evaluation Procedures

The primary purpose of the supervision and evaluation process is to support professional growth in order to provide the highest quality instruction for the students of our community. A purposeful evaluation system measures teaching outcomes, not simply teaching behavior. Evaluations that are well designed and integrated with curriculum and professional standards can accomplish more than assuring basic competence. They can help states and districts measure the effectiveness of teachers at various points in their careers, identify highly skilled teachers, offer specific recommendations to improve teaching, inform professional development, and demonstrate accountability for student achievement. State policymakers should treat teacher evaluations as an integrated component of a comprehensive strategy to improve overall teaching quality.

a. Evaluation:

The Kuna School District's Supervision and Evaluation Process is based on Charlotte Danielson's professional practice framework, components and rubrics as outlined in *Enhancing Professional Practice: A Framework for Teaching*.

i. Notification of Employees

- Within twenty (20) contract days of the first day of the beginning of each school term, the building level administrator shall meet individually, or in a group, and inform each certificated employee under his/her supervision who will be observing and/or evaluating his/her performance.
- Each building level administrator is charged with explaining the District's evaluation procedure to his/her building's certificated staff.

ii. Evaluation Process and Contents

The evaluation of each certificated employee will be in writing, based on multiple measures including observations of the employee's performance, student achievement and other relevant factors, and will reflect whether or not the employee is performing satisfactorily. Upon completion of each section of the evaluation, the employee's performance will be discussed with the employee and a signed copy of the complete written evaluation will be placed in the employee's personnel file. After reviewing the evaluation, the employee may file a rebuttal statement to the evaluation.

- iii. A minimum of one evaluation, containing two parts, must be performed annually in each year that an employee is contracted to work and will include the following:

Part I – Professional Practice Domains, 67% of Total Evaluation (refer to Appendix A)

The measures included within the Professional Practice portion of the evaluation will include a minimum of two (2) documented observations annually, with at least one (1) observation being completed by January 1 of each year.

Domain Requirements for Years of Experience:

- a. Educators in their first year to the profession will choose, with their Administrator, 10 components from the four domains, which they will be primarily responsible for and focus on during the year. Administrator completes formal observation process.
- b. Educators in their second year to the profession will choose, with their Administrator, six (6) additional components (16 total). Administrator completes formal observation process.
- c. Educators with three or more years of experience are responsible for all components in the professional practice domains. Administrator completes formal observation process of educators in their third year.
- d. Educators entering the Kuna School District with three (3) years or more of experience in another district will be required to work with their Administrator to determine the appropriate number of components in which to focus.

Written Documentation:

- a. Part I of the evaluation is documented using the District Evaluation Form which is based on the work of Charlotte Danielson.
- b. Part I and II of the written evaluation will be turned in to the District Office by the end of the school year to be stored in each employee's secure file.

Part II—Student Achievement Plan, 33% of Total Evaluation (refer to Appendix B)

1. Must be completed before the end of the school year of each year.
2. Focuses on objective measures of growth in student achievement.
3. Is documented using the Student Achievement Plan template.
4. Must be presented to supervisor within 30 days of the beginning of the school year each year.

Part I: Professional Practice Domains

Part I of the evaluation is reflected in a written document supported by a rubric. The information reflected in the evaluation is based on informal/formal observations and other appropriate forms of documentation.

Observation:

Observation is a means of analyzing classroom practice, teacher and student behavior, impact/effectiveness of lessons and a host of other interactions that occur within the classroom. Observation is important in several ways, including the following:

1. Means of attending to the need teachers have for assistance in understanding their classroom behaviors, classroom dynamics and teaching techniques;
2. Way of engaging teachers and administrators in dialogue about effective practice;
3. Tool of linking staff improvement efforts with staff needs;
4. Mechanism for assessing areas requiring improvement;
5. Vehicle for fostering understanding about unique issues teachers face, as well as, for expressing appreciation for the work they do;
6. Tool for evaluating teacher performance.

