

Master Contract Between the

Boise Independent School
District



and the
Boise Education Association



Boise Education Association

July 1, 2011 – June 30, 2012

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RELATIONSHIP COMPACT BETWEEN THE BOISE SCHOOL DISTRICT AND THE BOISE EDUCATION ASSOCIATION

The Boise School District and the Boise Education Association have been involved in an ongoing process of interest-based problem solving and negotiations and the model has proven to be highly effective both at the bargaining table and at settling disputes throughout the District. An essential element of this model is the trust and trustworthiness of the parties. To this end, Boise School District and BEA on behalf of their memberships, wish to formalize a relationship between these organizations, as well as District employees, which will survive the differences in interests, which will endure changes in leadership, which will extend beyond legal and contractual requirements and which will be based on the following principles:

- The Association and District agree that an interest-based approach shall be used as the basis for both individual problem-solving activities as well as contractual negotiations between the parties.
- The Association and the District agree that each group and individual has an equal right to seek the accommodation of their respective interests and to actively advocate those interests.
- The Association and the District agree that in relationships a high degree of trust is essential. To this end, each organization, as well as the leadership of those organizations, will focus on increasing their own trustworthiness as the means of developing and maintaining the bridge of trust.
- The Association and the District agree to refrain from the use of coercive tactics because their use is destructive to the relationship and lessens the commitment to agreements jointly made. Both parties will be open to persuasion at all times in order to avoid reliance on the use of power; the Association and the District will seek to persuade rather than to coerce.
- The Association and the District believe this relationship will promote and expand communications between the parties. To this end, the Association and the District will focus on: Operating in an honest and open manner; promoting and disseminating positive information about the successes of the Boise School District to the media, establishing procedures regarding rumor control, soliciting interests of all stakeholders, consulting with appropriate parties and testing assumptions, and using joint communication statements on key issues.

ARTICLE I – DEFINITIONS

- A. The term “**Aggrieved Person**” shall mean a professional employee or professional employees asserting a grievance.
- B. The term “**Amend**” or “**Amendments**” shall mean a change, correction, or revision in the terms of this Contract and/or in the Certified Employee Handbook.
- C. The term “**Association**” shall mean the Boise Education Association.
- D. The term “**Board**” or “**District**” shall mean the Board of Trustees of the Independent School District of Boise City.
- E. The term “**Credit Hour**” shall mean a semester hour of credit earned in or through an accredited college or university, or a quarter hour of credit earned in or through an accredited college or university which has been or will be converted to a semester hour of credit.
- F. The term “**Day**” shall mean any day school is in session within the regular school year as shown on the official school calendar, unless otherwise specifically defined.
- G. The term “**Grievance**” shall mean a complaint that there has been a violation or misinterpretation of the terms of this Contract and/or of the Certified Employee Handbook.
- H. The terms “**Instructional Assistant**” or “**Classroom Assistant**” or “**Teacher Aide**” shall mean a person, certificate or non-certificated, employed by the District to assist a teacher or teachers in the classroom, and do not come under the purview of the Master Contract.
- I. The term “**Party In Interest**” shall mean a professional employee or professional employees who might be required to take action or against whom action may be taken in order to resolve a grievance.
- J. The term “**Professional Employee**” shall mean any certificated personnel for which the Association is the exclusive representative for purposes of negotiations as defined in Idaho Statute or Collaboration and Problem-Solving (CAPS) meetings between the Boise Education Association and the Board of Trustees of the Independent School District of Boise City.
- K. The term “**Reprimand**” shall mean any formal disciplinary action taken by administrative personnel against the professional employee for infraction of rules or delinquency in professional performances and put in writing for inclusion in the professional employee’s personnel file.
- L. The term “**School**” shall mean the school unit, e.g., Borah High School, East Junior High School, Garfield Elementary School, etc.
- M. The term “**School Year**” shall mean the school year as defined by the official school calendar.
- N. The term “**Seniority**” shall mean the total number of uninterrupted contract years served in the District in any position requiring a certificate issued by the State Board of Education. In the event there is a staff member who has served in a counselor, supervisory, administrative

position, or on a special assignment in the District, his/her service in this capacity will be counted in calculating total District experience. It is further agreed that leaves of absence in excess of one (1) semester approved by the District shall not be counted as a year of service; however, any leave of absence approved by the District shall not be construed as interrupting the affected professional employee's years of service.

- O. The term “**Special Circumstance**” shall mean a situation which could not have been prepared for in advance and which requires immediate attention.
- P. The term “**Category A Contract**” is a limited one (1) year contract for certificated personnel in their first or greater years of continuous employment with the same school district.
- Q. The term, “**Category B Contract,**” is a limited two (2) year contract that may be offered at the sole discretion of the Board of Trustees for certificated personnel in their fourth or greater year of continuous employment with the same school district.
- R. The term “**Renewable Contract Employee**” shall refer to professional employees already holding renewable contract status with the District as of January 31, 2011 who are “grandfathered” in the District and who shall have the right to continued, automatic renewal of their contract.
- S. The term “**Peer Assistants**” refers to individuals employed by the District to work with both veteran and new teachers to significantly enhance the quality of instruction, optimize student performance, assist in the induction, training, and development of new employees, improve the performance of teachers having difficulties in their professional duties, and contribute to the professional development and careers of educators.

ARTICLE II – LEAVES

A. Sick Leave

1. At the beginning of each school year, a professional employee in his or her first, second, or third year of continuous service in the District shall be granted three (3) days of sick leave in addition to one (1) day of sick leave for each month he/she is under contract.
2. At the beginning of each school year, a professional employee in his or her fourth year or more of continuous service in the District shall be granted five (5) days of sick leave in addition to one (1) day of sick leave for each month he/she is under contract.
3. A professional employee hired on a part-time basis, or for part of a school year, shall receive a pro-rated portion of the annual sick leave.
4. Any unused portion of the sick leave allowance shall accumulate from year to year.
5. Sick leave is to be used for absences caused by disability resulting from illness or injury, adoption of a child, childbearing purposes, or to care for a member of the immediate family due to his or her illness or disability. Such leave will be charged on either a half-day or full day basis.

6. Whenever a professional employee is absent from his/her assignment as a result of physical injury caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence, not to exceed 180 contract days. This benefit will be coordinated with worker's compensation plans and related regulations, and all procedures normally required for filing a worker's compensation claim shall be followed. The professional employee shall not incur the loss of personal or sick leave days as a result of an assault in the course of his/her employment. Requests for such leave must be made in writing to the Superintendent, or designee, through the professional employee's principal.
7. In addition, a professional employee who has exhausted his/her sick leave allowance is entitled to five (5) days of sick leave with the amount of the substitute's pay being deducted from his/her salary.
8. If a disability resulting from illness or injury continues more than ten (10) consecutive days, the professional employee must submit a signed statement from a licensed physician, attesting to the professional employee's disability.

