

KUNA EDUCATION ASSOCIATION

MASTER

CONTRACT

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

**2011-2012
SCHOOL YEAR**

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**ARTICLE I
EMPLOYEE HOURS**

- A. The maximum daily hours of work for employees shall be seven and three fourths (7 3/4) 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.
- 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: 6 paid holidays, 7.6 unpaid furlough days, 4 teacher professional development days, 1 comp day for parent teacher conferences and 171.4 student contact days
- D. Any extension of the school year shall provide that employees shall have their salaries augmented for each day by adding 1/190th of their regular salary.
- E. The School Board agrees that employees shall have input into the construction of the school calendar. This shall be implemented by a committee composed of the Superintendent, the building principals, and the KEA building representatives. 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. Supervision/Evaluation Procedures

Pay for Performance, District Portion

The Kuna School Board and the Kuna Education Association have asked for a recommendation, from a stakeholder committee, in regard to the new State law regarding both the District's portion of the Pay for Performance. This recommendation needs to be finalized by August 8, 2011, so it can be presented to the school board at their regular August meeting and to teachers before school starts in order to meet the State Department of Education September 1 deadline. A preliminary draft is requested be completed and presented in time for the July school board meeting, July 11, 2011.

This Committee will be made up of a minimum of the following:

- 1. Five (5) teachers - one each from the primary, intermediate, middle and high school levels, and one teacher representing electives
- 2. One (1) board member
- 3. Three (3) administrators - one (1) district office, one (1) elementary, and (1) one secondary
- 4.

Committee members can expect to meet multiple times.

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. The Kuna School District utilizes a differentiated evaluation process for teachers in different stages in their career that is designed to serve teachers according to their professional needs.

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.

Staff Evaluation

The Kuna School District's Supervision Evaluation Process is based on the domains of teaching, their components and rubrics as presented in Charlotte Danielson's "Enhancing Professional Practice: A Framework for Teaching" (Training in Charlotte Danielson's Framework will be made available to all teachers and a copy of the book will be provided by the district to every teacher.)

1. 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.

2. Teacher Contract Categories

There shall be three (3) categories of annual contracts available to local school districts under which to employ certificated personnel:

- Teachers 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 they will focus on each year until they reach continuing contract status.
- Category A teachers will choose, with their Administrator, 10 components from the six domains, which they will be primarily responsible for and focus on during the year.
- Category A and B teachers will choose six (6) additional components (16 total).
- Continuing contract teachers are responsible for all components in the six domains.

3. Teacher Evaluation

Annually each teacher will be formally evaluated. A formal evaluation is a written document based on informal/formal observations and other appropriate forms of documentation.

4. 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:

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

5. 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.

6. 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.

7. 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.

8. Professional Action Plan and Goals (In lieu of the domain evaluation process)

Working with the building administrator, Category B and Continuing Contract Teachers will develop a written professional action plan and goals. The plan will include the following:

- A focus on student achievement, supporting systems, and in alignment with the 6 domains.
- Be for multiple years (up to 3 yrs.)
- Include individual or teams of teachers.
- Annual written evaluation regarding progress will be completed prior to end of second semester.

OR

Category B and Continuing Contract Teachers may select the domain evaluation process. Notice must be given of this decision within twenty (20) contract days of the first day of the beginning of each school term.

9. Responses

The teacher may put objections in writing and have them attached to the observation summary and/or 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.

10. Letter of Concern

When an administrator has specific concerns about a teacher's performance in any of the 6 domains or within a professional action plan, a letter of concern shall be given to the certificated employee. This letter shall contain the following:

- Date
- Documentation of prior meetings and/or discussions illustrating the specifics of the concern. Such as:
 - At least two (2) written formal observations
 - A minimum of five (5) written informal observations
 - Written documentation of other pertinent meetings involving administrators and/or parents
- List of components in the 6 domains needing improvement
- Outline of available support which may include the following:
 - Support and Assistance
 - In-district peer assistance
 - CAPE services
- 30 contract days to improve in the areas of concern listed
- Possible outcome
 - Placement on probation
 - Return to original evaluation process
 - Additional 30 contract days to improve in the areas of concern

11. Professional Assistance

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).

