

**MASTER
CONTRACT**

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

2022-2023 SCHOOL YEAR

DEFINITIONS

For purposes of the Master Contract, the following definitions are used through-out:

- A. Master Contract (“Contract”)
- B. Board of Trustees of Kuna Joint School District #3 (“Board”)
- C. Kuna Joint School District #3 (“District”)
- D. Kuna Education Association (“Association”)
- E. Certificated Professional Employee, covered by this Master Contract (“Employee”)

ARTICLE I - EMPLOYEE HOURS AND CALENDAR

- A. The daily hours of work for full-time employees are expected to be eight hours and shall include a minimum of sixty (60) minutes duty-free (of which 30 minutes are continuous), daily preparation time and a minimum of thirty (30) minutes continuous, duty-free lunch period. If a teacher is asked to substitute during his/her preparation period, the teacher will receive prorated substitute pay or if 2 teachers or more are asked to split a class for the entire work day, each will receive the full substitute rate. Time off (comp time) is not a legal option.
- B. The District agrees to allow employees of the Kuna School District, once a month, to hold a Kuna Education Association (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 185 days with pay including:
- 172 Student Contact Days
 - 6 Scheduled Professional Development/Work Days
 - Employee is responsible to make-up the information if professional development day is missed
 - 1 Comp. Day - Exchange for Parent/Teacher Conference
 - 6 Holidays
- D. It is expected that teachers and administrators work together to provide reasonable flexibility to the daily hours to accommodate staff needs.
- E. The School Board agrees that employees shall have input into the construction of the school calendar. A committee composed of the Superintendent or designee, the building principals, and KEA representatives shall collaborate to create a recommended calendar. The Superintendent or his/her designee, shall chair this committee. The building principals and KEA 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.
- F. The District agrees to provide each first year certified employee the option to receive a cash advance of \$1000 prior to their first paycheck to be paid in the August paycheck. Payroll must be notified prior to August 15 of this request. Subsequent paychecks will be reduced by a prorated rate over 12 months or their next paycheck will be reduced by \$1000.

ARTICLE II - TEACHING CONDITIONS

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

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

B. Professional Assistance

a. Program Purpose:

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

Staff holding a Residency Certificate shall be provided mentoring as outlined in Idaho Code 33-1201(A).

Staff holding Professional or Advanced Professional certification shall be supported through professional development to address any self-identified or administrative identified areas deemed to be less than distinguished in Domains 2 or 3 of the Danielson Framework. Professional development provided shall include but not be limited to district provided professional development, Association offered professional development, mentoring, and collegial support. All certified staff shall be provided proven, high-quality professional development.

b. Eligibility:

The Human Resource Manager will ensure principals are aware of employees who are new to the profession so that these employees are aware of support that is available to them.

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

c. Plan Components:

i. Administrative/Supervisory Support:

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

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

ii. Mentoring Support:

- The principal/supervisor will select mentors annually for certificated employees new to the profession and/or employees who have had a change of placement. The following considerations should be reviewed when pairing mentors with new teacher:
 - Consider teaching styles and personality styles
 - Consider years of experience in grade level or content area and total years of experience
 - Consider the person’s willingness to collaborate and share resources
 - Consider successful completion of some sort of collaboration training such as peer coaching or teacher leadership
 - Ask for volunteers and have them complete the “Should I Become a Mentor?” checklist before committing to the position for the year
 - Assign no more than two people to a mentor
- The mentors will serve for up to one year and will be compensated with a stipend for their efforts.
- The mentors will participate in an orientation/training at the beginning of the school year and will receive support throughout the year. Specific and relevant school district policies and procedures will be explained at this orientation.
- Prior to the beginning of the school year, Instructional Coaches will provide mentors with the opportunity to enroll in a “mentoring” class.
- Certificated employees new to the profession will be oriented to the role of the mentor. The orientation will specifically address the non-evaluation, non-supervision role of mentors. The

principal/supervisor will provide time and assistance in facilitating novice-mentor activities. At the end of the first thirty (30) days, the new teacher will be asked to complete a survey to evaluate the level of support they have received. If the new teacher'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 an opportunity to give written evaluative feedback pertaining to the support they received from their mentors.

The Role of the Mentor Teacher

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

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

iii. Instructional Coaching Support:

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

The following components constitute the basic framework of support.