Informal observations are intended to provide more frequent information on a wider variety of contributions made by the employee and may include classroom visits, observations of instruction, and observations in non-classroom settings.

Formal observations focus directly on the professional practice domains.

Administrators will complete the formal observation process with educators in their first three years to the profession and with others educators as requested or as concerns warrant a formal observation process. The formal observation process is outlined as follows:

1. Pre-Formal Observation Conference

A pre-formal observation conference will be held between the appropriate administrator and the employee prior to the formal observation so that the administrator may be apprised of the components the teacher would like the administrator to focus on during the evaluation. The administrator may comment on other components as well.

2. Teacher Observation

Teacher observation is a means of analyzing classroom practice, teacher and student behavior, impact/effectiveness of lessons and a host of other interactions that occur within the classroom. Observation is important in several ways. It is a:

- a. Means of attending to the need teachers have for assistance in understanding their classroom behaviors, classroom dynamics and teaching techniques;
- b. Way of engaging teachers and administrators in dialogue about effective practice;
- c. Tool of linking staff improvement efforts with staff needs;
- d. Mechanism for assessing areas requiring improvement;

- e. Vehicle for fostering understanding about unique issues teachers face, as well as, for expressing appreciation for the work they do;
- f. Tool for evaluating teacher performance

3. Post-Formal Observation Conference

A post-formal observation conference shall be held as soon as possible, but no later than ten (10) contract days after the formal observation.

4. Conference Summary

A copy of each formal observation summary shall be given to the teacher by the administrator within ten (10) contract days following the post-formal observation conference. A copy signed by both parties shall be given to the teacher. The teacher's signature does not necessarily indicate agreement with the summary but, rather, awareness of the content.

Part II: Student Achievement Plan: Objective Measures of Student Growth

Part II of the evaluation will be based around objective measures of student growth. The section of the evaluation will require the employee to work with their team and administrator to develop a written student achievement plan. A template will be provided to guide the plan. The plan's components will include the following:

1. Setting – a description of the population and special learning circumstances.
2. Content Area – the area/topic to be addressed
3. Student Achievement Baseline Data from the Beginning of Year, Unit or Lesson
4. Team Goal – describes the team's desired results for student learning; should be specific, measurable, results based, attainable, and time-bound
5. Actions Steps to Accomplish Goal – activities to accomplish your goal.
6. End of Year Student Achievement Results
7. Reflection – What did you learn? Where are you going next?

COMMUNICATION OF RESULTS: Annual Written Evaluation

The complete written evaluation will include Part I and II of the evaluation requirements and will be submitted to the District Office by the end of the school year to be stored in each employee's secure file.

- A copy of each written evaluation will be submitted to the certified employee within five (5) school days following the formal evaluation meeting between the employee and evaluator.
- Certificated personnel evaluations will be considered permanent records and will be maintained in each employee's personnel file. All evaluation records will be kept confidential as required by state and federal law.

The teacher may put objections in writing and have them attached to the annual written evaluation to be placed in his/ her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

D. Due Process

All certificated employees, have due process rights within the period specified in the contract. Due process for each contract category is as follows:

| <u>Category 1</u> | <u>Category 2</u> | <u>Category 3</u> | <u>Continuing Contract Status</u> |
|--|--|--|--|
| Administrator to provide observation feedback to teacher | Administrator to provide observation feedback to teacher | Administrator to provide observation feedback to teacher | Administrator to provide observation feedback to teacher |
| | Letter of Concern | Letter of Concern | Letter of Concern |
| | | Probation | Probation |

a. Letter of Concern:

When an administrator has specific concerns about an employee's performance, a letter of concern shall be given to the employee. This letter shall contain the following:

- i. Date
- ii. Documentation of prior meetings and/or discussions illustrating the specifics of the concern, including the following:
 1. At least one (1) written formal observation
 2. A minimum of four (4) documented observations (formal or informal)
 3. Written documentation of other pertinent meetings involving administrators and/or parents
 4. List of components in the professional practice domains needing improvement
- iii. Outline of available support (as defined in the Master Contract) which may include the following:
 1. Mentor
 2. Instructional Coaches
- iv. 30 contract days to improve in the areas of concern documented
- v. Possible outcomes:
 1. Continue to participate in the formal observation process
 2. If making progress in the areas identified, additional 30 contract days to improve in the areas of concern
 3. Placement on probation, for Category 3 or Continuing Contract Status only, if not showing improvement.

