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**GEOFFREY D. TALMON (ISB # 8521)  
IDAHO FREEDOM FOUNDATION  
CENTER FOR DEFENSE OF LIBERTY**

2404 Bank Drive, Suite 314  
Boise, Idaho 83705  
Phone: (208) 258-2280  
Fax: (208) 965-8111  
Email: geoffrey@idahofreedom.org

Attorney for Claimant

JAMES AULD,	)	
	)	
Claimant,	)	
	)	TORT CLAIM
v.	)	
	)	IDAHO CODE § 6-906
BOISE INDEPENDENT SCHOOL	)	
DISTRICT,	)	
Respondent.	)	

James Auld (hereinafter "Auld"), by and through his attorney, Geoffrey D. Talmon of the Idaho Freedom Foundation Center for Defense of Liberty, hereby files a Tort Claim against the Boise Independent School District (hereinafter "District") pursuant to the provisions of Idaho Code § 6-901 et seq. Claimant Auld, is an individual resident of the City of Boise, and resides at 4154 Mountain View Drive, Boise, Idaho, 83704. Auld has continually resided at that address for many years, including the period of six (6) months immediately prior to the time this claim arose.

Notice is hereby given to the District that Claimant Auld will file a petition in district court seeking a writ of mandate declaring certain portions of the 2014-2015 Master Contract between the Boise Independent School District and the Boise Education Association (the "Master Contract," attached hereto as "EXHIBIT A") to be illegal, unauthorized and unconstitutional; a writ of prohibition prohibiting the District from contributing any further funds

to the Boise Education Association (the “Association”) pursuant to those portions of the Master Contract; and a Complaint seeking return of the funds that the District improperly transferred to the Association.

Fulfilling their appropriate roles as negotiators for their members and for the schools, respectively, the Association and District entered into the Master contract on May 30, 2014, and on July 1, 2014 the Master Contract went into effect. That contract spelled out the terms and conditions of employment of the many teachers employed by the District. Certain provisions of that contract, however, directly benefited the Association as an association and did not constitute terms and conditions of the employment of its members. Section II(K)(4) of the Master Contract grants employees paid leave to attend the Association’s Delegate Assembly and other Association events, and Section II(P) of the Master Contract, obligates the District to reimburse the Association when a teacher takes a leave of absence to serve as President of the Association. These provisions constitute an illegal benefit to a private organization, in violation of Article VIII, Section 4 of the Constitution of the State of Idaho (the “Gift Clause”).

Under the heading, “COUNTY, ETC., NOT TO LOAN OR GIVE ITS CREDIT,” the Gift Clause declares that:

No county, city, town, township, board of education, or school district, or other subdivision, shall lend, or pledge the credit or faith thereof directly or indirectly, in any manner, to, or in aid of any individual, association or corporation, for any amount or for any purpose whatever, or become responsible for any debt, contract or liability of any individual, association or corporation in or out of this state.

ID Const., Art. VIII, Sec. 4 (*emphasis added*). The District is clearly bound by this prohibition.

Section II(K)(4) of the Master Contract (the “Professional Leave Clause”), under the heading “Professional Leave,” declares that:

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.

Master Contract, Article II, Section K(4).

Section II(P) of the Master Contract (the “President’s Leave Clause”), under the heading “Association President’s Leave,” also declares that:

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.

Master Contract, Article II, Section P.

The Professional Leave Clause makes it clear that certain employees are permitted paid leave to attend events that are either explicitly associated with union events or are “pertinent to Association affairs.” This provision requires the District to pay for activities that remove teachers from the classroom to act for the benefit of the Association. This arrangement is a violation of the Gift Clause, as it requires the District to make payments for the benefit of a

private association rather than for the benefit of the general public.

The President's Leave Clause makes it clear that the Association is responsible for paying the salary and benefits for the President. It also makes clear, however, that the District *shall* reimburse the Association for the salary and benefits of a first year teacher, and the President's leave of absence also *shall* count towards retirement and all other purposes of the Master Contract. This arrangement is an express violation of the Gift Clause, as it represents a school district that has contracted to become responsible for the liability of a private association.

**The Injury or Damage Claimed;**

The illegal, unauthorized and unconstitutional commitment by the District to become responsible for the debts, contracts or liabilities of the Association, and to make payments to the Association for its benefit rather than the benefit of the public.

**The Time and Place the Injury or Damage Occurred:**

Upon information and belief it is alleged that the District has committed to become responsible for the debts, contracts or liabilities of the Association, in the manner described herein, during each of the past four (4) District fiscal years.