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

effectiveness and determine how to apply it in his/her own teaching. After watching a teacher work with students, an observer has the opportunity to discuss what was observed, questions, and reflections.

With all these benefits in mind, teachers are encouraged to use professional leave to observe master teachers as they work with students in their classroom. New teachers to the profession especially benefit and are encouraged to conduct at least one observation of another teacher in the first semester. Instructional Coaches will provide teachers with a recommended list of classrooms to visit.

5. Curriculum Resources and Mapping

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

6. Professional Development Plan

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

iv. School Leadership Teams:

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

v. Advanced Professional Leadership:

An Advanced Professional certified instructional, or pupil service staff person shall be considered to have demonstrated professional leadership if she/he meets any of the following criteria:

- a. Serves on a district leadership committee or other committee providing guidance to the district, a department, program, or school building
- b. Serves on a site-based committee providing guidance, direction to staff or one that makes site-based decisions.
- c. Is the recipient of a leadership premium as provided under Idaho Code 33-1004(J)
- d. Serves in a leadership position in a professional association related to public education
- e. Serves on a community or state workgroup that works to benefit public education
- f. Is a respected professional educator serving the students and community of an Idaho School District

C. Supervision/Evaluation Procedures

The primary purpose of the supervision and evaluation process is to support professional growth in order to provide the highest quality instruction for the students of our community. A purposeful evaluation system measures teaching

outcomes, not simply teaching behavior. Evaluations that are well designed and integrated with curriculum and professional standards can accomplish more than assuring basic competence. They can help states and districts measure the effectiveness of teachers at various points in their careers, identify highly skilled teachers, offer specific recommendations to improve teaching, inform professional development, and demonstrate accountability for student achievement. State policymakers should treat teacher evaluations as an integrated component of a comprehensive strategy to improve overall teaching quality.

a. **Evaluation:**

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

The purposes of evaluation of professional performance in order of priority are deemed to be:

1. To improve the professional performance of the employee.
2. To provide the employee with regular feedback about his/her performance.
3. To specifically inform the employee of ways in which he/she can improve.
4. To identify specific training needs of an employee.
5. To establish a basis for contract renewal or non-renewal, dismissal, or any other disciplinary action against an employee whenever such an action may become necessary.

Observation

The formal observation must be held for a full instructional lesson or a majority of the instructional period to be considered a valid formal observation.

Informal observation: If an administrator conducts an informal, drop-in, observation, the Administrator shall provide written feedback and meet with the teacher or pupil service staff person to discuss any concerns and offer meaningful support to address the concerns.

i. Notification of Employees

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

ii. Evaluation Process and Contents

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

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

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

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

Domain Requirements for Years of Experience:

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

Written Documentation:

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

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

1. Must be completed before the end of the school year of each year.
2. Focuses on objective measures of growth in student achievement.
3. Is documented using the Student Achievement Plan template.
4. Must be presented to supervisor within 30 days of the beginning of the school year each year.
5. In accordance with Idaho Code, student growth measures shall be determined by the instructional or pupil staff person. Multiple employees have the option to work collaboratively on these measures, but each employee shall have final determination over their individual measure.

Part I: Professional Practice Domains

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

Observation:

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

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

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

Formal observation:

Formal observations focus directly on the professional practice domains. Administrators will complete the formal observation process with educators in their first three years in the profession and with other educators as requested or as concerns warrant a formal observation process. The formal observation process is outlined as follows:

1. Pre-Formal Observation Meeting

A pre- formal observation meeting shall be held within a time frame agreed upon by both parties before a formal observation. The pre-meeting shall be an opportunity for the instructional or pupil service staff member to share the instruction or job-related work that will be evaluated, including goals, objectives, and methodology to be used.

1. Teacher Observation

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

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

2. 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

3. Conference Summary

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

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

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

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

COMMUNICATION OF RESULTS: Annual Written Evaluation

The complete written evaluation will include Part I and II of the evaluation requirements and will be submitted to the District Office by the end of the school year to be stored in each employee's secure file. The evaluator may not raise any issues, concerns, or deficiencies in the final evaluation that have not been previously addressed and documented.