b. Probation:

Placement on probation is viewed as one part of the evaluation process intended to improve individual performance of a single certificated employee and the overall excellence of the education program. A pattern of unsatisfactory performance and/or a material violation of District Policy, rules or regulations or those of the State Board of Education shall be the reason(s) for placing a certificated employee on probation.

Process:

- i. Administration notifies the certificated employee in writing of the probation process.
- ii. Recommendation to place a certificated employee on probation shall be made in writing to the Superintendent and/or his/her designee who may determine to submit the recommendation to the Board.
- iii. The potential probationer may request a meeting with the Superintendent and/or his/her designee prior to the submission of the recommendation of probation to the Board. The meeting will deal with the necessity for probation. Upon reviewing and acting upon the recommendation for probation, the Board shall do the following:
 1. Send a written notice to the certificated employee that he/she is being placed on probation pursuant to the recommendation of the Superintendent and/or his/her designee.

2. Include in the letter both the reasons for probation and provisions for adequate supervision and evaluation of the employee's performance during the probationary period.
 3. State the duration of the probation period, beginning and end dates, which shall be a reasonable amount of time (no less than 8 weeks), and the possible end result: continued probation, removal from probation, or non-renewal of contract.
 4. Identify the supervisor/evaluator(s) selected for the probationary cycle.
- iv. The supervisor/evaluator(s) selected for the probationary cycle and the teacher shall work together to clarify the improvement objectives, available resources for assistance, and observation timelines. An association representative may be involved. Attainable and reasonable objectives to be performed by a certificated employee will describe the specific criteria for completing the behavior or task. Successful completion of probation which will be defined as acceptable performance will depend upon carefully articulated goals established by the supervisor/evaluator(s) and an earnest effort in assuming responsibility for meeting those goals by the certificated employee.
 - v. Each formal observation and evaluation conducted during probation shall require a pre-observation conference, an observation, post-observation conference, and a conference summary. A supervisor/evaluator(s) may make a reasonable number of informal observations during probation. The employee may put objections in writing and have them attached to all observation report(s) to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.
 - vi. At the end of the probation, the supervisor/evaluator(s) shall recommend to the Board of Trustees one of the following actions:
 1. Discontinue probation
 2. Continue probation
 3. Non-renew contract
 - vii. At the end of the probationary period, documentation will be provided to the certificated employee, Superintendent, School Board, and a copy placed in the certificated employees personnel file.

c. Appeal

Evaluation and probation may be grieved regarding the process used. Evaluations shall align with the standards required in the Code of Ethics of the Idaho Teaching Profession.

d. Observer

A certificated employee shall have the right to an observer of his/her choice during all levels of the Supervision/Evaluation Process, and shall be responsible to schedule the observer to be present at the appropriate times (and pay costs, if necessary).

E. Files

Each employee has the right to inspect any files kept concerning his/her performance. The Human Resources Manager keeps and maintains the personnel files. If an employee wishes to see their personnel file, they should make a request through the Human Resources Director.

Employees shall be notified any time a new document is added to their file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy filed. Such signature does not necessarily indicate agreement with the content of such material. The employee shall have the right to answer any material originating with the School District that is derogatory to an employee's conduct, service, character or personality, or his/her answer shall be reviewed and filed by the administration. These answers shall be placed in the file.

F. Recommended Class Size

Recommended Class Size by Grade Level:

| | | |
|--------------|---|----------------------------------|
| K | - | 20 students |
| 1 | - | 23 students |
| 2 | - | 25 students |
| 3 | - | 26 students |
| 4 | - | 28 students |
| 5/6 | - | 32 students |
| 7-12 | - | 160 students per teacher |
| Alternative: | | Average of 18 students per class |

Other Recommendations:

- a. The building administration will make special consideration for classrooms that contain two or more grade levels.
- b. Any classroom that has students over the recommended class size may need additional assistance.
- c. The district administration, building administration, and grade level teams will make every effort possible to equalize all classes of the same grade level.

