

Contract Agreement
between the
Board of Trustees
Kendrick-Juliaetta Joint School District No. 283
and the
Kendrick Education Association
2017-2018

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DEFINITIONS:

Employee: In this document, the term Employee refers to Certificated Professional Employees of the District, excluding administrative personnel and non-certificated staff.

Board: In this document, the term Board refers to the Board of Trustees of the Kendrick-Juliaetta Joint School District No. 283.

District: In this document, the term District refers to the Kendrick-Juliaetta Joint School District No. 283.

Association: In this document, the term Association refers to the Kendrick Education Association.

ARTICLE I

POWERS OF THE BOARD

1.1 The Board has and shall retain all powers, rights, authority and responsibility conferred upon and vested in it by law. The management of the District and the direction of its Employees is vested exclusively in the Board. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Board in accordance with such policy or procedure as the Board may determine. Management rights will not be deemed to exclude other management rights not herein specifically enumerated.

1.2 Procedures

A. Regular negotiations will not be conducted during the school day.

B. However, urgent negotiations can be scheduled by mutual consent. In that event, and if negotiations are scheduled during the school day, the negotiators shall be released from their regular duties without any loss of pay benefits.

C. During any session, either party may request a caucus, not to exceed 30 minutes in duration, unless otherwise agreed by the parties. If needed, successive caucuses may be permitted.

D. The date for the next meeting shall be determined before the close of each session.

E. Non-verbatim minutes shall be maintained by the Board at district expense. Minutes shall be jointly reviewed at the following meeting. If agreement cannot be reached as to the content of the minutes, the Association may submit its version/interpretation of the minutes segment at issue, which shall be noted as the "Association's Minutes" and appended to the official minutes of the District.

INFORMATION: Upon reasonable request and considering time limitations, the Board and the Bargaining Team agree to furnish the other party with all information necessary

to assist in the negotiations. Any data and documents needed before the first negotiations meeting will be provided to either team within ten (10) days or within a time period mutually agreed upon. It is the responsibility of the Board and the Bargaining Team to delegate to the negotiations representatives the necessary power and authority to make and consider proposals, counter-proposals, and conclude tentative agreements. All agreements shall be considered tentative until ratified by both the Board and the Employees.

ARTICLE II
GRIEVANCE PROCEDURE

2.1 Definition

A. "Grievant" shall mean a certificated employee or group of certificated employees or the KEA filing a grievance.

B. A "Grievance" shall mean a written statement by a grievant that a dispute exists involving interpretation or application of the negotiated agreement.

C. "Days" shall mean working days.

2.2 Procedure and Steps

Within fifteen (15) days following the knowledge of the act or condition which is the basis of the dispute, the grievant may file a grievance in writing with his or her immediate supervisor. During the fifteen (15) day period and prior to filing a written grievance, the Grievant shall attempt to informally resolve the dispute.

Step 1 The grievant(s) submits a grievance review request to the immediate supervisor. The supervisor shall schedule a meeting within five (5) school days after the receipt of the request and shall render a written decision to the grievant(s) within five (5) school days after the meeting. A copy of the grievance review request shall be sent to the Superintendent and, with the employee's' consent, the Association President.

Step 2 If the grievant is not satisfied with the decision of the immediate supervisor at Step One, the grievant may refer the grievance to the Superintendent within five (5) school days after the receipt of the decision prescribed herein, with a copy to the grievant's immediate supervisor. The Superintendent shall meet with the grievant(s) within five (5) school days after the grievance has been referred to him/her and in unusual circumstances, the time requirement may be extended an additional five (5) days. Both the Superintendent and the grievant(s) may have other persons present at the meeting who might contribute to an acceptable adjustment of the grievance.

If immediate supervisor is the Superintendent, Step 2 is skipped and the grievance moves to Step 3.

Step 3 If the grievant is not satisfied with Step 2, or has not been provided with a written decision within the time limits prescribed, he may request or have the KEA request a meeting with the Board of Trustees within fifteen (15) days. If not submitted, the grievance will be deemed withdrawn. The Board shall hold a meeting within thirty (30) days of receipt of the grievant's request. The Board shall render a written decision to the grievant within five (5) days following the meeting. The decision of the Board shall be final and binding upon the parties involved.

ARTICLE III
LEAVES

3.1 Sick Leave

1. At the beginning of each year, each employee shall be credited with ten (10) days of paid Sick Leave. Unused Sick Leave shall accumulate without limit.
2. Sick Leave is to be used for absence caused by personal illness or accident which renders the employee incapable of carrying on his or her duties, or death in the immediate family. Other situations are subject to prior administrative approval. The Board may require proof of illness to prevent false claims.
3. Employees shall be allowed to use Sick Leave when such absence is due to illness of the individual's spouse, children, mother, father, brother, sister, or foster parents.
4. Up to one (1) day of Sick Leave may be used during any one school year to attend funerals.
5. If a new Employee has been employed by another district or state educational agency during the year immediately preceding, that individual's accumulated Sick Leave shall be addressed pursuant to the provisions provided in the Idaho Code and any related Administrative Procedures Act regulations.
6. Employees employed on other than a full time basis shall receive a prorated portion of the annual Sick Leave.