Using data from evaluations, the Director of Student Services will submit an annual report to the Superintendent and the Board describing the program, its success, and possible modification for the coming year.

Eligibility:

The Human Resource Manager and Administrator of Student Services will review personnel records for names of certificated instructional employees who are in their first two years in the profession and have current, signed a Category A contract as defined by Idaho Code, Section 33-514 for the upcoming school year to determine eligibility for the support program.

There shall be three (3) categories of annual contracts available to local school districts under which to employ certificated personnel:

- A Category “A” contract is a limited one-year contract for certificated personnel in the first and second or greater years of continuous employment with the same school district.
- A Category “B” contract is a two (2) year contract for certificated personnel who were on a Category 3 contract for the 2010-2011 school year and would have been on a continuing contract for the 2011-2012 school year.
- A “Continuing” contract is for certificated personnel that had continuing contract status as of January 31, 2011 per Idaho Code 33-515.

Note: Continuing contract 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 Manger with the request.

Plan Components:

A. 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 and/or peer assistants will not be used in the evaluation process.

B. Mentor

Mentoring Support:

- The principal/supervisor will select mentors annually for certificated employees new to the profession. 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 three people to a Mentor
- The mentors will serve one year.
- 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. Additionally, an instructional guide that outlines monthly objectives for mentors will be provided.
- Prior to the beginning of the school year, mentors will be offered the opportunity to enroll in a “Peer Coaching” 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 quarter, 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 Role of the Mentor Teacher

A teacher mentor will be assigned to assist each certificated employee new to the profession and will be an optional source of support for all other teachers. The mentor can provide assistance in creating and maintaining an effective learning environment, planning instruction and designing learning experiences, presenting lessons that engage and support the learner, assessing student learning, building positive relationships, fulfilling professional responsibilities, and developing as a professional. 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.
- ❑ Working effectively with English-language learners (ELL).
- ❑ Assessing student performance.
- ❑ 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.
- ❑ Connecting theories and teaching methods learned in college to classroom practice.
- ❑ Providing classroom observations and feedback.
- ❑ Discussing and clarifying the master contract and/or the evaluation process.
- ❑ Assisting in goal setting and reflection of growth areas.
- ❑ Arranging a summary conference as an opportunity for self-reflection.

C. Instructional Coach Support:

Each school principal/supervisor will select an Instructional Coach for their school who will provide support to certificated employees within the district. Recommended practice suggests the following arrangement for Instructional Coaches:

- | | |
|---|--|
| <ul style="list-style-type: none"> ● Elementary: <ul style="list-style-type: none"> ○ One K-3 Coach ○ One 4-6 Coach | <ul style="list-style-type: none"> ● Secondary: <ul style="list-style-type: none"> ○ One Coach per department |
|---|--|

Additionally, the district, in partnership with KEA, will designate a lead Instructional Coach whose responsibility will be to organize regular meetings and trainings for Instructional Coaches in the district.

Support will focus on the following:

- Danielson's framework for teacher evaluation;
- Reflective conferencing;
- Instructional planning;
- Curriculum materials and curriculum mapping;
- Student behavior management;
- Collaboration

- To qualify as an Instructional Coach, the teacher must have a minimum of 3 to 5 years of experience, demonstrate quality instructional skills and exhibit strong practice of interpersonal relationships as documented in domain five of professional evaluations.
- The Instructional Coach will participate in peer coaching training and be provided opportunities for training in other pertinent activities designed to improve their skills, including the non-evaluation, non-supervision role of Instructional Coaches.
- Each semester, teachers in their first two years of the profession will submit an evaluation form detailing their experience with the assigned Instructional Coach. The first evaluation will take place at the end of the first quarter and the second will be at the end of the third quarter. Building principals/supervisors will review evaluations submitted by protégés.