G. Parent/Patron Complaint Process

All parental concerns should be resolved in an expedient and fair manner. When appropriate, any concern should be directed through the student's teacher first before an administrator intervenes.

ARTICLE III - 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 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

Childbearing, adopting or bonding with a child - Sick leave may be used for parental leave.

C. Association Leave

In addition to the leave granted by Idaho Code, the District shall grant ten (10) 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 cost of 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:

- a. pursuit of a graduate degree program
- b. a professional fellowship
- c. accept a scholarship offering
- d. professional development employment opportunities that are mutually beneficial to the employee and the District
- e. to serve in a county, state, or national office
- f. 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. Sick Leave

- a. At the beginning of each school year, each employee shall be credited with ten (10) days of sick leave allowance.
- b. The unused portion of such allowance shall accumulate to a maximum of 190 days.
- c. Employees employed on a part-time basis or for part of a school year shall receive a prorated portion of the annual sick leave.
- d. 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.
- e. 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).
- f. Sick leave days may be taken as full or half days at the discretion of the employee.

G. Sick Leave Bank Membership

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.

- a. 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 new 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.

- b. 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.
- c. **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.
- d. It is the responsibility of the Sick Leave Bank Committee to maintain solvency. A minimum of 1.5 days per Sick Leave Bank member will be considered solvent. Future annual contributions to the sick leave bank shall be determined by the sick leave bank committee. 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.
- e. **Committee**
The sick leave bank committee shall consist of two (2) Kuna Education Association members and two (2) District Board members or administrators. KEA members of the sick leave bank committee shall be appointed by the Kuna Education Association. The committee shall elect a chairperson. The chairpersonship shall rotate each successive year between a board member/administrator and a member of KEA. An annual meeting of the committee shall be held in September of each year. A new chairperson shall be elected and a report on the status of the committee given.

Decisions of the Sick Leave Bank are final per each request.

- f. **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.)
- g. **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:
 - i. 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.
 - ii. Have been absent from work more than ten continuous working days due to long illness or accident as described in the above PURPOSE.
 - iii. 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.
 - iv. 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.
 - v. Complete a sick leave bank request form available at any school office or online at the HR website.

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:

- i. 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
- ii. 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
- iii. 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.

H. Professional Leave

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

I. 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.

J. Family Medical Leave – see Board Policy #407

K. Jury Duty – See Board Policy #408

L. 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.

M. Military Leave – See Board Policy #409

ARTICLE IV - FRINGE BENEFITS

A. Fringe Benefit Pool

- a. The District shall establish a fringe benefit pool for all certified employees.
- b. The District shall provide, at no cost to the employee, the following:
 - i. Employee hospital, surgical, and major medical insurance under the Blue Shield PPO Plan or an HSA (with a \$135.00 . monthly contribution) for employee health coverage for all eligible employees.
 - ii. A \$40,000 group life policy.
 - iii. Employee vision insurance.
 - iv. Employee dental insurance through Delta Dental or Willamette.
- c. Each employee shall allocate the sum contributed to his/her credit among the various fringe benefits offered. The optional benefits offered shall be:
 - i. Member plus one health
 - ii. Member plus one dental
 - iii. Member plus one vision
 - iv. Family health
 - v. Family dental
 - vi. Family vision
 - vii. Individual term life (Section 79)
 - viii. Dependent care
 - ix. Extraordinary health care
- d. No individual changes in allocation of benefits or salary reduction authorization may be made after October 15th, with the exception of KEA dues. The district agrees to allow reductions for KEA dues at any time during the year.
- e. Coverage of the fringe benefits shall begin on the effective date of this contract and be continuous twelve (12) month coverage.
- f. Carriers and plans shall be mutually determined by the District and the Association.
- g. 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.
- h. 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.
- i. 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 V - SALARY