3.2 Personal Leave

1. Personal leave shall be granted at a rate of three (3) days per year for any personal business or unforeseen circumstances. Such Personal Leave shall be with full pay.
2. Personal Leave days do not cause a reduction in Sick Leave.
3. Employees should give twenty-four (24) hours advance notice to the administration for use of a Personal Leave Day.
4. Personal Leave taken to extend a holiday or vacation must have administrative pre-approval.
5. Personal Leave shall be granted in one-half (1/2) or one (1) day increments only.
6. Unused Personal Leave shall accumulate up to seven (7) days.

7. Any unused Personal Leave days beyond the seven (7) days accumulated will be paid at a rate of seventy dollars (\$70.00) per day to the Employee to be paid in the Employees' June paycheck.

3.3 Civic Duty Leave

An Employee called for jury duty must submit a copy of the notification letter to his or her supervisor. All employees serving on jury duty will receive paid leave from the District. In return, the Employee must give the jury duty stipend to the District.

3.4 Leaves of Absence

Employees on a renewable contract may be eligible for an unpaid Leave of Absence (sabbatical), after ten (10) years of continuous employment with the Kendrick School District, as authorized by the Board of Trustees.

Prior notification must be made no later than the January Board meeting preceding the contract year affected by the Leave of Absence. Applications for such Leave of Absence shall be made through the Superintendent. Reasons for such Leave of Absence may include, but are not limited to: parenting, further education and educationally significant travel. Exception of due date may be allowed for recuperation for unexpected illness/accident or as the need may arise. The Board shall review the request and, if granted, shall allow the following:

1. No loss of accumulated benefits of Sick Leave and contractual status while on leave.
2. Allow those on leave to participate in group insurance while on leave with the teacher paying the premiums. Upon return, the Employee shall be assigned to a position in the District if such a position is available for which the Employee is certified.
3. Leave of Absence can be extended beyond one year upon approval of the Board.

3.5 Professional Leave

Upon approval of the Superintendent, teachers may be granted Professional Leave without loss of pay and a substitute provided for the following purposes: attendance at professional meetings, workshops, conferences or seminars sponsored by an educational agency or organization, interschool or intraschool visitation, or other activities deemed appropriate by the District.

3.6 Bereavement Leave

Employees shall be granted up to five (5) days Bereavement Leave per occurrence of death in the immediate family: parent, sibling, child (including steps or halves of the same relationship), spouse, in-laws (parents and siblings), aunts, uncles, nieces,

nephews, and grandparents. Such Bereavement Leave will not be deducted from the Employee's accumulated Sick Leave.

Additional Bereavement Leave day(s) for death in the immediate family may be granted with the leave being deducted from the Employee's accumulated Sick Leave.

ARTICLE IV
TEACHING CONDITIONS

4.1 Complaints

Whenever a parent or student complains about an employee to an administrator, the following procedure will be followed:

1. The person making the complaint will be directed to discuss the complaint with the employee.
2. Whenever possible, and/or feasible, and when appropriate, the administrator shall arrange a meeting between the complaining party and the employee to address the complaint.

4.2 Workday

The length of a work day for a certified employee shall begin at 8:00AM and end at 4:00 pm

4.3 Evaluation

1. Evaluation procedures and methods will be in accordance with state statutes.
2. Within the first five (5) days of the school year, teachers will be advised in written form of the evaluation procedure and shall be provided a copy of the instrument that will be used during the evaluation period.

4.4 Administrative Selection

One (1) certified employee representative from each school, selected by a majority vote of certified employees, shall be placed on any committee formed to recommend administrative personnel to the Board for new hires

ARTICLE V
INSURANCE

5.1 Insurance

1. Medical insurance coverage, Blue Cross, Option 1 shall be provided.
2. Part-time employees will be pro-rated based on the FTE of employment. Part-time employees below .5 FTE are not eligible for the fringe benefit pool.
3. Decisions about how to cover Premium increases will come from the Insurance Committee.

ARTICLE VI
COMPENSATION

6.1 Salary Schedule

The basic salaries of Employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement.

6.2 Credits

The District will reimburse any employee for professional development credits up to a total of \$900 per Employee, on a first come, first served basis.

6.3 Activity Salary Schedule

The Activity Salary Schedule is set forth in Appendix B, to be incorporated into the Master Agreement.

ARTICLE VII

EFFECT OF AGREEMENT

7.1 Duration

The provisions of this Agreement will be effective as of July 1, 2017 and will continue and remain in full force and effect until June 30, 2018.

7.2 Changes in Agreement

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

7.3 Savings Clause

Provisions in this Agreement are presumed to be legal and valid. If any specific provision of this Agreement shall be ruled invalid by a court of law or government agency, the Board and Association shall, within fifteen (15) days, agree upon a date to enter into negotiations over a successor clause for the invalidated provision. The balance of this Agreement shall not be affected by any such ruling and shall remain in full force.

7.4 Agreement

This Agreement is signed this _____ day of _____, 2017 and shall be binding upon the parties.

IN WITNESS THEROF:

FOR THE ASSOCIATION:

FOR THE BOARD:

President

Chairperson

Secretary

Clerk