**The Names of All Persons Involved:**

- a. Claimant Auld
- b. Boise Independent School District
- c. Boise Education Association
- d. Boise Education Association President Stephanie Myers
- e. Boise Independent School District Superintendent Don Coberly
- f. Boise Independent School District Deputy Superintendent Coby Dennis
- g. Current and Past Members of Boise School District Board of Trustees
- h. Boise Independent School District Accountant Nancy Landon
- i. Boise Independent School District Benefits Manager Brent Nye
- j. Boise Independent School District Human Resource Manager Maria Rella
- k. Claimant reserves the right to supplement his claim at such time as additional names of persons involved become known.



**The Amount of Damages Claimed:**

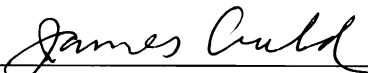
Claimant Auld seeks reimbursement to the District, to be used for the benefit of the students of the District, of all improper payments made to the Association in each of the past 4 (four) District fiscal years. Upon information and belief it is alleged that the total amount of such damages will exceed \$31,864 for each of the past four (4) District fiscal years.


This claim is the result of the District's illegal, unauthorized, and unconstitutional payments made to the Association pursuant to certain portions of the Master Contract and similar previous contracts. Claimant Auld acknowledges that the District has the power to negotiate with the Association regarding the general terms of employing the Association's members. However, the District does not have the authority to commit the District to making the payments required pursuant to the Professional Leave Clause and the President's Leave Clause.

Claimant Auld contends that for the payments to the Association and its members pursuant to the Professional Leave Clause and the President's Leave Clause constitute illegal, unauthorized, and unconstitutional payments.

Claimant Auld will also seek to recover his attorney fees and costs incurred in bringing suit against District pursuant to Idaho Code 6-918A, 12-120(3), 12-121, and 12-117 or other applicable provision providing for the recovery of attorney fees and costs

DATED this 7th day of October, 2014.

  
\_\_\_\_\_  
James Auld  
Claimant

  
\_\_\_\_\_  
GEOFFREY D. TALMON  
Idaho Freedom Foundation  
Center for Defense of Liberty  
Attorney for Claimant James Auld

### CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this \_\_\_\_ day of October 2014, a true and correct copy of the foregoing tort claim was served upon the following individual as indicated below:

*Karen Fox*

Karen Fox  
Clerk of the Board of Trustees  
Boise Independent School District  
8169 W. Victory Road  
Boise, ID 83709

_____	US Mail
_____ <input checked="" type="checkbox"/>	Personal Delivery
_____	Facsimile
_____	Email

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*Dan Bosserd*  
\_\_\_\_\_  
Dan Bosserd  
Process Server

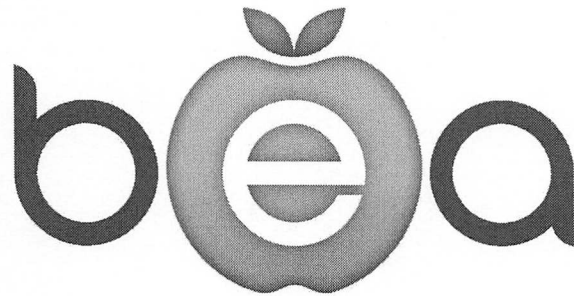
Exhibit A

# **Master Contract Between the**

**Boise Independent School  
District**



**and the  
Boise Education Association**



**Boise Education Association**

**July 1, 2014 – June 30, 2015**

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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 One (1) Contract**" also called a "limited one-year contract", shall refer to professional employees hired after August 1<sup>st</sup> or professional employees hired on a one (1) year replacement contract.
- Q. The term "**Category Two (2) Contract**" shall refer to professional employees in their first year of employment with the District or professional employees in their second year of continuous employment with the same school district.
- R. The term "**Category Three (3) Contract**" shall refer to the professional employees in their third year of continuous employment with the same school district. At the District's discretion, category three (3) contracts may also be used for newly hired professional employees who were on a renewable contract in other Idaho school districts, or who had out-of-state experience, which would qualify them for renewable status in Idaho.
- S. The term "**Renewable Contract Employee**" shall refer to professional employees who have completed three (3) full continuous years in the same school district and have been offered and accepted a fourth contract.
- T. 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.
- U. The term "**Part Time Employees**" refers to professional employees who are contracted to work less than one "Full Time Equivalent" (FTE) for the District.

## **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 1<sup>st</sup> 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 five (5) 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 – Suspended for the 2014-2015 School Year**

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 15<sup>th</sup> 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 2014 – 2015 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.

Professional employees who do not complete the Wellness Program requirements will be subject to a health insurance premium co-pay.