A. Salary Schedule and Per Diem

| Hybrid 2% 16-17 | | | |
|---------------------------------|-----------|--------|-----------|
| Kuna Joint School District No.3 | | | |
| Year | Education | | State |
| | BA | BA +12 | Placement |
| 0 | 33,400 | 33,400 | RS1 |
| 1 | 34,250 | 34,250 | RS2 |
| 2 | 35,117 | 35,117 | RS3 |
| 3 | 35,117 | 35,117 | |
| 4 | 35,117 | 35,117 | |
| 5 | 35,117 | 35,117 | |
| 6 | 35,117 | 35,117 | |
| 7 | 35,117 | 36,384 | |
| 8 | 36,385 | 37,751 | |
| 9 | 37,751 | 39,167 | P1 |
| 10 | 39,167 | 40,636 | P2 |
| 11 | 40,636 | 42,159 | P3 |
| 12 | 40,636 | 43,741 | |
| 13 | 40,636 | 43,741 | |
| 14 | 40,636 | 43,741 | |
| 15 or more | 40,636 | 43,741 | |

| Hybrid 2% 16-17 | | | | | |
|---------------------------------|-----------|--------|--------|--------|-----------|
| Kuna Joint School District No.3 | | | | | |
| Year | Education | | | | State |
| | BA +24 | BA +36 | BA +48 | BA +60 | Placement |
| 0 | 33,400 | 33,400 | 33,400 | 33,400 | RS1 |
| 1 | 34,250 | 34,250 | 34,250 | 35,072 | RS2 |
| 2 | 35,117 | 35,117 | 35,117 | 35,117 | RS3 |
| 3 | 35,917 | 35,917 | 35,917 | 36,384 | |
| 4 | 35,917 | 35,917 | 36,384 | 37,751 | |
| 5 | 35,917 | 36,384 | 37,751 | 39,167 | P1 |
| 6 | 36,384 | 37,751 | 39,167 | 40,636 | P2 |
| 7 | 37,751 | 39,167 | 40,636 | 42,159 | P3 |
| 8 | 39,167 | 40,636 | 42,159 | 43,741 | P4 |
| 9 | 40,636 | 42,159 | 43,741 | 45,381 | P5 |
| 10 | 42,159 | 43,741 | 45,381 | 47,082 | P6 |
| 11 | 43,741 | 45,381 | 47,082 | 48,848 | P7 |
| 12 | 45,381 | 47,082 | 48,848 | 50,680 | P8 |
| 13 | 45,381 | 48,848 | 50,680 | 52,580 | P9 |
| 14 | 45,381 | 48,848 | 52,580 | 54,553 | |
| 15 or more | 45,381 | 48,848 | 52,580 | 54,553 | |

| Hybrid 2% 16-17 | | | | | |
|---------------------------------|-----------|--------|--------|-----------|-----------|
| Kuna Joint School District No.3 | | | | | |
| Year | Education | | | | State |
| | MA | MA +12 | MA +24 | MA +36/DR | Placement |
| 0 | 33,400 | 33,400 | 33,400 | 33,400 | RS1 |
| 1 | 34,250 | 34,250 | 35,072 | 36,385 | RS2 |
| 2 | 35,117 | 35,117 | 35,117 | 36,385 | RS3 |
| 3 | 36,517 | 36,517 | 36,384 | 37,751 | |
| 4 | 36,517 | 36,384 | 37,751 | 39,167 | P1 |
| 5 | 36,517 | 37,751 | 39,167 | 40,636 | P2 |
| 6 | 37,751 | 39,167 | 40,636 | 42,159 | P3 |
| 7 | 39,167 | 40,636 | 42,159 | 43,741 | P4 |
| 8 | 40,636 | 42,159 | 43,741 | 45,381 | P5 |
| 9 | 42,159 | 43,741 | 45,381 | 47,082 | P6 |
| 10 | 43,741 | 45,381 | 47,082 | 48,848 | P7 |
| 11 | 45,381 | 47,082 | 48,848 | 50,680 | P8 |
| 12 | 47,082 | 48,848 | 50,680 | 52,580 | P9 |
| 13 | 48,848 | 50,680 | 52,580 | 54,553 | P10 |
| 14 | 48,848 | 52,580 | 54,553 | 56,598 | P10 +1 |
| 15 or more | 48,848 | 52,580 | 54,553 | 58,720 | |