The Role of an Instructional Coach

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.

- **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.
- **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.
- **Demonstration Lessons**
When appropriate, the Instructional Coach will demonstrate effective instructional practices and/or arrange for the teacher to visit other classrooms.
- **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.

□ **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.

□ **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.

D. 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 representation who are responsible to communicate with grade level teams.

E. Content Areas Specialists

Help provide an instructional and learning environment that will enable students to master age and/or grade appropriate skills, Provide instructional leadership and consultation services to classroom teachers.

See Instructional Coach/Principal for a list of specialists.

F. DCC/SAC Committee

DCC

The District Curriculum Council (DCC) provides the Kuna School District with an organizational structure to strategically develop and revise curriculum assessments, plan for professional development and guide instructional strategies for the purpose of improving student learning for all students.

SAC

The Subject Area Committee (SAC) is an ad hoc committee of K-12 teachers and patrons that functions for the purpose of preparing specific content area curricula that are aligned to Idaho State Standards. Each content-area chairperson from the DCC leads a SAC that includes a primary, intermediate, middle and high school representative.

12. **Probation** Category B and Continuing Contract teachers may be placed on 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.
- a. 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.

- b. 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 and its terms and conditions as determined by the building-level administrator.
- c. 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 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.
- d. 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.
- e. 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.
- f. 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

13. 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.

14. 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).

15. Files

Each employee has the right to inspect any files kept concerning his/her performance. 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.

16. Recommended Class Sizes

Recommended Class sizes:

- K - 20 Students
- 1 - 23 Students
- 2 - 25 Students
- 3 - 26 Students
- 4 - 28 Students
- 5/6 - 32 Students
- Secondary: 160 Students per core teacher
- Alternative: An average of 18 students per class

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

17. Parental Complaints

Philosophy

It is in the best interests of certified staff to have parental complaints resolved in an expedient and fair manner.

Procedures

When appropriate, any complaint by a parent of a student directed toward an employee shall be channeled through that employee. No action shall be initiated by the administration until a scheduled parent-employee and/or employee-administrator conference has taken place. Should there be a complaint concerning an employee, that employee shall be involved in the communication process to address the complaint.

**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 days may accumulate as personal leave up to a seven (7) day limit. Employees may choose to be paid for unused personal leave at the substitute rate at the end of each school year.

B. Parental Leave

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

C. Association Leave

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

D. Leave Of Absence

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

E. Educational Leave Of Absence

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

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

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

April 1 of the leave year.

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

F. Professional Leave

1. Professional Leave. Professional staff desiring leave from their assignment for professional development activities must submit a written request to the principal. The principal shall evaluate the request and notify the staff member of his/her decision in writing.
2. Professional Leave for Curriculum Development. Employees from all levels and subject areas will be called upon from time to time for their technical expertise and knowledge to work on curriculum development committees. The District administration will make every attempt to call such committee meetings during the employee's regular tour of duty. Each committee will have input into the hours required with consideration of their special needs.
3. Additional Work. Additional committee work outside the employee's regular tour of duty may be desired occasionally. Volunteers for this service, approved by the Director of Student Services, will be compensated at a rate to be determined by the Director.

G. Bereavement Leave

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

H. Family Medical Leave – see Board Policy #407

I. Jury Duty – See Board Policy #408

J. School Volunteer Leave

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

K. Military Leave – See Board Policy #409

L. Sick Leave

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

3. Employees are allowed to accumulate up to 190 unused sick days.
4. Sick leave is to be used for absences caused by personal illness, emotional upset, accident or circumstances which render the employee incapable of carrying on his/her duties.
5. Employees shall be allowed to use sick leave when such absence is due to illness of a member of the individual's immediate family (grandfather, grandmother, father, mother, brother, sister, husband, wife, child, grandchild, foster or step child, father-in-law, or mother-in law).
6. Sick leave days may be taken as full or half days at the discretion of the employee.