B. Personal Leave

1. A professional employee will be granted three (3) personal leave days each year. A certificated employee hired after September 1st is entitled to one and one-half (1.5) days of personal leave per semester of service or major portion thereof. Personal Leave shall be granted for any reason deemed necessary by the professional employee.
2. At the end of each school year, up to three (3) unused personal leave days may be rolled over to the following school year for a maximum of six (6) days.
3. Personal Leave may not be used immediately preceding or following vacation periods, nor during the first or last week of a semester without previous arrangements with the building administrator. The employee may appeal the principal's decision to his/her Area Director. Personal Leave days may be taken as full or half days at the discretion of the professional employee. Advance notice will be given to the building administration when possible.
4. Upon exhaustion of Personal Leave, up to two (2) days of emergency leave may be granted by the Superintendent or his/her designee. Such leave shall be for absences for substantial and reasonable cause (e.g., flooding, road closure, earthquakes, etc.), which prevents the employee from reporting to work. At the discretion of the Superintendent or his/her designee, additional emergency leave (in excess of the two (2) days) may be granted. The employee shall pay the cost of the substitute for any additional days.

C. Bereavement Leave

During any one (1) school year, a professional employee shall be allowed a leave of absence with full pay, not to exceed three (3) days, when such absence is due to the death of the professional employee's or spouse's parents, children, siblings, foster parents, grandparents, grandchildren, aunts, uncles, or the professional employee's spouse. The Superintendent or Deputy Superintendent has the discretion to expand the definition of family.

D. Sick Leave Bank

1. The purpose of the Sick Leave Bank is to alleviate economic hardship brought upon a member by disability resulting from illness or injury. In the event of a disagreement between a member and the Sick Leave Bank Committee as to whether or not a specific disability qualifies the member for a Bank grant, the committee may require the member to submit to an examination by a physician chosen and paid for by the District. The results of such an examination shall be submitted to the committee for its consideration in making a final determination of the application for a grant.
2. Each professional employee of the District covered by this Contract may participate in the Sick Leave Bank. To participate, each professional employee shall contribute a prescribed number of his/her earned sick leave days as determined by the Sick Leave Bank Committee. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating professional employees upon recommendation of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring disability resulting from illness or injury extending beyond the professional employee's accumulated sick leave.
3. The Sick Leave Bank Committee shall consist of two (2) members appointed by the Association and two (2) members appointed by the Board. The committee shall develop and distribute rules and procedures for the orderly administration of the Bank not inconsistent with the terms of this agreement. The committee shall be responsible for reporting to the District's payroll office the names of contributors and number of days contributed. It shall report all days granted by the Bank and all other information necessary for the professional employee's records.
4. Application for use of the Bank shall be submitted to the Sick Leave Bank Committee for its recommendation. The committee shall review the request and determine the eligibility of the professional employee. If the committee deems it necessary, it shall require proof of disability resulting from illness or injury at the time of application and from time to time after a grant has been made.
5. The committee shall have the authority to establish such guidelines, as it deems necessary to administer this program. Guidelines shall have the approval of the Association and the District. After complete review of the application, the committee shall have the authority to make final decisions within the guidelines as to the disposition of the case.
6. In order for a professional employee to be eligible to apply for sick leave benefits from the Sick Leave Bank, the professional employee must: (1) be a contributor to the Bank, and (2) have been absent from work due to disability resulting from illness or injury for (a) all his/her accumulated Sick Leave days and (b) all his/her Personal Leave days and (c) five (5) days where his/her salary was reduced by substitute's pay.
7. The Sick Leave Bank Committee shall determine the number of sick leave days each participant must contribute in order to keep the Bank solvent.
8. The maximum number of days that can be granted in any one (1) fiscal year will be the remaining number of days a professional employee is scheduled to work under his/her

current contract. In no case will the granting of leave cause a professional employee to receive more than his/her annual salary for that year.

9. The number of sick leave days granted shall not exceed the number of days absent from work due to disability resulting from illness or injury.
10. Bank grants to a professional employee will not be carried over from one (1) fiscal year to another. All such grants will end at the termination of the school year. If a professional employee does not use all the days granted by the Bank, the unused sick leave days will be returned to the Bank. In no case shall a professional employee be granted more than a total of one hundred eighty (180) days from the Sick Leave Bank for all illnesses or disabilities during any five (5) year period of employment with the District, except when the maximum allowance has been granted prior to the end of the school year, and in that case the Sick Leave Bank Committee may extend the grant to the conclusion of the school year. After the initial one hundred eighty (180) days has been used, an additional grant of one hundred eighty (180) days shall be available only after five (5) years of subsequent employment.

E. Extended Leave upon Exhaustion of Sick Leave

1. A professional employee who is unable to perform his/her professional duties because of a disability resulting from illness or injury, and who has exhausted all sick leave available, shall be granted leave of absence without pay for the remainder of the school year. The individual's health condition will be reviewed and a decision will be made by the Superintendent either to return the professional employee to active duty, extend the leave of absence, or take other appropriate action.
2. To assist the Superintendent in arriving at a decision, the professional employee may be required to take a further examination, physical or otherwise, by a person duly licensed in a medical field to which the disability resulting from illness or injury is related, selected by and at the cost of the District.

F. Parental Leave

1. A professional employee shall be allowed a leave of absence for child rearing purposes for up to one (1) year without pay. Upon return from such leave, the professional employee shall be provided, if appropriate, with a position similar to the one held prior to the leave. All rights of renewable contract status, retirement, accrued sick leave, salary schedule placement, and other benefits provided herein shall be preserved and available to the professional employee upon his/her return to active duty with the District.
2. A professional employee who is participating in District-provided insurance programs may continue to participate during the leave of absence by paying the premiums for such insurance coverage.

G. Religious Leave

A professional employee whose church establishes official religious observance days which are designated as no-work days shall be allowed religious leave not to exceed two (2) days per year with full pay. Requests for such leave must be made in writing to the Superintendent, or designee, through the principal. Such requests may be denied if not filed in the

Superintendent's or designee's office at least ten (10) calendar days prior to the requested absence.

H. Jury Duty Leave

When a professional employee is summoned by proper judicial authority to serve on a jury, or to appear in court as a witness, he/she shall be granted a leave of absence with pay for the time required. The professional employee shall be entitled to keep fees and mileage reimbursement paid him/her by the court in addition to his/her regular salary. Travel expenses in connection with this duty are not subject to reimbursement by the School District.

I. Military Leave

A professional employee who is required to serve in a military capacity during the school year will be allowed up to ten (10) days of military leave in any one (1) year. The Superintendent, or designee, may extend the number of days that may be allowed for military leave. Whenever the daily compensation rate for military service is less than the daily compensation for professional duties within the District, the District will pay the difference to the professional employee.

J. Sabbatical Leave

1. The District agrees to fund a sabbatical leave program for current employees at the rate of \$100,000 per year.
2. A professional employee who has been employed by the District for a period of seven (7) consecutive years immediately prior to the year in which the sabbatical leave is to commence, and who has not previously been granted a sabbatical leave, will be eligible to apply for a sabbatical leave for either one-half (1/2) year (one semester) or one (1) full year (two [2] consecutive semesters). Sabbatical leave may not exceed a period of one (1) year. An employee who has received a sabbatical leave shall not be eligible for another sabbatical leave grant until he/she has worked for the District for an additional fourteen (14) years.
3. The Board may authorize sabbatical leave of absence when it deems such leaves of absence to be reasonable and for good cause and not detrimental to education within the system. Sabbatical leaves may be granted only for the purpose of allowing a professional employee to continue professional education and advancement.
4. The Association shall, by March 15th for the ensuing school year's grants, forward all applications to the office of the Superintendent with an accompanying recommendation and a list of reasons justifying that recommendation. The recommendation must be for approval or disapproval. If the recommendation is for approval, it shall include the length of leave (not in excess of two [2] consecutive semesters) and the salary to be paid (not to exceed the full amount the professional employee would receive were he/she not on sabbatical leave).
5. The salary shall be paid upon condition that the professional employee shall return not later than one (1) year after the commencement of the leave for renewal of employment for at least one (1) school year. Should the professional employee fail to return within such a period, he/she shall repay to the District the amount paid to him/her during the leave period, and should such amount not be repaid, the Board may direct the District's attorney to institute suit against such person to collect the amount in question.