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

Appeals Process

If a teacher or pupil staff person disagrees with the findings of their evaluation, the teacher or pupil staff member shall have the following rights of appeal:

- a. The teacher may put objections in writing and have them attached to the annual written evaluation to be placed in his/ her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.
- b. The right to request another observation and have the evaluation amended by the same Administrator who did the evaluation.
- c. The right to request a third formal observation by an alternate administrator.
- d. If, at the end of this process, the employee doesn't believe the evaluation process was followed or the conclusions of the evaluator are not supported by the evidence and data, the employee may utilize the grievance process to come to a final resolution.

Right to Representations

When an employee is required to appear before a principal and/or supervisor and the meeting may adversely impact the employee's working conditions or lead to a disciplinary action, the employee shall be given reasonable prior notice of the meeting.

The employee may be represented by the Association at any meeting with a supervisor when the employee believes that the meeting may adversely impact the employee's working conditions or lead to disciplinary action. The employee shall have the right to request representation prior to the start of the meeting or at any point during the meeting. After the employee makes a request for representation, the supervisor shall choose from the following options: (1) grant the request and delay the meeting until a representative arrives and has a chance to consult privately with the employee, or (2) deny the request and end the meeting immediately. When an employee must be removed from a building immediately because of an accusation or actual legal or ethical breach, the administration retains the right to act and the Association representative will be notified immediately by the Superintendent or their designee.

Neither the Board nor any member of the administration shall take reprisals affecting the employment status of any employee, any party of interest, any Association Representative, or any other participant in any meeting by reason of such participation.

D. Due Process

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

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

a. Letter of Concern:

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

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

b. Probation:

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

Process:

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

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

c. **Appeal**

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

d. **Observer**

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

E. **Files**

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

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

F. **Association Involvement**

At times the district may need to form short-term teams to address particular issues. Association leadership or designees will be included in any short-term solution team.

To assure the continuation of open communications between the administration and the teachers, and to facilitate progress toward the goal of maintaining the general working conditions and the conditions of employment at the highest minimum standards, the superintendent and the Association President shall meet and confer on a regular basis during the school year (not less than monthly) to discuss matters of mutual concern.

Association leadership will be involved in the yearly enrollment review meeting (referred to as “5th day”) in which final staffing allocations are determined based on actual student enrollment. The role of the Association representative in this meeting is to communicate and address employee needs and concerns.

G. Recommended Class Size

Recommended Class Size by Grade Level:

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

Other Recommendations:

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

H. Parent/Patron Complaint Process

Any parent and/or patron concern involving an employee shall first be addressed between the employee and the concerned party. If the initial concern is expressed to an administrator or board member, the concerned party shall be directed to attempt to resolve the concern directly with the employee.

In the event that the employee feels that the manner cannot be resolved directly with the concerned party, the employee may request that the building principal or immediate supervisor be involved in the initial resolution process.

If, after the initial resolution process, a resolution has not been reached, the concerned party may elevate their concern to the building principal or immediate supervisor. If a resolution can not be reached with the building principal/immediate supervisor, the concerned party may elevate their concern to the Superintendent.

If the concerned party feels a resolution has not been reached, the concerned party may elevate their concern to the Board of Trustees. The appeal must be submitted, in writing, within fifteen (15) days of receiving the Superintendent’s decision. The Board of Trustees shall only consider whether or not a district policy has been violated and the burden of proving a policy violation shall be borne by the concerned party.

Upon receipt of the appeal, and if the appeal alleges a violation of Board policy, the matter shall be placed on the agenda of the next regularly scheduled meeting. A decision by the Board shall be made and reported in writing to all interested parties, including the employee, within thirty (30) days.

ARTICLE III - LEAVES

A. Personal Leave

Paid personal leave shall be granted for any reason deemed necessary by the employee at the rate of three (3) days per year, (recorded in hourly increments based on hours worked).

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 leave may accumulate as personal leave up to an eight (8) day limit. Employees may choose to be paid for unused personal leave at the substitute rate at the end of each school year.

B. Parental Leave

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

C. Association Leave

In addition to the leave granted by Idaho Code, the District shall grant ten (10) days with pay to be used by the Kuna Education Association. Advance notice shall be given. Additional days may be granted by the Superintendent with the Association paying the cost of the substitute.