M. Sick Leave Bank Membership

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

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

Accrued Days

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

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

Committee

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

Purpose

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

Pregnancy and Childbirth

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

Application for Grant

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

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

The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident. Bank's grants to individual employees will not be carried over from one fiscal year to another; all such grants will end at the termination of the school year. If the employee does not use all the days granted by the committee, the unused sick leave days will be returned to the bank. In no case shall an employee be granted more than a total of ninety (90) days per fiscal year from the sick leave bank for all illnesses or disabilities.

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

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

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

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

- A. Employee has eighteen (18) days of personal sick leave
 - 1. All eighteen (18) days are used
 - 2. Sick leave bank is drawn upon
 - 3. No deduction in salary occurs

- B. Employee has sixty-five (65) days of personal sick leave
 - 1. Thirty (30) of the sixty-five (65) days of personal sick leave are used (thirty-five (35) remain)
 - 2. Sick leave bank is drawn upon
 - 3. No deduction in salary occurs

- C. Employee has seven (7) days of personal sick leave**
 - 1. All seven (7) days are used
 - 2. Three (3) full days of salary are deducted
 - 3. Sick leave bank is drawn upon

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

ARTICLE IV FRINGE BENEFITS

Fringe Benefit Pool:

- A. The District shall establish a fringe benefit pool for all certificated employees.

- B. The District shall provide, at no cost to the employee, the following:
 - 1. Employee hospital, surgical, and major medical insurance under the Blue Shield PPO Plan or HSA with \$100.00 per month contribution by the district (\$1,000 deductible) for employee health coverage for all eligible employees.
 - 2. A \$40,000 group life policy.
 - 3. Employee vision insurance.
 - 4. Employee dental insurance thru Blue Cross 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:
 - * Member plus one health
 - * Member plus one dental
 - * Member plus one vision
 - * Family health
 - * Family dental
 - * Family vision
 - * Individual term life (Section 79)
 - * Dependent care
 - * 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. (Effective September 1, 2011 thru August 31, 2012.)
- 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. 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. College Credit

Any courses taken from September 1, 2010 forward will not be reimbursed.
All college credit language listed below is null and void.
Sunset June 30, 2012

College credit will be used for advancement on the standard salary schedule in Joint School District #3, as long as credit is taken within the employee's assigned teaching fields, his/her major or minor, or working toward a master's degree. Additional credit may be allowed upon approval by the Superintendent. Criterion used by the Superintendent will be the improvement of instruction.

Reimbursement for college credits will be paid up to \$140.00 per credit up to nine (9) credits, as long as credit is taken within the employee's assigned teaching fields, his/her major or minor, or working towards a master degree. Criterion used by the Superintendent will be the improvement of instruction.

Reimbursement for college credit will be paid on or before November 15 for college credit reimbursement forms received by November 1, and on or before March 15 for college credit reimbursement forms received by March 1. The College Credit Reimbursement form shall be accompanied by a transcript or a grade report and proof of expenditure. Payment will be made on a check separate from the payroll. No deductions will be taken, provided this practice continues to meet with federal and state tax laws.

B. 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 State Board of Examiners. Employees using their own automobile for travel within the district will be reimbursed for travel done between arrival at the first location at the beginning of their workday and their last location at the end of their working day.