6. Within ninety (90) days after the professional employee returns to full-time duty from sabbatical leave, he/she shall submit to the Superintendent and the BEA a comprehensive written report dealing with the educational aspects of his/her study. This report shall include transcripts of all college or university studies while on leave, and other items of information pertinent to an evaluation of his/her program. The professional employee shall also meet with the Sabbatical Leave Committee within one (1) academic year of returning to full-time duty to summarize the progress and/or results of his/her study.
7. The professional employee shall include with his/her application for sabbatical leave a recommendation from the appropriate supervisor and a plan of study, which includes details either for study in an approved college or university, or a problem or project for research or writing to be pursued independently by the applicant. This plan shall be approved by the Association and the Superintendent before the sabbatical leave can be granted. If the professional employee finds it necessary to change his/her plans, he/she shall notify the Association and the Superintendent and receive the approval of both before any changes shall be authorized.
8. Among other qualifications of the applicant, the following shall be considered: successful service during the previous seven (7) years, contributions to the teaching profession, the extent of the applicant's professional study, travel, and research.
9. A professional employee on sabbatical leave shall not engage in full-time employment or in study for another trade or profession during his/her leave unless the employment is accepted by the Association and the Superintendent as a necessary part of the plan of study.

K. Professional Leave

1. As determined by the Superintendent or designee, a reasonable number of such absences from regular school duties shall be approved without any salary deduction provided a written request and explanation is filed and approved by the principal or principals involved before forwarding to the Superintendent's or designee's office for final approval. Such requests may be denied if not filed in the Superintendent's or designee's office at least ten (10) calendar days in advance of the requested absence. When such leave is granted, the professional employee will be notified in writing.
2. A professional employee may be granted one (1) day leave to:
 - a. Receive a college baccalaureate or graduate degree;
 - b. Take comprehensive examinations required as part of completion of a graduate degree program;
 - c. Defend a doctoral dissertation or a master's thesis.
3. A professional employee who is required to appear in any legal proceedings connected with his/her employment with the District may be absent without loss of pay.
4. Official delegates of the Association will be granted up to two (2) days of paid leave to attend the Delegate Assembly of the Idaho Education Association. In addition, the Association may send representatives to other local, state, or national conferences or on other business pertinent to Association affairs. These representatives may be excused with

pay, upon Association request, and with District approval. The Association shall give ten (10) days prior notice to the Superintendent or designee, except in extenuating circumstances.

L. Public Service Leave

1. A professional employee elected or appointed to the Idaho State Legislature, for which the required commitment is less than full-time, shall be granted leave with pay and benefits for those days or portions of days requiring absence for the purpose of performing the duties of office during the legislative session.
2. Whenever the professional employee is compensated for duties accompanying release time and whenever the daily compensation rate is less than the District's daily compensation rate for the professional employee, the District shall pay the difference to the professional employee.
3. In the event the professional employee must participate in legislative duties before the legislative session begins (September through December), or after the legislative session ends, the professional employee shall receive pay and benefits at his/her daily rate for days or portions thereof, not to exceed fifteen (15) days. Thereafter, the professional employee shall pay the cost of the substitute for additional days or portions thereof.
4. Under no circumstances will the employee's compensation by the District and Legislature exceed the employee's contracted District salary.
5. All rights of renewable contract status, retirement, accrued sick leave, salary schedule placement, and other benefits provided herein shall be preserved and available to the professional employee upon returning to the District.
6. Requests for absence(s) shall be made known to the professional employee's building administrator as early as possible.

M. Extended Leaves

1. A professional employee may be granted a leave of absence without pay for up to one (1) year. A professional employee returning from this extended leave shall be assigned to a position at the same school and the same teaching field, if available, as that which he/she held before the leave. Up to one (1) additional year may be granted with approval of the Superintendent. All rights of renewable contract status, retirement, accrued sick leave, salary schedule placement and other benefits provided herein shall be preserved and available to the professional employee upon his/her return to the District.
2. Leaves of absence without pay for professional development employment opportunities that are mutually beneficial to the employee and the District may be granted by the Superintendent for up to one (1) year. As a general rule, the District will not grant requests in which the employee wishes to take the same, a very similar, or an administrative position in another school district. A professional employee returning from this extended leave shall be assigned to a position at the same school and the same teaching field, if available, as that which he/she held before commencement of the leave. All rights of renewable contract status, retirement, accrued sick leave, salary schedule placement and other benefits provided herein shall be preserved and available to the

professional employee upon his or her return to the District. A professional employee who participates in District-provided insurance programs may continue to participate during the leave of absence by paying the premiums for such insurance coverage. Payments must meet COBRA regulations.

3. For all extended leaves the employee shall notify the Superintendent of his or her intent to return or not to return to the District by March 1 or by a date mutually agreed to by the Superintendent and the employee. Failure of the employee to meet the notification of intent deadline will release the District from any obligation to continued employment of the employee.

N. Securing Substitutes

A principal, or his/her designee, shall contact, arrange for, or secure a substitute after notification by the professional employee that he/she is unable to perform his/her duties.

O. Misuse of Leave

1. In the event that a professional employee violates or misuses any leave policy, or misrepresents any statement or condition with respect to the use of the policies of this Contract, he/she may be subject to reprimand and/or forfeit of pay for the day or days absent. If it is found that the professional employee continues to violate any leave policy contained in this Contract after having been reprimanded, the Board may take appropriate disciplinary action.
2. Paid sick leave is not available to any professional employee while on unpaid leave status.

P. Association President's Leave

The Association president shall be allowed a leave of absence for his/her term of office with salary and benefits to be paid by the Association for the time that the president is released from teaching duties. The District shall reimburse the Association the cost of salary and benefits of a first year teacher (B.A., 1.0 experience). Said leave of absence shall count towards retirement and all other purposes of the Master Contract. All rights of renewable contract status, retirement, accrued sick leave, salary schedule placement and other benefits provided herein shall be preserved and available to the Association President in the event he/she chooses to return to the District as a professional employee at the conclusion of his or her term of office. If the Association President chooses to return from his or her leave of absence, he/she shall be assigned to a position at the same school, the same teaching field, if available, as that which he/she held before becoming the Association president.

ARTICLE III – INSURANCE

- A. For the 2011-2012 school year, the District shall provide, at no premium cost to the professional employee who is employed on a full-time equivalency (FTE) contract, the following:
 1. Employee hospital, surgical, and major medical coverage.
 2. Employee dental coverage.