D. Association Release Time

In order to facilitate collaboration between the Kuna School District and the KEA, the district agrees to provide release time to the KEA President. Each year, the superintendent and KEA President will meet to determine what release time is appropriate. The KEA President will perform the responsibilities customarily associated with the office, including, but not limited to:

- Serve on appropriate district committees as determined between the Superintendent and Association President;
- Provide for relevant training to teachers, administrators, and classified staff on laws and regulations pertaining to the profession;
- Provide ongoing communication with District administration on contract, budget, and policy issues;
- Provide ongoing communication, training, and support to Association Building Representatives and building administrators;
- Attend and participate in School Board meetings and workshops when necessary and appropriate;
- Provide problem-solving facilitations and mediations at individual school sites, as requested;
- Meet with the Superintendent on a monthly basis, or more frequently as necessary;
- Participate in any other activities, committees, and/or meetings as the District and the Association President deem appropriate and necessary.

E. 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 through COBRA coverage for up to 18 months. Request must be given by April 1. Request after this date will be considered based on circumstance. Notice of the employee's intent to return to work must be given to the District by April 1 of the leave year.

F. Educational Leave Of Absence

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

- a. pursuit of a graduate degree program
- b. a professional fellowship

- c. accept a scholarship offering
- d. professional development employment opportunities that are mutually beneficial to the employee and the District
- e. to serve in a county, state, or national office
- f. to serve as an exchange teacher or an overseas teacher

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

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

G. Sick Leave

- a. At the beginning of each school year, each full time employee shall be credited with ~~80~~ 80 hours of sick leave allowance. These hours are prorated for staff working less than full-time.
- b. Employees employed on a part-time basis or for part of a school year shall receive a prorated portion of the annual sick leave.
- c. Sick leave is to be used for absences caused by personal illness, mental health, accident or circumstances which render the employee incapable of carrying on his/her duties.
- d. 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 stepchild, father-in-law, or mother-in law).
- e. Sick leave may be taken in hour increments as arranged with one's supervisor.
- f. Unused sick leave will be maintained by the school district.

H. Sick Leave Bank Membership

Purpose:

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

- a. Certificated employees of Joint School District No. 3 who are contracted at least half time may participate in a sick leave bank. To participate, each new employee shall contribute two (2) sick leave days [one (1) day if half time] (recorded in hourly increments based on hours worked). Sick leave days thus contributed shall be deducted from the individual employee's sick leave entitlement. The employee shall sign a form furnished by the District prior to September 15. Certificated employees becoming employed after September 15 shall be given the opportunity to join the sick leave bank within two weeks of active employment. In no event, shall a new certificated employee of the District be denied participation if all procedures and qualifications are met.
- b. The employee will also acknowledge that once these days are contributed they cannot be retrieved upon resignation from Joint School District No. 3 or upon quitting the sick leave bank. An employee shall have the right to withdraw from participation in the sick leave bank upon written notification to the School District administration and chairperson of the sick leave bank committee.
- c. The district office will keep a list of contributors and hours accrued in the sick leave bank. This information will be available to the committee upon request.
- d. It is the responsibility of the Sick Leave Bank Committee to maintain solvency. A minimum of 12 hours per Sick Leave Bank member will be considered solvent. Future annual contributions to the sick leave bank shall be

determined by the sick leave bank committee. The committee will determine the number of days necessary to assess members to keep the bank solvent. Time assessed shall be in denominations of 4 hours and assessments shall be mandatory for each member to retain membership.

- e. The sick leave bank committee shall consist of two (2) Kuna Education Association members and two (2) District Board members or administrators. KEA members of the sick leave bank committee shall be appointed by the Kuna Education Association. The committee shall elect a chairperson. The chairpersonship shall rotate each successive year between a board member/administrator and a member of KEA. An annual meeting of the committee shall be held in September of each year. A new chairperson shall be elected and a report on the status of the committee given.
- f. Decisions of the sick leave bank are final per each request.
- g. 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.)
- h. Application for Grant: to draw sick leave days from the bank shall be submitted to the sick leave bank committee. In order for an employee to be eligible to apply to sick leave benefits from the sick leave bank, the employee must first:
 - i. Be a contributor to the bank prior to September 15 of the contracted year or two weeks after active employment. An employee upon learning of a catastrophic illness or life-threatening incident as outlined in the PURPOSE shall be ineligible to join the sick leave bank.
 - ii. Have been absent from work more than ten continuous working days due to long illness or accident as described in the above PURPOSE.
 - iii. Have used all his/her accumulated sick and personal leave days or used thirty of his/her total accumulated sick leave days. If an employee has less than ten days of sick leave to use before starting to draw from the sick leave bank, his/her salary will be reduced in full for the number of days up to ten.
 - iv. Provide verification of need for extended leave from a qualified professional. A second verification may be requested at the discretion of the sick leave bank.
 - v. Contact Human Resources to apply for use of sick leave bank.