C. 2011-2012 Salaries

Adjustment of salary during the contract year:

The teaching salary for the 2011-2012 school year is subject to the district receiving state funding as appropriated by the 2011 Idaho legislature

1. Teacher salaries for the 2011-2012 contract year will remain at the 2009-2010 level of compensation on a per diem basis but will be reduced by 4% as associated with approximately 8 furlough days. (7.6 days)
Sunset June 30, 2012
2. The Kuna School District will not fund all staff experience steps. One year of experience steps will be recognized by the Kuna School District but not funded.
Sunset June 30, 2012
3. The Kuna School District will fund all verified credit column movements on the 2011-2012 salary schedule. Sunset June 30, 2012

D. Salary Schedule

Kuna Joint School District No.3							
2009-2010 Salary Schedule							
Year	BA	BA+12	BA+24	MA BA+36	MA+12 BA+48	MA+24 BA+60	MA+36 ES/DR
0	31,750	31,750	31,750	31,750	32,169	33,376	34,627
1	31,750	31,750	31,750	31,750	32,169	33,376	34,627
2	31,750	31,750	31,750	32,169	33,376	34,627	35,926
3	31,750	31,750	32,169	33,376	34,627	35,926	37,273
4	31,750	32,169	33,376	34,627	35,926	37,273	38,671
5	32,169	33,376	34,627	35,926	37,273	38,671	40,121
6	33,376	34,627	35,926	37,273	38,671	40,121	41,626
7	34,627	35,926	37,273	38,671	40,121	41,626	43,187
8	35,926	37,273	38,671	40,121	41,626	43,187	44,806
9	37,273	38,671	40,121	41,626	43,187	44,806	46,486
10	38,671	40,121	41,626	43,187	44,806	46,486	48,230
11	38,671	41,626	43,187	44,806	46,486	48,230	50,038
12	38,671	41,626	43,187	46,486	48,230	50,038	51,915
13	38,671	41,626	43,187	46,486	50,038	51,915	53,861
14 or more	38,671	41,626	43,187	46,486	50,038	51,915	55,881

Based upon :

Minimum Salary: \$31,750

Calculated Base: \$27,765

Kuna Joint School District No.3							
2009-2010 Per Diem Schedule							
Year	BA	BA+12	BA+24	MA BA+36	MA+12 BA+48	MA+24 BA+60	MA+36 ES/DR
0	167.11	167.11	167.11	167.11	169.31	175.66	182.25
1	167.11	167.11	167.11	167.11	169.31	175.66	182.25
2	167.11	167.11	167.11	169.31	175.66	182.25	189.08
3	167.11	167.11	169.31	175.66	182.25	189.08	196.17
4	167.11	169.31	175.66	182.25	189.08	196.17	203.53
5	169.31	175.66	182.25	189.08	196.17	203.53	211.16
6	175.66	182.25	189.08	196.17	203.53	211.16	219.08
7	182.25	189.08	196.17	203.53	211.16	219.08	227.30
8	189.08	196.17	203.53	211.16	219.08	227.30	235.82
9	196.17	203.53	211.16	219.08	227.30	235.82	244.66
10	203.53	211.16	219.08	227.30	235.82	244.66	253.84
11	203.53	219.08	227.30	235.82	244.66	253.84	263.36
12	203.53	219.08	227.30	244.66	253.84	263.36	273.24
13	203.53	219.08	227.30	244.66	263.36	273.24	283.48
14 or more	203.53	219.08	227.30	244.66	263.36	273.24	294.11

Kuna Joint School District No.3							
2011-2012 Salary Schedule							
Year	BA	BA +12	BA +24	MA BA +36	MA +12 BA +48	MA +24 BA +60	MA +36 ES/DR
0	30,480	30,480	30,480	30,480	30,882	32,041	33,242
1	30,480	30,480	30,480	30,480	30,882	32,041	33,242
2	30,480	30,480	30,480	30,480	30,882	32,041	33,242
3	30,480	30,480	30,480	30,480	30,882	32,041	33,242
4	30,480	30,480	30,480	30,882	32,041	33,242	34,489
5	30,480	30,480	30,882	32,041	33,242	34,489	35,782
6	30,480	30,882	32,041	33,242	34,489	35,782	37,124
7	30,882	32,041	33,242	34,489	35,782	37,124	38,516
8	32,041	33,242	34,489	35,782	37,124	38,516	39,961
9	33,242	34,489	35,782	37,124	38,516	39,961	41,460
10	34,489	35,782	37,124	38,516	39,961	41,460	43,014
11	35,782	37,124	38,516	39,961	41,460	43,014	44,627
12	37,124	38,516	39,961	41,460	43,014	44,627	46,301
13	37,124	39,961	41,460	43,014	44,627	46,301	48,036
14	37,124	39,961	41,460	44,627	46,301	48,036	49,838
15	37,124	39,961	41,460	44,627	48,036	49,838	51,707
16 or more	37,124	39,961	41,460	44,627	48,036	49,838	53,646