- 3. Employee vision coverage.
- 4. An employee \$50,000 group term life policy, with \$50,000 AD&D and spouse and dependent term life coverage.

B. A professional employee working a one-half (0.5) FTE or greater contract but less than one whole (1.0) FTE shall pay 100% of the employee's share of the pro-rated premium based on his/her FTE (excluding dependent coverage).

Examples:

- 1. A 0.5 FTE professional employee in the District would be responsible for the following premium cost:

District Pays	Employee Pays
50%	50%

- 3. A 0.67 FTE high school teacher (working 4 periods of a day) would be responsible for the following premium cost:

District Pays	Employee Pays
67%	33%

- 3. A 0.57 FTE junior high teacher (working 4 periods of a 7 period day) would be responsible for the following premium cost:

District Pays	Employee Pays
57%	43%

- 4. The District will make every reasonable effort to assist part-time employees, upon request, in securing full-time positions, when available, in order to preserve payment of benefits by the District. Preference will be given to securing full-time positions for current part-time employees whenever feasible, and as certification and endorsements allow.

C. The District shall establish a voluntary Cafeteria Plan (IRS Section 125) for all professional employees including a Medical Reimbursement Plan and a Dependent Care Assistance Plan. These plan documents are part of this Contract by reference and shall not be changed except by mutual consent. The plan will adhere to federal guidelines.

D. As part of the Cafeteria Plan, a professional employee may elect to have his/her salary reduced by the amount needed to purchase fringe benefits from the optional benefits available.

E. Insurance benefits for a new professional employee will start on October 1, or the first day of the month immediately following thirty (30) days of employment in the case of a professional employee hired after September 1. This shall apply only to a professional employee who has completed the information necessary to establish insurance coverage prior to the twenty-fifth (25th) day of the month in which employment begins. If a professional employee resigns during the school year, his/her insurance coverage will cease thirty (30) days after the end of the month in which the resignation takes place. A

professional employee who requests and receives a lump sum payment will receive insurance coverage for thirty (30) days after the lump sum payment.

1. A professional employee has thirty (30) days from the date of employment to make application for personal or dependent care coverage. If this deadline is not met, a professional employee who did not elect dental or health coverage at that time may apply for health or dental coverage only on a health statement basis satisfactory to the appropriate insurance carrier. A professional employee has thirty (30) days from the date of a qualifying event (e.g. birth, adoption, and marriage) to add new dependents to the coverage.
- F.** An insurance committee shall be established and shall be comprised of three (3) members appointed by the Association and three (3) members appointed by the District. The committee shall analyze, compare, investigate and aid in the administration of the group policies and companies to ensure benefits, cost containment and premiums. Amendments to plans and selection of carriers shall be made by the committee. Changes in the insurance programs agreed to by the committee shall be binding on this Contract.
- G.** Any additional fringe benefits shall be compatible with the payroll system.

ARTICLE IV – COMPENSATION

A. Salary and Benefits for the 2011-2012 School Year

For the 2011-2012 school year the District will:

1. Fund the following salary schedule that reflects a 185 day contract year. No increases for employee experience will be paid for the 2011-2012 school year; no increases for education credits submitted after February 1, 2010 will be paid for the 2011-2012 school year.
2. Provide professional employees a one-time base salary payment up to 1.5% in increments of .5, .75, 1.0, and 1.5%, if there are unexpended budgets over \$2 million for the 2010-2011 school year. This payment will be a one-time payment made in December, 2011.
3. Fully fund the District's share of employee health, vision, dental and life insurance benefits.
4. Fully fund the benefits/payroll taxes relevant to the above.
5. Make a good faith effort to allow professional employees to "catch up" to their appropriate placements on the salary schedule, and to restore the contract days removed from the employee work year when funding becomes available, thus making employees "whole." This may include, but not be limited to, salary compensation and work days.

**INDEPENDENT SCHOOL DISTRICT OF BOISE CITY
BOISE, IDAHO
BASIC SALARY SCHEDULE (Index \$ 25,960) BASED ON 185 DAYS
TEACHER - COUNSELOR - NURSE CERTIFIED SALARY SCHEDULE
2011-2012**

YRS EXP	I BA	II BA+9	III BA+15	IV BA+30	V BA+45 or MA	VI MA+9	VII MA+15	VIII MA+30
0	31,558	31,864	32,172	32,482	32,814	33,133	34,790	36,530
1	31,864	32,172	32,482	32,814	33,133	34,790	36,530	38,357
2	32,172	32,482	32,814	33,133	34,790	36,530	38,357	40,275
3	32,482	32,814	33,133	34,790	36,530	38,357	40,275	42,289
4	32,814	33,133	34,790	36,530	38,357	40,275	42,289	44,403
5	33,133	34,790	36,530	38,357	40,275	42,289	44,403	46,623
6	34,790	36,530	38,357	40,275	42,289	44,403	46,623	48,954
7	36,530	38,357	40,275	42,289	44,403	46,623	48,954	51,402
8	38,357	40,275	42,289	44,403	46,623	48,954	51,402	53,972
9	40,275	42,289	44,403	46,623	48,954	51,402	53,972	56,671
10	42,289	44,403	46,623	48,954	51,402	53,972	56,671	59,505
11**			48,954	51,402	53,972	56,671	59,505	62,480
					55,591			
Career Step**							65,604	
<p>*For initial placement on this schedule, teachers new to the District may not be placed higher than the eleventh step. **See Article IV, C: After being on the eleventh step of the MA+30 lane for two years, professional employees will be advanced to the career step. Bi-Tech #20 - based on 185 days Rev. 5/9/11 – sh</p> <p>Credits earned beyond the BA Degree and which are in the field of education, or toward an advanced degree, or in the individual's major/minor field of study will be recognized for placement and/or advancement on the salary schedule, except for those credit hours required by the State Department of Education for initial teacher certification. For placement on the salary schedule at the MA + level, credits earned must be subsequent to a Masters degree received after initial state certification. In the case of a professional employee who has accepted an extra-curricular assignment, physical education credits shall be recognized for the advancement on the salary schedule, regardless of the professional employee's major or minor field, with the following provisions: [1] athletic coaches may only count credits which are identified as physical education credits on the official transcript; [2] no more than three physical education credits will be used for advancement on the salary schedule; and [3] only physical education credits earned after being employed by the Boise School District may be used for advancement on the salary schedule.</p> <p>Note: In determining the education factor, only credits earned after the initial certification, shall be allowed. Salary schedule reflects early career increments as per Article IV in the Master Contract.</p>								

B. Professional Degrees Beyond the Masters Degree:

1. A professional employee who earns an Educational Specialist Degree or two (2) or more Masters Degrees shall be paid a yearly stipend of \$1500.

2. A professional employee who earns a Doctoral Degree shall be paid a yearly stipend of \$2400.

C. Career Step

After being on the eleventh (11th) step of the MA+30 lane for two (2) years, a professional employee will be advanced to the career step. This career step is to be paid to the professional employee in addition to other salary increases which occur on the salary schedule.

D. Early Career Increment

In addition to being compensated in accordance with the basic salary schedule, early career employees will receive an early career increment as outlined in Table 1. The early career increment is calculated on the base salary for that year and then added to the professional employees' step on the salary schedule. The published salary schedule reflects the early career increment added to the base schedule.