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

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

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

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

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

- i. Employee has eighteen (18) days of personal sick leave

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

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

I. Professional Leave

- a. Professional Leave: Professional staff desiring leave from their assignment for professional development activities must submit a written request to the principal. The principal shall evaluate the request and notify the staff member of his/her decision in writing.
- b. Professional Leave for Committee Work: Employees from all levels and subject areas will be called upon from time to time for their technical expertise and knowledge to work on committee work. The District administration will make every attempt to call such committee meetings during the employee's regular work hour. Each committee will have input into the hours required with consideration of their special needs and shall be compensated at a rate to be determined by the appropriate administrator.

J. 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.

K. Family Medical Leave – see Board Policy #407

L. Jury Duty – See Board Policy #408

M. 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.

N. Military Leave – See Board Policy #409

ARTICLE IV - FRINGE BENEFITS

A. Fringe Benefit Pool

- a. The District shall establish a fringe benefit pool for all certified employees.
- b. The District shall provide, at minimal cost to the employee, the following:

- i. Employee hospital, surgical, and major medical insurance under the Blue Cross PPO Plan or an HSA (with a monthly contribution determined by the difference in costs between the PPO and the HSA) for employee health coverage for all eligible employees.
 - ii. A \$40,000 group life policy.
 - iii. Employee vision insurance.
 - iv. Employee dental insurance through Delta Dental or Willamette.
 - v. Employee Assistance Program
 - vi. Telehealth for entire household through Ally Health
- c. Each full-time employee shall be offered various fringe benefits at an additional cost to the employee. The optional benefits offered shall be:
- i. Member plus one health
 - ii. Member plus one dental
 - iii. Member plus one vision
 - iv. Family health
 - v. Family dental
 - vi. Family vision
 - vii. Individual term life (Section 79)
 - viii. Dependent care
 - ix. Extraordinary health care
- d. The district agrees to allow reductions for KEA dues at any time during the year.
- e. Coverage of the fringe benefits shall begin on the effective date of this contract and be continuous twelve (12) month coverage.
- f. Carriers and plans shall be mutually determined by the District and the Association.
- g. All insurance coverage under this article shall remain in full force during the life of this agreement and until a successor agreement has been ratified. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- h. The Board and the Association will enter into a flexible spending account plan.. The participating employee agrees to pay the monthly costs incurred.
- i. The Board and the Association will enter into a HSA spending account plan.. The participating employee agrees to pay the monthly costs incurred.
- j. Every staff member who completes credits in a program that leads to a graduate degree (M.A., M.S., M.B.A., J.D, Ed Specialist, Ed D., PhD) is eligible for tuition reimbursement. This is for any credits completed after Sept 1, of this contract year. Staff members will pay for the credits initially. Reimbursement will occur in Oct, Jan, March and June of each year. Graduate credits are reimbursed at a rate of \$150 per credit for up to 6 credits per year. To receive this reimbursement the staff member must fill out the Tuition Reimbursement form and include the required documents. These documents must be received by the Human Resources Department.
- k. Certified staff who complete continuing education credits through the Idaho Education Association or Kuna School District, and pay for college credit for the course (up to 2 credits per staff) are eligible to receive reimbursement. This is for any credits completed after Sept 1, of this contract year. To receive this reimbursement the staff member must fill out the Credit Reimbursement form and include the required documents. These documents must be received by the Human Resources Department.

B. Classroom Supplies

- a. Every year a portion of the district supply budget will be allocated directly and equitably to employees to assist in paying for individual supply needs.
- b. The Association will be involved in determining the yearly amount allocated.
- c. Amount is prorated based on employment status (part-time vs. full-time) and date of employment.

