

Contract Agreement
between the
Board of Trustees
Kendrick-Juliaetta Joint School District No. 283
and the
Kendrick Education Association
2023-2024

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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, counterproposals, 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 eight (8) days.

7. Any unused Personal Leave days beyond the eight (8) days accumulated will be paid at a rate of eighty-five dollars (\$85.00) 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.

3.7 Certified Sick Leave Bank

The purpose of the Sick Leave Bank (hereafter referred to below as the Bank) shall be to provide qualifying certified employees with additional sick leave days as needed to recover from personal illness or injury which causes absence from work and loss of all accumulated personal sick leave. The Bank shall not be used as a reserve for time lost due to short-term illness that would normally be covered by the employee's accumulated sick leave, nor for time due to illness in the family, bereavement, or for a purpose other than personal illness.

Administration

The Bank shall be administered by the Sick Leave Council, hereafter referred as the Council, in conformance to the regulations set forth in this policy. The Council shall be composed of:

1. Two certified employees elected by members of the Bank;
2. The District business manager;
3. The principal of a District school appointed by the Superintendent; and
4. A director or supervisor of District classified employees appointed by the Superintendent.

In the event of a tie vote by the Council, the Superintendent of Schools shall cast the deciding vote.

The council members shall be appointed for a term of one year and may be reappointed for successive terms.

Membership

Membership in the Bank shall be available to any certified employee of the District.

Employees who donate one day of sick leave to the Bank prior to October 1 shall be members of the Bank, hereafter referred to as a member or members, and eligible for its services throughout the school year.

Donations

If the Bank is below maximum capacity, Bank members must donate one day per year until maximum capacity is reached. If the Bank is at maximum capacity, only those who are beginning membership in the bank must donate to become members. Continuing members do not donate when the Bank is at maximum capacity and need only sign the sheet indicating that they have donated to continue participation.

The maximum number of days in the Bank is 125.

When a day of sick leave has been donated to the Bank it cannot be returned to the employee, even if that employee renounces their membership in the Bank.

Maximum Withdrawal

The maximum number of days that shall be available for withdrawal for employees' use in any one year shall not exceed the Bank's maximum capacity. The maximum number of days available for any one individual employee per school year shall not exceed 125 days. The maximum number of days that can be given upon each request is 25 days. The member may reapply for more days as needed.

Employee Use of the Sick Leave Bank

To be eligible to use time from the Bank, an employee must have been a member during the previous twelve months.

In the event a member is physically or mentally unable to apply for days from the Bank, a family member or agent may file the request. In such cases, any requirement that documents or applications be signed by the employee shall be waived.

The member, or the family member or agent of an incapacitated member, shall secure written evidence from the District's business office that they have used all of their accumulated sick leave and that they are a current member of the Bank.

The member, or the family member or agent of an incapacitated member, shall secure written proof of illness or injury adequate to protect the District against malingering and false claims of illness as provided by Idaho Code 33-1216 and 33-1218.

The member, or the family member or agent of an incapacitated member, shall secure written notification of the member's return to work date. If return to work is on a half day basis, the doctor must specify on the back to work notification. If prolonged illness requires subsequent related periodic visits to the doctor or medical facility during school time, the doctor must specify. Such specified days shall be covered up to the maximum allowed in the Maximum Withdrawal section.

These documents shall be forwarded to the Human Resources Department or the Business Manager within three days of receipt.

The Council shall give full consideration to the documents and accompanying statements and shall make final approval or disapproval of the request in full or in part in writing to the member within three days of receipt of all required documents.

In the event the Superintendent must cast a tie-breaking vote, he or she shall decide and notify the member of his or her decision within three days.

If the member's request is approved, immediate transfer of the approved number of days from the Bank to the member shall be made.

In the event of a recurring long-term illness, the member, or the family member or agent of an incapacitated member, must reapply for every 25 days of sick leave needed from the Bank.

Specific Conditions

Leave for a maternity-related disability will be treated as any other disability.

From time to time, persons require elective surgery or medical treatment that is necessary but does not endanger the health and safety of the affected person if the medical treatment is postponed until school is not in session. Therefore, it will be the policy of the District to carefully review such requests. If questions arise concerning the urgency of such requests, proof of the immediate need will be required by the Council.

Annual Report

The Council shall provide an annual report to the Board on the activities, policies, and practices of the Bank.

Confidentiality and Fairness

Information regarding requests for leave from the Bank shall be kept confidential. Employees who share this information outside of the Council may be subject to discipline.

The Council shall endeavor to consider applications for leave in a consistent and impartial manner.

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

Employees will have the option to participate in Flex Time.

1. Employees will sign up for a designated flex time shall be made with the district so that the administration knows the time schedule for each staff member. If an employee needs to change the hours during the year, they are to notify the district office.
 - a. Flex time one: 7:30 AM to 3:30 PM.
 - b. Flex time two: 8:00 AM to 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.
3. Video footage from district security cameras will NOT be used in teacher evaluations.

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.

4.5 Communication

1. The district will communicate, in writing, prior to the staff being reassigned to another teaching assignment.
2. The district will communicate, in writing, to the staff concerning the resolution of discipline referrals submitted by the staff.

3. In instances where specific students are removed from laboratory, shop, or gym for safety issues, the student will only be allowed to return to the laboratory, shop, or gym after following the procedures written in the approved course syllabus.

4. Teachers will respond to all parent communication within 2 school days of being contacted. Contact will be in the form of communication with preference toward email.

4.6 Substitutes

1. Administration will physically check into classrooms being supervised by temporary subs, as time allows, to ensure that the subs are able to follow teacher plans as well as maintaining order.

2. Teachers will submit substitute teacher lesson plans to the building principal in writing for approval at least 24 hours in advance of planned absence. The goal of this is to set our substitutes up for success by having adequate lesson plans that will make management of the classes easier. Lesson plans should have enough content to keep students engaged throughout the entirety of the class and be structured in a way to minimize management issues.

4.7 Rights to Employee Intellectual Property

Intellectual property created, made, or originated by a faculty member shall be the sole and exclusive property of the faculty, author, or inventor, except as he or she may voluntarily choose to transfer such property, in full, or in part.

4.8 Online Fundraising

With district and ASB approval teachers will be allowed to do online fundraising for student projects or other projects aimed at improving student educational outcomes.

ARTICLE V

INSURANCE

5.1 Insurance

1. Effective July 1, 2023, the district will pay the full contribution for each employee's individual health insurance and dental insurance through the Office of Group Insurance (OGI) at the employer share determined by the OGI. Employee insurance premium rates are set by OGI. Employees who work twenty (20) hours or more in a week will be eligible for insurance coverage.

2. The Insurance committee will make recommendations to the bargaining unit related to premium increases.

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 three (3) professional development credits with a maximum benefit of \$2000 annually. See Schedule IV Benefits in Appendix A.

6.3 Activity Salary Schedule

The Activity Salary Schedule is set forth in Appendix A, 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, 2023, and will continue and remain in full force and effect until June 30, 2024.

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 23rd day of June 2023 and shall be binding upon the parties.

IN WITNESS THEROF:

FOR THE ASSOCIATION:

FOR THE BOARD:

President

Chairperson

Secretary

Clerk