Based upon :

Minimum Salary: \$30,000

Calculated Base: \$23,123

2009-10 Salary Schedule used as the benchmark for the 4% reduction
in cells for the 2011-2012 Salary Schedule

Kuna Joint School District No.3							
2011-2012 Per Diem Schedule							
				MA	MA +12	MA +24	MA +36
Year	BA	BA +12	BA +24	BA +36	BA +48	BA +60	ES/DR
0	167.11	167.11	167.11	167.11	169.31	175.66	182.25
1	167.11	167.11	167.11	167.11	169.31	175.66	182.25
2	167.11	167.11	167.11	167.11	169.31	175.66	182.25
3	167.11	167.11	167.11	167.11	169.31	175.66	182.25
4	167.11	167.11	167.11	169.31	175.66	182.25	189.08
5	167.11	167.11	169.31	175.66	182.25	189.08	196.17
6	167.11	169.31	175.66	182.25	189.08	196.17	203.53
7	169.31	175.66	182.25	189.08	196.17	203.53	211.16
8	175.66	182.25	189.08	196.17	203.53	211.16	219.08
9	182.25	189.08	196.17	203.53	211.16	219.08	227.30
10	189.08	196.17	203.53	211.16	219.08	227.30	235.82
11	196.17	203.53	211.16	219.08	227.30	235.82	244.66
12	203.53	211.16	219.08	227.30	235.82	244.66	253.84
13	203.53	219.08	227.30	235.82	244.66	253.84	263.36
14	203.53	219.08	227.30	244.66	253.84	263.36	273.24
15	203.53	219.08	227.30	244.66	263.36	273.24	283.48
16 or more	203.53	219.08	227.30	244.66	263.36	273.24	294.11

1. Employees must hold a valid teaching certificate.
2. If an employee is eligible to move across the salary schedule because of additional education, the district administration office must be notified in writing on or before September 15th.
3. An incoming certified employee shall be given credit on the salary schedule for each full year of teaching experience recognized by the Idaho State Department of Education for reimbursement.
4. Placement on the salary schedule shall normally be based as per Article V, Section C, #3. However, when necessary to obtain an individual with particular qualifications, whose services are mandated by state or federal requirements, the superintendent may make an initial appointment at a higher step in the authorized salary schedule. These advanced step appointments shall be accompanied by a written statement containing the superintendent's justification for the higher than normal starting salary. These exceptions must be shared with and approved by the School Board of Trustees.

E. Pay for Performance

The Kuna School Board and the Kuna Education Association have asked for a recommendation, from a stakeholder committee, in regard to the new State law regarding both the District's portion of the Pay for Performance, and the Student Achievement Growth Factors required to be used in Teacher evaluations. This recommendation needs to be finalized by August 8, 2011, so it can be presented to the school board at their regular August meeting and to teachers before school starts in order to meet the State Department of Education September 1 deadline. A preliminary draft is requested be completed and presented in time for the July school board meeting, July 11, 2011.