ARTICLE V - SALARY

A. Salary Schedule and Per Diem

- i. Certified salaries for the 2022-2023 contract year are based on a 185 day calendar.
- ii. An incoming certified employee shall be placed on the salary schedule based on their current level of education and their current years of certified experience.
- iii. Each certified employee will be placed on the salary schedule dependent upon when they were hired, either before or after July 1, 2017.

Updated 6/2/2022 (reorganized) EF

Salary Schedule for Staff Hired Before July, 2017										
Year	BA	BA +12	BA +24	BA +36	BA +48	BA +60	MA	MA +12	MA +24	MA +36
0	40,742	40,742	40,742	40,742	40,742	40,742	40,742	40,742	40,742	40,742
1	40,742	40,742	40,742	40,742	40,742	40,742	40,742	40,742	40,742	40,742
2	42,969	42,969	42,969	42,969	42,969	42,969	42,969	42,969	42,969	42,969
3	43,479	43,479	43,479	43,479	43,479	43,479	43,479	43,479	43,479	43,479
4	45,333	45,333	47,047	47,047	47,047	47,047	48,332	48,332	48,332	48,332
5	45,333	45,333	47,047	47,047	47,047	47,047	48,332	48,332	48,332	48,332
6	47,260	47,260	48,974	48,974	48,974	48,974	50,259	50,259	50,259	50,259
7	47,260	47,260	48,974	48,974	48,974	48,974	50,259	50,259	50,259	50,259
8	47,333	47,333	49,046	49,046	49,046	49,046	50,331	50,331	50,331	50,612
9	47,333	47,333	49,046	49,046	49,046	49,327	50,331	50,331	50,612	52,511
10	47,341	47,341	49,119	49,119	49,399	51,299	50,404	50,685	52,584	52,947
11	47,341	47,341	49,119	49,399	51,299	52,947	50,685	52,584	52,947	54,861
12	47,341	47,552	49,472	51,371	53,019	54,934	52,656	53,019	54,934	56,920
13	47,552	49,335	51,371	53,019	54,934	56,920	53,019	54,934	56,920	58,981
14	47,633	51,186	53,092	55,006	56,992	59,054	55,006	56,992	59,054	61,193
15	47,633	51,186	53,667	56,992	59,054	61,193	56,992	59,054	61,193	63,412
16	47,633	51,186	53,667	56,992	61,193	63,412	56,992	61,193	63,412	65,713
17+	47,633	51,186	53,667	56,992	61,193	63,412	56,992	61,193	63,412	68,102

Salary Schedule for Staff Hired after July, 2017

Year	BA	BA +24	MA	MA +36
0	40,742	40,742	40,742	40,742
1	40,742	40,742	40,742	40,742
2	42,969	42,969	42,969	42,969
3	43,479	43,479	43,479	43,479
4	45,333	47,047	48,332	48,332
5	45,333	47,047	48,332	48,332
6	47,260	48,974	50,259	50,259
7	47,260	48,974	50,259	50,259
8	47,333	49,046	50,331	50,612
9	47,333	49,046	50,331	52,511
10	47,341	49,119	50,404	52,947
11	47,341	49,119	50,685	54,861
12	47,341	49,472	52,656	56,920
13	47,552	51,371	53,019	58,981
14	47,633	53,092	55,006	61,193
15	47,633	53,667	56,992	63,412
16	47,633	53,667	56,992	65,713
17+	47,633	53,667	56,992	68,102

B. Supplemental Salary Schedule

- i. All supplemental contracts are issued in conformity with the applicable provisions of Idaho Code.
- ii. The number of activities and the number of coaches/advisors that will be authorized for each activity are outlined in the supplemental salary schedule. If activity enrollment is below the minimum required to safely participate, then the corresponding position on the supplemental salary schedule will not be filled and no contract will be issued.
- iii. Building administration may add additional assistant coaches with building discretionary funds at a salary identified in the supplemental salary schedule for the requested position. Building administrators, with the approval of the Superintendent, may add assistants by dividing the total dollar amount available for that activity ensuring equal pay for equal duties.
- iv. Extracurricular activities are organized into three tiers identified by the level of contact involved in the activity and/or the level of time commitment involved. All sports will have a minimum of two coaches. If the sport is co-ed, one coach will be male and one will be female.
- v. All full-time employees are exempt from overtime as provided in the Fair Labor Standards Act. As such, it is expected that full-time employees may sometimes be required to work beyond the work day which are extensions of regular teaching assignments and are not included as compensated special duty assignments. Specific duties that are assigned as compensated duty outside of the regular school day are subject to the supplemental salary schedule. Supplemental contract days are in addition to the standard contract year and are to be used outside of the standard contract calendar. Full-time employees on a supplemental day contract are expected to work the number of days identified in the supplemental day contract.