| Hybrid 2% 16-17 | | | |
|---------------------------------|-----------|--------|-----------|
| Kuna Joint School District No.3 | | | |
| Year | Education | | State |
| | BA | BA +12 | Placement |
| 0 | 175.79 | 175.79 | RS1 |
| 1 | 180.26 | 180.26 | RS2 |
| 2 | 184.83 | 184.83 | RS3 |
| 3 | 184.83 | 184.83 | |
| 4 | 184.83 | 184.83 | |
| 5 | 184.83 | 184.83 | |
| 6 | 184.83 | 184.83 | |
| 7 | 184.83 | 191.50 | |
| 8 | 191.50 | 198.69 | |
| 9 | 198.69 | 206.14 | P1 |
| 10 | 206.14 | 213.87 | P2 |
| 11 | 213.87 | 211.89 | P3 |
| 12 | 213.87 | 230.21 | |
| 13 | 213.87 | 230.21 | |
| 14 | 213.87 | 230.21 | |
| 15 or more | 213.87 | 230.21 | |

| Hybrid 2% 16-17 | | | | | |
|---------------------------------|-----------|--------|--------|--------|-----------|
| Kuna Joint School District No.3 | | | | | |
| Year | Education | | | | State |
| | BA +24 | BA +36 | BA +48 | BA +60 | Placement |
| 0 | 175.79 | 175.79 | 175.79 | 175.79 | RS1 |
| 1 | 180.26 | 180.26 | 180.26 | 184.59 | RS2 |
| 2 | 184.83 | 184.83 | 184.83 | 184.83 | RS3 |
| 3 | 189.04 | 189.04 | 189.04 | 191.50 | |
| 4 | 189.04 | 189.04 | 191.50 | 198.69 | |
| 5 | 189.04 | 191.50 | 198.69 | 206.14 | P1 |
| 6 | 191.50 | 198.69 | 206.14 | 213.87 | P2 |
| 7 | 198.69 | 206.14 | 213.87 | 221.89 | P3 |
| 8 | 206.14 | 213.87 | 221.89 | 230.21 | P4 |
| 9 | 213.87 | 221.89 | 230.21 | 238.85 | P5 |
| 10 | 221.89 | 230.21 | 238.85 | 247.80 | P6 |
| 11 | 230.21 | 238.85 | 247.80 | 257.09 | P7 |
| 12 | 238.85 | 247.80 | 257.09 | 266.74 | P8 |
| 13 | 238.85 | 257.09 | 266.74 | 276.74 | P9 |
| 14 | 238.85 | 257.09 | 276.74 | 287.12 | |
| 15 or more | 238.85 | 257.09 | 276.74 | 287.12 | |

| Hybrid 2% 16-17 | | | | | |
|---------------------------------|-----------|--------|--------|-----------|-----------|
| Kuna Joint School District No.3 | | | | | |
| Year | Education | | | | State |
| | MA | MA +12 | MA +24 | MA +36/DR | Placement |
| 0 | 175.79 | 175.79 | 175.79 | 175.79 | RS1 |
| 1 | 180.26 | 180.26 | 184.59 | 191.50 | RS2 |
| 2 | 184.83 | 184.83 | 184.83 | 191.50 | RS3 |
| 3 | 192.19 | 192.14 | 191.50 | 198.69 | |
| 4 | 192.19 | 191.50 | 198.69 | 206.14 | P1 |
| 5 | 192.19 | 198.69 | 206.14 | 213.87 | P2 |
| 6 | 198.69 | 206.14 | 213.87 | 221.89 | P3 |
| 7 | 206.14 | 213.87 | 221.89 | 230.21 | P4 |
| 8 | 213.87 | 221.89 | 230.21 | 238.85 | P5 |
| 9 | 221.89 | 230.21 | 238.85 | 247.80 | P6 |
| 10 | 230.21 | 238.85 | 247.80 | 257.09 | P7 |
| 11 | 238.85 | 247.80 | 257.09 | 266.74 | P8 |
| 12 | 247.80 | 257.09 | 266.74 | 276.74 | P9 |
| 13 | 257.09 | 266.74 | 276.74 | 287.12 | P10 |
| 14 | 257.09 | 276.74 | 287.12 | 297.88 | P10 +1 |
| 15 or more | 257.09 | 276.74 | 287.12 | 309.05 | |