Table 1: 2011-2012 Early Career Increment

YRS EXP	I BA	II BA+9	III BA+15	IV BA+30	V BA+45 or MA
0	21.56% (\$5,598)	16.89% (\$4,606)	12.41% (\$3,551)	8.09% (\$2,430)	3.99% (\$1,259)
1	16.89% (\$4,606)	12.41% (\$3,551)	8.09% (\$2,430)	3.99% (\$1,259)	0
2	12.41% (\$3,551)	8.09% (\$2,430)	3.99% (\$1,259)	0	
3	8.09% (\$2,430)	3.99% (\$1,259)	0		
4	3.99% (\$1,259)	0			
5	0				

Table 2: 2011-2012 Basic Salary Schedule

YRS EXP	I BA	II BA+9	III BA+15	IV BA+30	V BA+45 or MA	VI MA+9
0	26,960	27,258	28,621	30,052	31,555	33,133
1	27,258	28,621	30,052	31,555	33,133	
2	28,621	30,052	31,555	33,133		
3	30,052	31,555	33,133			
4	31,555	33,133				
5	33,133					

E. In District Increment

1. Commencing with the professional employee's 25th year or more in a certificated position in the Boise District, the employee will become eligible for an in-district career increment.

It is agreed that leaves of absence in excess of one (1) semester approved by the District shall not be counted as a year of service.

2. All eligible professional employees, as defined above, will receive the following:
 - a. A \$500 yearly stipend, beginning his/her 25th year of employment in the District;
 - b. A \$1,000 yearly stipend, beginning his/her 26th year of employment in the District;
 - c. A \$1,500 yearly stipend, beginning his/her 27th year or more of employment in the District.

For the 2011-2012 school year, the parties agree to the following:

F. Revenue

Continuing through the 2011-2012 school year, the Boise School District will reserve and/or dedicate 83% of budgeted revenue in each of those years to be used for salary and benefits. The following revenue within the general fund will be included in the calculation:

1. Salary Based Apportionment
2. Benefits Apportionment
3. Discretionary Distribution Factor Money
4. Vocational Program Funds minus supply allocation
5. Revenue in Lieu of Taxes
6. Property Tax Revenue, including delinquent taxes, excluding judgment and tort property taxes
7. Earnings on Investment

Exceptions from the calculation for additional revenue:

1. Transportation
2. Exceptional Contracts and Tuition Floor
3. Governor's Initiative
4. Early Retirement Payout
5. Substance Abuse Funds
6. Technology Grants
7. Grants-Innovative Teacher
8. Idaho Reading Initiative
9. LEP Special Distribution
10. Teacher Training – Least Restrictive
11. Gifted and Talented
12. Achievement Standards Implementation
13. Annual Contract Support Program
14. Classroom Supplies
15. Any specifically state earmarked money for special projects

G. Unexpended Budgets

Continuing through the 2011-2012 school year, the Boise School District will reserve and/or dedicate 70% of any General Fund unexpended budgets and/or savings in each of those years to be used by the Joint Negotiations Team for salary and benefits.

The following programs will be included in the calculation of unexpended budgets:

1. Elementary School Program
2. Secondary School Program
3. Alternative School Program
4. Exceptional Child Program
5. Preschool Exceptional Program
6. Gifted & Talented Program
7. Interscholastic Program
8. School Activity Program
9. Adult School Program
10. Detention Center Program
11. Attendance/Guidance/Health Program
12. Special Services Program
13. Educational Media Program
14. School Administration Program
15. Business Operation Program
16. The following individual budgets will be included in the calculation: Community Education, Electricity, and Heat.

The following programs will be excluded from the unexpended budget calculations:

1. Summer School Program
2. Board of Education Program
3. District Administration Program
4. Central Service Program
5. Buildings-Care Program
6. Maintenance-Buildings & Equipment
7. Maintenance-Grounds
8. Security Program
9. Transport-School Program
10. Food Services Program
11. Community Services Program
12. Capital Assets Program
13. Debt Services Program-Principal
14. Debt Services Program-Interest
15. Debt Services-Refunded Debt
16. Individual budgets for exceptional child contracts, property and liability insurance, RAP, and parent education will be excluded from the unexpended budget calculation.

H. Professional compensation for licensed registered nurses with an Idaho School Nurse Certificate and employed in the District prior to September 1, 1986, shall be equivalent to a BA degree. A professional employee with this certificate and/or license shall be allowed to move horizontally, with additional appropriate credits, and vertically on the salary schedule. To move beyond the BA +45 column the licensed registered nurse shall have obtained a Masters Degree.

I. *This section is suspended for the 2011-2012 school year.* A professional employee completing academic requirements for advancement on the basic salary schedule will have his/her contract rewritten to reflect a full year earned increment, provided official transcripts are submitted to the Human Resources Department no later than November 1st.

1. Official transcripts received after November 1 and no later than February 1 will be accepted for advancement on the basic salary schedule on a prorated basis. Advancement shall become effective on the date said transcript is received in the director's office.
2. Official transcripts received after February 1 will be accepted for advancement on the basic salary schedule commencing with the contract issued at the beginning of the following school year.
3. Proof of re-certification shall be the certificate.

J. A professional employee who has worked full-time in the District for a period of time equivalent to one (1) semester (as designated in the official school calendar) shall be advanced one (1) step on the salary schedule for the following year. In the event semesters are not of equal length in any one (1) school year, time equal to the shorter semester will qualify the professional employee for advancement on the salary schedule.

K. A professional employee working less than nine (9) months, or working a full nine (9) months but less than a full day shall be compensated on a pro-rata basis. A professional employee working part of a seven (7) period day in junior high will be paid one-seventh (1/7) of their daily salary for each period worked. A professional employee working part of a six (6) period day in senior high will be paid one-sixth (1/6) of their daily salary for each period worked. Where the working day is not comprised of instructional periods, the length of the working day shall be determined by the number of instructional hours the professional employee is required to be present in the building.

L. Itinerant Specialists and Traveling Teachers

1. Itinerant Specialists

- a. Travel is built into the schedule and such specialists will be reimbursed at the allowable rate for mileage accumulated as a result of job assignment travel. Such mileage reimbursement will be on the employee's personal vehicle.

2. Traveling Teachers

- a. Depending on the distance between the schools to which the teacher is assigned said teacher may be paid for a prep period or a lunch period. As a general rule, a teacher will not be assigned to more than two (2) buildings. Every effort will be made to schedule the required travel adjacent to the teacher's lunch or prep period. If the distance between the two (2) buildings is such that no more than 15 minutes of travel time is required, the teacher will not be paid for his or her travel or prep period. Each traveling teacher will be reimbursed for mileage at the allowable rate (IRS guideline).
- b. If the travel between the two (2) buildings normally takes longer than fifteen (15) minutes, the district will pay the teacher for a travel period. Mileage will also be reimbursed at the allowable rate.
- c. Any disputes that may arise related to this policy shall be reviewed by the area directors whose decision is final.