High School: Activities and Athletics

Activity Type	Level	Safety Ratio	High School Activity	Advisor Pay	Assistant Advisor Pay
Tier 1	High	50:1	Band, choir, CAST	\$ 4,400	\$ 1,650
Tier 2	Moderate	50:1	Drama, yearbook, debate	\$ 2,750	\$ 1,100
Tier 3	Seasonal	50:1	Academic Decathlon, color-guard, dance, newspaper	\$ 1,650	\$ 825
Athletics Type	Description	Safety Ratio	High School Sport	Head Coach Pay	High School Asst. Coach Pay
Tier 1	High Contact	10:1	Football, volleyball, cheer, basketball, wrestling	\$ 4,950	\$ 2,750
Tier 2	Moderate Contact	15:1	Soccer, baseball, softball, swim	\$ 3,850	\$ 2,200
Tier 3	Low Contact	20:1	Cross country, golf, tennis, track, dance	\$ 3,080	\$ 1,320

Middle School: Athletic and Activities

Activity Type	Description	Safety Ratio	Middle School Activity	Advisor Pay	Assistant Advisor Pay
Tier 1	High	50:1	Band, choir, CAST	\$ 1,870	\$ -
Tier 2	Moderate	50:1	orchestra, intramural director	\$ 1,100	\$ -
Tier 3	Seasonal	50:1	Honor Society	\$ 550	\$ -
Athletics Type	Description	Safety Ratio	Middle School Sport	Head Coach Pay	Middle School Asst. Coach Pay
Tier 1	High Contact	10:1	Football, volleyball, basketball, wrestling	\$ 2,090	\$ 1,540
Tier 2	Moderate Contact	15:1	N/A	\$ 1,870	\$ 1,430
Tier 3	Low Contact	20:1	Cross country, golf, tennis, track	\$ 1,650	\$ 1,320
"C" Team					\$900
Intramural Director					\$1,100

Extra Day Positions

Position	Extra Day	Stipend
Counselor - Secondary	20	\$1000
FFA Advisor (grandfathered)	60	\$1000

FFA Advisor	40	\$1000
Head Nurse	10	\$3500
Nurse	2	\$1000
Instructional Coach	5	\$5000
Mentor	N/A	\$500
School Leadership Team	N/A	\$500
School Psychologist	10	\$7500
Social Worker	10	\$1000
Speech Language Pathologist	10	\$7500
Occupational Therapist	N/A	\$7500
Work Based Learning	10	\$1000
K-12 Special Education Teachers	2	N/A

C. Traveling Staff

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

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

ARTICLE VI - GRIEVANCE PROCEDURE

A. Definitions:

- a. Grievant: A Grievant shall be an employee or group of employees of Joint School District No. 3 filing a grievance.
- b. Grievance: A Grievance shall be an alleged violation, misapplication or misinterpretation of the master contract or board policy.
- c. Party in Interest: A Party in Interest is the person or persons making the claim and any person who might be required to take action against or against whom action might be taken in order to resolve the claim.
- d. Day: A Day means a calendar work day, except as otherwise indicated.

B. Purpose:

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

C. Rights:

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

D. Procedure:

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

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

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

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

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

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

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

ARTICLE VII - MASTER CONTRACT

A. Master Contract Access

The Master Contract will be posted on the Kuna School District Website.

B. Savings Clause

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

C. Fall Review

During its term this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Both parties agree to meet prior to September 15th of each year to initiate the Fall Review.

D. Duration

The provisions of this Agreement will be effective as of July 1, 2022 and will continue and remain in full force and effect until June 30, 2023 .

E. Agreement

This Agreement is signed on this Fourteenth day of June, 2022 and shall be binding upon the parties.

IN WITNESS THEREOF:
For the Association:

_____/s/
Spokesperson for the Association
For the Board: Shelly Hopkins, KEA President

_____/s/
Spokesperson for the Board
Wendy Johnson , Superintendent