- i. Teacher salaries for the 2016-2017 contract year are based on a 190 day calendar.
- ii. An incoming certified employee shall be placed on the salary schedule based on their current level of education and their current years of experience.

B. Extra Curricular Pay Schedule

Kuna High School

Tier 1

Football

| | |
|------------|----------|
| Head Coach | \$ 4,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |

Volleyball

| | |
|------------|----------|
| Head Coach | \$ 4,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |
| Assistant | NA |

Cheer Session - All Year

| | |
|------------|----------|
| Head Coach | \$ 4,500 |
| Assistant | \$ 2,500 |

Boy's Basketball

| | |
|------------|----------|
| Head Coach | \$ 4,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |
| Assistant | NA |

Girl's Basketball

| | |
|------------|----------|
| Head Coach | \$ 4,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |

Wrestling

| | |
|------------|----------|
| Head Coach | \$ 4,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |
| Assistant | \$ 2,500 |
| Assistant | NA |

Co-Curricular

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

Tier 2

Boy's Soccer

| | |
|------------|----------|
| Head Coach | \$ 3,500 |
| Assistant | \$ 2,000 |

Girl's Soccer

| | |
|------------|----------|
| Head Coach | \$ 3,500 |
| Assistant | \$ 2,000 |

Baseball

| | |
|------------|----------|
| Head Coach | \$ 3,500 |
| Assistant | \$ 2,000 |
| Assistant | \$ 2,000 |
| Assistant | NA |
| Assistant | NA |

Softball

| | |
|------------|----------|
| Head Coach | |
| Assistant | \$ 2,000 |
| Assistant | \$ 2,000 |
| Assistant | NA |

| | |
|---------------|----------|
| Tier 2 | |
| Drama | \$ 2,500 |
| Yearbook | \$ 2,500 |
| Debate | \$ 2,500 |

Tier 3

Cross Country

| | |
|------------|----------|
| Head Coach | \$ 2,800 |
| Assistant | \$ 1,200 |

Golf

| | |
|----------------|----------|
| Head Coach | \$ 2,800 |
| Assistant - .5 | \$ 600 |

Tennis

| | |
|------------|----------|
| Head Coach | \$ 2,800 |
| Assistant | \$ 1,200 |
| Assistant | NA |

Track

| | |
|------------|----------|
| Head Coach | \$ 2,800 |
| Assistant | \$ 1,200 |
| Assistant | \$ 1,200 |
| Assistant | \$ 1,200 |
| Assistant | \$ 1,200 |
| Assistant | NA |

| | |
|--------------------|----------|
| Tier 3 | |
| Academic Decathlon | \$ 1,500 |
| Color-Guard | \$ 1,500 |
| Dance | \$ 1,500 |
| Newspaper | \$ 1,500 |

Kuna Middle School

Tier 1

Football

| | |
|----------------|----------|
| 8th Head Coach | \$ 1,900 |
| 8th Assistant | \$ 1,400 |
| 8th Assistant | \$ 1,400 |
| 8th Assistant | \$ 1,400 |

Volleyball

| | |
|-------------|----------|
| 8th A Coach | \$ 1,900 |
| 8th B | \$ 1,400 |
| 8th C | \$ 900 |
| 7th A | \$ 1,700 |
| 7th B | \$ 1,400 |
| 7th C | \$ 900 |