- M. A teacher aide, for purposes of this agreement, is defined as a person, certificated or uncertificated, employed by the District to assist a teacher or teachers in the classroom. Certificated personnel employed full-time by the District with full teacher responsibility for a classroom will be paid a regular teacher's salary as determined by the year in which such teacher is employed. Intern teachers in an established college or university program will be exempted from this provision.
- N. It is agreed that a counselor assigned to one (1) or more activities not included in his/her job description or normal working day shall be compensated on the same basis as other professional employees accepting the same or similar assignment. The maximum contractual days for a counselor in the District are two hundred seven (207).
- O. A professional employee covered by this Contract shall be admitted free to any high school activity within the District over which the District has control upon presentation of a courtesy ticket provided by the District.
- P. The District agrees to provide, at no cost to the professional employee and his/her eligible dependents, an independent, confidential, and voluntary Employee Assistance Program (EAP) designed to help handle personal issues which may include, but are not limited to stress, family strife, emotional illness, substance abuse, compulsive behavior, financial pressures, and legal conflicts.
- Q. All professional employees on the teacher's salary schedule, psychologists, and social workers shall be reimbursed the per mile rate according to federal guidelines for required travel within the District during normal working hours.
- R. The term "credit hour" as used in this Contract shall mean a semester hour of credit earned in or through an accredited college or university, or a quarter hour of credit earned in or through an accredited college or university which has been or will be converted to a semester hour of credit.
- S. A certificated librarian who has previously served as a library media assistant may be given credit on the salary schedule.

T. Psychologists' and Social Workers' 2011-2012 Salary Schedule

- 1. The following factors are used in the computation of such salaries:

EXPERIENCE FACTOR

<u>Years Experience</u>	<u>Experience Factor</u>
0	.990
1	1.018
2	1.043
3	1.064
4	1.080
5	1.094
6	1.106

7	1.117
8	1.127
9	1.135
10	1.142
11	1.148
12	1.153
13	1.157
14	1.160

RESPONSIBILITY FACTOR

Psychologist	+ .115
Social Worker	+ .045

EDUCATION FACTOR

MA	+ .01
MA + 9	+ .02
MA + 15	+ .04
MA + 30	+ .05
MA + 60, Spec. or Dr.	+ .06

2. Explanation of the application of this formula: Multiply the base by the appropriate combined factors and by the number of days employed to determine the total annual salary.

U. Payroll checks shall be issued on or about the 25th of each month.

V. Each professional employee shall receive his/her contract salary in twelve (12) payments, unless:

1. Employment begins during the school year;
2. The employee resigns prior to the end of the school year;
3. The employee resigns and requests a lump sum payment; or,
4. Extenuating circumstances intervene.

W. All credits in the field of education or professional-technical training earned beyond the initial limited, standard, or advanced Occupational Specialist Certificate where specific degree-granting occupational teacher education programs do not exist, will be recognized for placement and/or advancement on the salary schedule, providing said employee is employed by the District in a position that requires an Occupational Specialist Certificate.

1. For every fifteen (15) hours of course work relevant to professional-technical

training (such as OSHA, Hazardous Waste, I.C.A.R., General Motors Training, ACDelco Service Training, American Welding Society, Etc.) and for every fifteen (15) hours of course work or training when meeting requirements of related state agencies, one (1) credit will be granted and recognized for placement and/or advancement on the salary schedule.

2. Official transcripts or verification of completed course work, applicable training, or credits must be submitted by the issuing/responsible agency(s) to the District Employee and Benefits Office. To move beyond the BA +45 or MA column, the Occupational Education employee shall have obtained an Advanced Occupational Specialist Certificate.

X. Professional Development Stipend

The Board agrees to provide each professional employee a sum equal to 1.132% of the average classroom teacher's salary of the State of Idaho for the preceding year for professional activities. That sum of money shall be paid to each professional employee in twelve (12) equal monthly installments, commencing in September. A professional employee hired by the District on or after November 1 shall receive a pro-rated sum based upon his/her date of employment, paid in increments through the end of the contract year. However, a professional employee who does not complete the contract year shall not receive any pro-rata increments after his/her last day of employment. It is agreed that membership in any professional organization(s) is not a condition of employment.

ARTICLE V – SUPPLEMENTAL COMPENSATION

- A. A professional employee assigned one (1) of the following extra-curricular activities shall be compensated according to the criteria and base amounts listed below. The calculation shall be made as follows: Education Index + Experience in Specific Sport Index + Participant Index + Season Length Index X Base Rate = Total + Base Rate = Extra Curricular Activity Compensation. Placement on the indexes is related to the specific activity and will change whenever the activity changes.

1. Criteria – Areas that are considered under the base rate:

- Risk of Injury
- Pressure
- Travel
- Budgeting
- Number of Assistants

2. Education (Related to Athletic/Sports Education Field)

<u>Number of Credits</u>	<u>Index</u>
1-3	.025
4-6	.050
7-9	.075
10-12	.100

13-15	.125
16-18	.150

3. Experience in Specific Sport

<u>In-District Years</u>	<u>Out of District Years</u>	<u>Index</u>
0	0	.000
1	1-2	.039
2	3-4	.078
3	5-6	.117
4	7-8	.156
5	9-10	.195
6	11-12	.234
7	13-14	.273
8	15-16	.312
9	17-18	.351
10	19-20	.390
11	21-22	.429
12	23-24	.468
13	25-26	.507
14	27-28	.546
15	29-30	.585
16	31-32	.624
17	33-34	.663
18	35-36	.702
19	37-38	.741
20	39-40	.780
21	41-42	.819
22	43-44	.858
23	45-46	.897
24	47-48	.936
25	49-50	.975

4. Participants

<u>Number of Participants</u>	<u>Index</u>
0-15	.025

21

16-30	.050
31-45	.075
46-60	.100
61-75	.125
76-100	.150

5. Season Length

<u>Weeks</u>	<u>Index</u>	<u>Weeks</u>	<u>Index</u>
0-7	.025	12	.150
8	.050	13	.175
9	.075	14	.200
10	.100	15	.225
11	.125	16	.250

6. **For all coaches currently in the Index plan:**

In addition to coaching compensation as determined by supplemental compensation criteria (participants, education, season length, experience, sport activity base rates, etc.) all coaches in the Index plan will receive annual increases on their previous coaching compensation equivalent to the increase on the base salary on the District salary schedule.

7. **For all grandfathered coaches:**

All coaches not currently compensated on the Index plan will receive annual increases on their previous coaching compensation for the sport(s) in which they were grandfathered, equivalent to the increase on the base salary on the District salary schedule.

8. The District Athletic Coordinator may grant a coach a leave of absence without pay from his/her coaching assignment(s) for a period of one (1) season for reasonable cause. Said coach will retain rights to his/her assignment and compensation level upon his/her return.

9. A coach who leaves a coaching assignment or assignments, and later resumes coaching the same position, shall be compensated at his/her compensation rate when he/she left the position, or at his/her indexed level for that position, whichever is greater.