This Committee will be made up of the following members:

- a. Five (5) teachers - one each from the primary, intermediate, middle and high school levels, and one teacher representing electives
- b. One (1) board member
- c. Three (3) administrators - one (1) district office, one (1) elementary, and (1) one secondary

E. Extra Pay Schedule

Extra Curricular Pay Schedule
2011-12

Years	A	B	C	D
0	2665	1866	1599	800
1	2737	1914	1633	824
2	2809	1962	1666	848
3	2881	2010	1700	872
4	2953	2058	1734	896
5	3025	2106	1767	920
6	3097	2154	1801	944
7	3169	2202	1834	968
8	3241	2250	1868	992
9	3313	2298	1902	1016
10	3385	2346	1935	1040
11	3457	2394	1969	1064
12	3529	2442	2002	1088

For the 2011-12 year no additional steps will be funded, and compensations will be reduced 4% from the 2009-10 Extracurricular Pay Schedule.

Percentage applied to calculated base salary that the annual teachers' salary schedule is built upon. (See Teachers Salary Schedule)

- COLUMN A: H.S. Head Coach, H.S. Band Advisor, H.S. Cheerleader Advisor
- COLUMN B: H.S. Assistant/JV/Frosh Coach
- COLUMN C: K.M.S. 7/8 Grade Head Coach, Secondary Advisors:
K.M.S. Cheerleader, Debate, Drill Team, Vocal, K.M.S. Band
- COLUMN D: K.M.S. Assistant Coach, Secondary Advisors:
Decathlon, Drama, Newspaper, Yearbook, Speech

- 1. The Kuna School District will not fund all staff experience steps. One year of experience steps will be recognized by the Kuna School District but not funded. (Sunset June 30, 2012)

All new activity assignments will be based on this schedule. No new activity positions may be added without specific administrative approval.

All level Counselors will be paid a stipend of \$1000/year. (For the 2011-2012 year no additional steps will be funded and compensations will be reduced by 4% from the 2009-2010 Extracurricular Pay Schedule.)

Selection of School Leadership Team members will be made by appointment and/or a vote of the teachers at each school, and approved by that school principal. The primary role of each SLT is improvement of student achievement and the systems that impact it. Annually, as funds are available, each school will have an equitable amount to pay SLT members. Different schools may have both different SLT configurations, and amounts of compensation. Each school will receive an equitable amount of funding, based on the number of student and staff at their individual school. (Sunsets June 30, 2012)

ARTICLE VI GRIEVANCE PROCEDURE

A. Definitions:

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

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

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

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

B. Purpose:

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

C. Rights:

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

D. Procedure:

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

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

Step 1: If an aggrieved employee is not satisfied with the disposition of his/her problem through the informal procedure, he/she may submit the claim as a formal written grievance to his/her principal. The principal or grievant may call a meeting to discuss the formal grievance.

The principal shall provide the aggrieved party a written answer to the grievance, rendering his/her decision and its rationale, within five (5) days of receipt of the formal grievance.

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

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

The Board of Trustees or its legal representative will confer with the parties of interest and may hold hearings and will issue their findings together with their final decision and its rationale. During the hearings, the grievant shall have the right to include in their representation of the facts, representatives from the KEA, IEA or other representation which will help in the development of facts pertinent to the grievance.

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

ARTICLE VII MASTER CONTRACT

A. Master Contract

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

B. Savings Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are contrary to law, at the request of either party, negotiations shall immediately commence and agreement shall be reached in order to alter said section(s) according to the intent of the parties.

C. Changes in Agreement

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

D. Duration

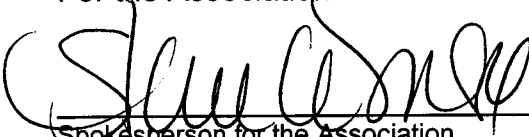
The provisions of this Agreement will be effective as of July 1, 2011 and will continue and remain in full force and effect until June 30, 2012.

E. Agreement

This Agreement is signed this 14th day of June 2011 and shall be binding upon the parties.

IN WITNESS THEREOF:

For the Association

 _____ /s/
Spokesperson for the Association

For the Board

 _____ /s/
Spokesperson for the Board

PROCEDURAL AGREEMENT

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

This agreement, entered into this 14th day of June, 2011 is by and between the Board of Trustees of Kuna Jt. School district No. 3, Ada/Canyon Counties, Kuna, Idaho, hereinafter called the "Board" and the Kuna Education Association hereinafter called the "Association."