Cross Country

| | |
|------------|----------|
| Head Coach | \$ 1,700 |
| Assistant | \$ 1,200 |

Cheer

| | |
|------------|----------|
| Head Coach | \$ 1,700 |
|------------|----------|

Boy's Basketball

| | |
|-------------|----------|
| 8th A Coach | \$ 1,900 |
| 8th B | \$ 1,400 |
| 8th C | \$ 900 |
| 7th A | \$ 1,700 |
| 7th B | \$ 1,400 |
| 7th C | \$ 900 |

Girl's Basketball

| | |
|-------------|----------|
| 8th A Coach | \$ 1,900 |
| 8th B | \$ 1,400 |
| 8th C | \$ 900 |
| 7th A | \$ 1,700 |
| 7th B | \$ 1,400 |
| 7th C | \$ 900 |

Wrestling

| | |
|----------------|----------|
| 8th Head Coach | \$ 1,900 |
| 8th Assistant | \$ 1,400 |
| 7th Head Coach | \$ 1,400 |
| 7th Assistant | \$ 1,400 |

Tier 2

Tennis

| | |
|---------|----------|
| A Coach | \$ 1,700 |
| B Coach | \$ 1,300 |

Track

| | |
|------------------|----------|
| Boys Head Coach | \$ 1,300 |
| Girls Head Coach | \$ 1,700 |
| Assistant Coach | \$ 1,300 |
| Assistant Coach | \$ 1,300 |

Co-Curricular

Band

| | |
|-----------|----------|
| Head Band | \$ 1,700 |
|-----------|----------|

Choir

| | |
|------------|----------|
| Head Choir | \$ 1,700 |
|------------|----------|

Orchestra

| | |
|----------------|----------|
| Head Orchestra | \$ 1,000 |
|----------------|----------|

Jr CAST

| | |
|--------------|----------|
| Head Jr Cast | \$ 1,000 |
|--------------|----------|

Honor Society

| | |
|---------|--------|
| Advisor | \$ 500 |
|---------|--------|

| | |
|---------------------|----------|
| Intramural Director | \$ 2,000 |
|---------------------|----------|

Kuna School District Tier 1 Criteria:

- * Number of Participants
- * Off Season Camp, league, weightroom
- * Vericle program

Number of participants/Events

Football: 100/9+
Boys Basketball: 40/20+
Girls Basketball: 40/20+
Wrestling: 40/14+
Volleyball: 40/14+
Cheerleading: 20/5+
Boys Soccer: 35/14+
Girls Soccer: 35/17+
Baseball: 35/16+
Softball: 40/16+
Track: 35/10
Tennis: 40/10
Golf: 20/10
Cross Country: 40/8+

Kuna School District Tier 1 Criteria (Co-Curricular)

- * Number of Events
- * Number of Participants

Number of Participants/Events
Debate: 47/9
Band: 100/10
Choir: 122/10
CAST: 30/25
Yearbook: 20
Drama: 30/5
Color Guard: 10/5
Newspaper: 20
Dance: 11/2

C. Traveling Staff

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 IRS standard mileage rate for business travel. 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.

The Kuna School District shall pay staff members for approved travel expenses at the same rate and under the same conditions as the Federal per diem rates.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Definitions:

- a. Grievant: A Grievant shall be an employee or group of employees of Joint School District No. 3 filing a grievance.
- b. Grievance: A Grievance shall be an alleged violation, misapplication or misinterpretation of the master contract or board policy.
- c. 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.
- d. 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 VII - MASTER CONTRACT

A. Master Contract Access

The Master Contract will be 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. Fall Review

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 a written and signed amendment to this Agreement. Both parties agree to meet prior to September 15th of 2016 to initiate the Fall Review.

D. Duration

The provisions of this Agreement will be effective as of July 1, 2016 and will continue and remain in full force and effect until June 30, 2017 .

E. Agreement

This Agreement is signed this 26th day of May 2016 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