10. **Head Athletic Trainer:**

- a. Head Athletic Trainers will have three (3) years to become vocationally certified. Head Athletic Trainers' contract day will start with a period three prep period and will continue until all extra-curricular activities for the day have concluded.
- b. The Head Athletic Trainer, in addition to his/her contracted salary, will receive an extra-curricular stipend as outlined in the following table:

Athletic Trainers			
Years of Experience	Head Certified Athletic Trainer 12 months BOC Certified Idaho State Board of Medicine Athletic Training License	Assistant Certified Athletic Trainer 10 months BOC Certified Idaho State Board of Medicine Athletic Training License	Non-Certified Training Assistant 10 months Assistant must be a Licensed EMT or Licensed PT
0-3	\$8,000	\$5,500	\$3,500
4-6	\$8,500	\$6,500	\$4,000
7-9	\$9,000	\$7,500	\$4,500
10-12	\$9,500	\$8,500	\$5,500
13+	\$10,500		

c. Providing there is money budgeted for the professional travel, the Boise Independent School District will pay expenses including registration, meals, lodging, and transportation for each Head Athletic Trainer to attend the annual NATA conference for the purpose of maintaining NATA certification.

d. It is the intent of the Boise Independent School District to employ two (2) athletic trainers per high school. When only one (1) athletic trainer is employed at a high school the District will make every effort to hire a second athletic trainer.

11. High School and Junior High School Athletic Directors

Secondary Athletic Directors		
Years of Experience	HSAD*	Asst. HS & JHS AD*
0-3	\$7,500	\$2,625
4-6	\$8,500	\$2,975
7-9	\$9,500	\$3,325
10-12	\$10,500	\$3,675
13+	\$11,500	\$4,025

*The High School, Assistant High School and Junior High Athletic Directors' stipends reflect their summer responsibilities and other duties as assigned.

12. High School/Junior High/Elementary Base Amounts

Sports/Activity	Base	
	Girls	Boys
Varsity Head Baseball/Softball	1,500	1,500
Varsity Asst. Baseball/Softball	1,050	1,050
Sophomore Head Baseball/Softball	1,150	1,150
Sophomore Asst. Baseball/Softball	1,000	1,000
Varsity Head Basketball	2,500	2,500

Varsity Assistant Basketball	1,050	1,050
Junior Varsity Basketball	1,150	1,150
Sophomore A Basketball	1,150	1,150
Sophomore B Basketball	1,000	1,000
9 th Grade A Basketball	1,050	1,050
9 th Grade B Basketball	850	850
8 th Grade A Basketball	950	950
8 th Grade B Basketball	800	800
Varsity Head Football	-----	3,300
Varsity Asst. Football	-----	1,450
Sophomore Head Football	-----	1,475
Sophomore Asst. Football	-----	1,400
9 th Grade Head Football	-----	1,050
9 th Grade Asst. Football	-----	850
8 th Grade Head Football	-----	950
8 th Grade Asst. Football	-----	675
Varsity Head Soccer	1,500	1,500
Junior Varsity Soccer	1,150	1,150
Varsity Head Volleyball	1,500	-----
Junior Varsity Volleyball	1,150	-----
Sophomore Volleyball	1,150	-----
9 th Grade A Volleyball	1,050	-----
9 th Grade B Volleyball	950	-----
8 th Grade A Volleyball	950	-----
8 th Grade B Volleyball	800	-----
7 th Grade A/B Volleyball	575	-----
7 th Grade C/D Volleyball	575	-----
Varsity Head Wrestling	-----	1,500
Varsity Asst. Wrestling	-----	1,150
8 th /7 th Grade Head Wrestling	-----	950
8 th /7 th Grade Asst. Wrestling	-----	800
<u>Sports/Activity</u>		<u>Base</u>
Varsity Head Track		1,500
Varsity Asst. Track		950
Junior High Assistant Track		925

Varsity Head Tennis	1,500
Junior Varsity Tennis	1,150
9 th Grade Tennis	700
8th Grade Tennis	350
7 th Grade Tennis	350
Varsity Head Golf	950
Varsity Assistant Golf	500
Junior High Golf	350
Varsity Cross Country	1,500
Varsity Asst. Cross Country	950
Junior High Cross Country	875
Elementary Boys' Basketball	650
Elementary Girls' Basketball	650
Elementary Track	650
Elementary Athletic Representative	500

- B.** A professional employee assigned one (1) of the following extra-curricular activities shall be compensated according to the following schedule. The appropriate percentage shall be applied to the previous year's salary schedule.
- C.** The supplemental compensation index of a professional employee placed in a new position on this schedule during the term of the contract shall be determined by the District for the remainder of the length of the contract.

High School

Band	.140	Drill Team	.070
Cheerleaders	.070	Orchestra	.080
Debate	.080	Music (vocal)	.080
Drama	.025 *	Newspaper	.080
(Assistant)	.015 **	Pep Club	.030
Yearbook	.080		

*Per major production with a maximum of .10

**Per major production with a maximum of .06

Junior High

Yearbook	.020	Honor Orchestra	.045
Band	.070	(Assistant)	.025
Drama	.020	Music (vocal)	.050
Cheerleaders	.045	Newspaper	.020

Honor Band	.045	Orchestra	.060
Elementary			
Honor Band	.045	Instrumental Music	.040
(Assistant)	.025	Music Specialist	.040
Honor Chorus	.045	Safety Patrol	.020
	(Assistant)	.025	

D. Other

Department Chairs High School (Core Curriculum)	\$1500 per chair
Department Chairs Junior High (Core Curriculum)	\$1200 per chair
Each High School (elective Dept. Chairs and Head Counselors)	\$5760 per school
Each Junior High (elective Dept. Chairs)	\$3600 per school
Academic Decathlon Coaches	\$500 per school
Student Council High School	\$800
Student Council Junior High	\$400

E. Technology Coordinators

1. Each school will receive \$2500 per authorized technology coordinator towards the payment of a stipend. The building's technology coordinator funding allocation will be distributed by the principal after consultation with the building's technology coordinator(s).
2. A principal choosing to use more coordinators than authorized will divide the stipend among the number of coordinators the principal chooses to use after consultation with the building technology coordinator(s).

School Size	Minimum # of Coordinators
High School >1200	4
High School <1200	3
Jr. High	2
Elem. School >450	2
Elem. School <450	1
Alternative Schools	1

3. Each School District Technology Coordinator will be allotted five (5) days per school year professional leave in order to work exclusively on technology issues. These days are considered to be school-wide days for use by any and all of the coordinators in a building.
4. It is the Joint Technology Committee's intention that all District personnel are made aware of their responsibilities as they relate to technology support.

F. New Employee Orientation Meeting(s)

A professional employee new to the District is required to attend the new employee orientation meeting(s) before the opening of school. The new professional employee shall be paid a stipend of one hundred dollars (\$100) per orientation day.

G. Part-Time Employee Stipend

A professional employee working part-time shall receive an annual teaching allowance of two hundred fifty dollars (\$250).

H. Test Administrators Stipend

The Boise School District will budget for training and paying a cadre of facilitators who will administer IRI, CBM, and IELA tests.