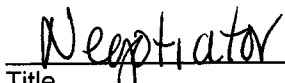
This procedural agreement shall be binding hereafter unless either party hereto shall give written notice to the other of their desire to have the same modified, amended or terminated and such notice will be given at least forty-five (45) days prior to the 1st of February.

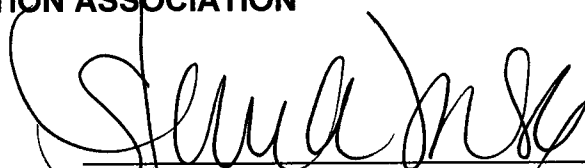
KUNA JT. SCHOOL DISTRICT NO. 3

 _____
Clerk, Board of Trustees

 _____
Chairman, Board of Trustees

**AND
KUNA EDUCATION ASSOCIATION**

 _____
Title

 _____
Representative Association

SECTION I PREAMBLE

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

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

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

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

SECTION II RECOGNITION

On or before December 1st of each year, the local education organization shall certify by petition or present the results of an election to the Board that it is the organization selected by a majority of the certificated professional employees of Kuna Jt. School District No. 3 to conduct negotiations as specified in this Agreement.

For the duration of the Agreement, the board shall recognize the duly selected local education organization as the exclusive negotiating organization for all certificated professional employees. It is specifically agreed that superintendents, supervisors and principals be excluded from the certificated professional employee group. (*Idaho Code 33-1272*)

SECTION III

- A. The term "Negotiations" as used in the Agreement means meeting and conferring in good faith by representatives of the Board or its designated representative(s) and the Association, for the purpose of reaching an agreement, upon matters and condition subject to negotiations as specified in this Procedural Agreement between said parties. (*Idaho Code 33-1272*)
- B. This Procedural Agreement shall be a part of the contract of each certificated professional employee.

- C. The Board recognizes that in pursuit of the profession of teaching, teachers have a right to join or refrain from joining any teachers' organizations for their professional and economic improvement, and that as a matter of individual choice teachers are free to join or refrain from joining such organizations.
- D. In the event that any provision of this Agreement is or shall be at any time contrary to law as determined by a court of competent jurisdiction, all other provisions of this agreement shall continue in effect, and the parties to this procedural agreement shall meet within thirty (30) days to negotiate a substitute provision.

SECTION IV PROCEDURE FOR NEGOTIATIONS

- A. Negotiations will be conducted at times and places mutually agreeable to negotiators named by each party provided, however, that the first meeting shall be held within twenty (20) calendar days of such written request. Agendas will be mutually agreed upon.
- B. Negotiation ground rules will be reviewed and approved annually.
- C. All items agreed upon by the negotiation team are tentative until ratified by the Association and Board.
- D. Both parties agree that the Association and the Board shall have no fewer than three (3) representatives on each negotiating team and no more than two (2) board members shall represent the Board.
- E. The Board agrees not to issue individual teacher contracts until negotiations have been completed with exception of new positions and vacancies.
- F. It will be the regular practice of negotiations to hold the first meeting of each school year no later than September 25th.

SECTION V MEDIATION

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

SECTION VI FACT- FINDING

- A. If the mediator is unable to effect agreement between the parties with in ten (10) days after his appointment, pursuant to *Idaho Code* 33-1275 either party may call for fact-finding. The Board and the Association shall appoint a fact-finder by mutual agreement. If such agreement cannot be reached within ten (10) days of the request the State Superintendent of Public Instruction shall make such appointment.

- B. The fact-finder shall meet with both parties and other persons he deems necessary, and shall issue his findings in writing within fifteen (15) days of his being named, setting forth fact and recommendation on the issues submitted.
- C. The costs and expenses of the mediator and the fact-finder shall be shared equally by the District and the Association.