ARTICLE VI – GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a complaint that there has been a violation or misinterpretation of the terms of this contract or of those delineated in the Certified Employee Handbook.
2. An “aggrieved person” is a professional employee or professional employee asserting a grievance.
3. A “party in interest” is a professional employee or professional employees who might be required to take action or against whom action might be taken in order to resolve a grievance.
4. A “day” as used in this Grievance Procedure means any day school is in session within the regular school year as shown on the official school calendar. If the grievance extends beyond the regular school year, a “day” means any day, Monday through Friday, exclusive of holidays.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may, from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. 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 and having the grievance adjusted, provided the adjustment is consistent with the terms of this Contract and the Certified Employee Handbook.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall constitute the maximum and every effort will be made to expedite the process. Time limits herein designated may be extended by mutual agreement between the Association and the Superintendent, or designee.
2. If a grievance is filed which might not be finally resolved at Level IV under the time limits set forth herein prior to the end of the school year, the time limits set forth herein may, by mutual agreement, be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as is practicable.
3. A written grievance shall meet the following specifications:
 - a. It shall be specific.
 - b. It shall contain a synopsis of the facts giving rise to the violation or misinterpretation.
 - c. It shall contain the specific section of this Contract or of the Certified Employee Policy Handbook, which has allegedly been violated.
 - d. It shall state the relief requested.
 - e. It shall contain the date of the alleged violation.
 - f. It shall be signed by the grievant.
4. Whenever two (2) or more professional employees allege a common violation or misinterpretation of the terms of this Contract or of the Certified Employee Handbook, they and the District may mutually agree to resolve said grievances by joining said grievances together as one (1) grievance. Said grievance may be pursued by the grievants through final and binding arbitration, with the results binding on all the grievants.
5. If the District and the grievants agree to resolve the common grievances by joining the grievances together as one grievance, those professional employees joining their grievances together into one (1) grievance shall notify the Superintendent, or designee, of such action, and the Superintendent, or designee, shall, within five (5) days of the receipt of such written notification, inform the professional employees involved, in writing of an appropriate administrator who shall serve as the hearing officer at Level I. If the common grievances have progressed beyond Level I and are then joined together as provided, a hearing officer will be appointed at Level II.
6. The District and the grievant(s) may mutually agree to waive any level of the grievance procedure and proceed to the next higher level.
7. The grievance form shall be filed separately from the personnel file of the professional employee.

D. Level I

1. A grievance must be initiated within thirty (30) days following knowledge of the act or condition which is the basis for the complaint. The professional employee shall present his/her grievance to his/her principal or appropriate administrator in writing.
2. The principal or appropriate administrator shall arrange for a meeting to take place within three (3) days following personal receipt of the grievance. The written grievance may be presented to and discussed with the principal or appropriate administrator by the grievant alone, or upon his/her request, by the grievant, the principal and a representative of the Association.
3. The appropriate administrator shall provide the grievant and the Association with a written answer to the grievance within two (2) days after the meeting. Such answer shall include the reasons upon which the decision was based.

E. Level II

1. If the grievant is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within four (4) days after the hearing, then within three (3) days the grievance may be referred to the Superintendent or his/her designee.
2. Within five (5) days of receipt of the appeal, the Superintendent or his/her designee shall arrange for a hearing with the grievant, who has the right to be accompanied by a representative of the Association. 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.
3. Upon conclusion of the hearing, the Superintendent or designee will have ten (10) days to provide a written decision, together with the reasons for the decision, to the grievant and the Association.

F. Level III

1. Within four (4) days following the written decision of the Superintendent or his/her designee, or if no decision has been rendered within ten (10) days following the hearing at Level II, the grievant may appeal his/her grievance to the Association.
2. The Association shall arrange for a hearing with the grievant and a hearing committee appointed by the Executive Board of the Association of no less than three (3) members within five (5) days.
3. Upon conclusion of the hearing, the president of the Association will have four (4) days to provide the Association's decision as to whether or not the grievance shall be referred to Level IV.

G. Level IV

1. If the hearing committee appointed by the Executive Board of the Association as provided for in Level III determines that the grievance should proceed to Level IV, the Association shall request arbitration in writing to the Superintendent, or designee, within eight (8) days following the deadline for a decision at Level III.

2. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of five (5) arbitrators shall be made to the Federal Mediation and Conciliation Service. Each party shall strike two (2) names. The remaining name on the list shall serve as the arbitrator.
3. If a question arises as to the arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.
4. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before completion of Level III meetings.
5. The arbitrator selected will confer with the representatives of the District and the Association and hold hearings promptly. The arbitrator's decision will be in writing, unless mutually agreed otherwise, and will set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this agreement. The decision of the arbitrator shall be submitted to the District and the Association and subject to laws, shall be final and binding.
6. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, if any, and the cost of the hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.
7. The provisions of the Uniform Arbitration Act (Chapter 9, Title 7, Idaho Code) apply to this agreement.

H. Association Right When A Grievance Has Been Discontinued

The Association on its own may continue and submit to arbitration any grievance filed and later dropped by a grievant within ten (10) days of notification of the decision to discontinue the grievance, if the grievance has been processed through Level II.

ARTICLE VII – SAVINGS CLAUSE

Should any part of this agreement be found to be in conflict with federal or state law or regulation of either the State Board of Education or the State Department of Education, said portion or portions of this agreement shall be deemed invalid. Such other portions of the agreement which do not conflict with such laws, policies, rules, or regulations, shall be valid and binding upon the parties to the agreement. Upon written request of either party, the parties, within thirty (30) days following the written request, will commence negotiation on the invalid provision and make a good faith effort to remedy the invalid provision.

ARTICLE VIII – AGREEMENT TO NEGOTIATE AND BARGAIN COLLABORATIVELY

The Board and the Association agree to negotiate within a maximum of thirty (30) days (or as determined by Idaho statute) of receipt of the written request of either party. Additionally, the parties agree that they will continue to bargain collaboratively on issues of concern to either party, including but not limited to the scope of this agreement during the term of this agreement.

ARTICLE IX – AMENDMENTS

Amendments, as defined in Article I, shall not be binding upon either party unless executed in writing by both parties hereto and ratified by both the Board and the Association. Amendments to the Master Contract shall only be effective from and after ratification. Amendments shall mean a change, correction, or revision in the terms of this Master Contract.

Amendment Ratification Process

The District and the Association agree that:

- A.** Pursuant to Article VIII, Agreement to Negotiate and Bargain Collaboratively, of the Master Contract, the parties will bargain collaboratively on issues of concern to either party at monthly meetings allocated for this purpose. It is in the interest of both the District and the Association to bargain collaboratively in good faith.
- B.** When tentative agreement is reached on amendments to the Master Contract as a result of the year-round collaborative bargaining process during the term of the contract, such agreements shall be made in writing and submitted for ratification to the Board and the Association during months of May and December, respectively, or at a time mutually agreed upon by the District and the Association. Amendments to the Master Contract may include any issue subject to bargaining under the terms of the current Master Contract.
- C.** The parties further agree that no later than April 1 of each year a subcommittee, comprised of at least one (1) member of the District's Collaborative Bargaining Team and at least one member of the Association's Collaborative Bargaining Team, will be appointed to meet with the Deputy Superintendent for the purpose of reviewing the District's revenue estimate. Subsequent to review of the revenue estimate, the District and the Association, through their Collaborative Bargaining Teams, agree to bargain collaboratively salaries and benefits for the ensuing contract period.
- D.** The parties further agree that after salaries and benefits are bargained, other matters subject to bargaining as defined in Idaho Statute will continue to be collaboratively bargained.

ARTICLE X – 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.

ARTICLE XI – AGREEMENT

This agreement having been ratified by both the Board and the Association shall be binding upon the parties.

For the District _____
President, Board of Trustees

Date: _____

For the Association _____
President, Boise Education Association

Date: _____