- 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:

<b>District Pays</b>	<b>Employee Pays</b>
50%	50%

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

<b>District Pays</b>	<b>Employee Pays</b>
57%	43%

3. 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 (25<sup>th</sup>) 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 2014–2015 School Year**

For the 2014–2015 school year the District will:

1. Fund the following salary schedule that reflects a 187 day contract year. Salary schedule advancement for education credits and experience steps will be paid for the 2014–2015 school year for eligible employees.
2. Provide eligible professional employees with two (2) days of salary at the employee's daily rate of pay for Professional Learning Community (PLC) time. Compensation will be for the equivalent of thirty (30) weekly sessions of PLC time at thirty (30) minutes of additional contract time per session. Compensation will be paid by the District to employees in two (2) equal payments during the year.
3. Fully fund the benefits /payroll taxes relevant to the above.

**INDEPENDENT SCHOOL DISTRICT OF BOISE CITY  
BOISE, IDAHO  
CERTIFIED SALARY SCHEDULE - BASED ON 187 DAYS  
2014-2015  
TEACHER - COUNSELOR - NURSE CERTIFIED SALARY SCHEDULE**

INDEX	I	II	III	IV	V	VI	VII	VIII
	BA	BA+9	BA+15	BA+30	BA+45 or MA	MA+9	MA+15	MA+30
A	34,855	35,112	35,368	35,624	35,880	36,393	36,905	37,448
B	35,112	35,368	35,624	35,880	36,393	36,905	37,448	39,322
C	35,368	35,624	35,880	36,393	36,905	37,448	39,322	41,288
D	35,624	35,880	36,393	36,905	37,448	39,322	41,288	43,353
E	35,880	36,393	36,905	37,448	39,322	41,288	43,353	45,520
F	36,393	36,905	37,448	39,322	41,288	43,353	45,520	47,795
G	36,393	36,905	39,322	41,288	43,353	45,520	47,795	50,186
H	36,393	36,905	41,288	43,353	45,520	47,795	50,186	51,440
I	36,393	36,905	41,288	45,520	47,795	50,186	51,440	52,726
J	36,393	36,905	41,288	45,520	50,186	51,440	52,726	54,044
K	36,393	36,905	41,288	45,520	51,440	52,726	54,044	55,395
L	36,393	36,905	41,288	45,520	52,726	54,044	55,395	56,780
M	36,393	36,905	41,288	45,520	54,044	55,395	56,780	58,200
N	36,393	36,905	41,288	45,520	55,395	56,780	58,200	59,655
O	36,393	36,905	41,288	45,520	56,780	58,200	59,655	61,147
P	36,393	36,905	41,288	45,520	58,200	59,655	61,147	62,675
Q	36,393	36,905	41,288	45,520	58,200	59,655	61,147	64,242

For initial placement on this schedule (determined by the individual's experience index step and education lane), the maximum salary for teachers new to the District will be \$61,147.

Employees, hired into the District will be subject to an Experience Index adjustment for initial salary schedule placement. Placement after this adjustment may not match the employee's actual years of certificated teaching experience. See the "New to District – Experience Portability Schedule" under the Human Resources tab of the Boise School District website for that adjustment calculation.

Transcripts received for Salary Advancement: Professional employees completing academic requirements for advancement on the salary schedule must submit official transcripts no later than October 1, 2014. Transcripts must be date stamped in the Human Resources Office by October 1, 2014 to receive retro pay, effective to the beginning of the school year. Transcripts received after October 1, 2014 will be applied to the following school year.

Note: In determining the education factor, only credits earned after the initial certification, shall be allowed.

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.

This salary schedule is adopted only for the 2014-2015 school year. Any reference to future lane or step salary increases is advisory only and subject to further approval by the Board of Trustees.

#### **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. In District Increment**

1. Commencing with the professional employee's 25<sup>th</sup> 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 25<sup>th</sup> year of employment in the District;
  - b. A \$1,000 yearly stipend, beginning his/her 26<sup>th</sup> year of employment in the District;
  - c. A \$1,500 yearly stipend, beginning his/her 27<sup>th</sup> year or more of employment in the District.

**For the 2014–2015 school year, the parties agree to the following:**

#### **D. Revenue**

Continuing through the 2014-2015 school year, the Boise School District will reserve and/or dedicate 83% of budgeted revenue 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

**E. Unexpended Budgets**

Continuing through the 2014-2015 school year, the Boise School District will reserve and/or dedicate 70% of any General Fund unexpended budgets and/or savings 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.

- F.** 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.
- G.** 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 October 1<sup>st</sup>. Transcripts must be date stamped in the Human Resources Office by October 1, 2014. Official transcripts received after October 1 will be accepted for advancement on the basic salary schedule (if funded) commencing with the contract issued at the beginning of the following school year. Proof of re-certification shall be the certificate.
- H.** 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.
- I.** 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 seven (7) period day in senior high will be paid one-seventh (1/7) 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.



## **J. 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.

**K.** A teacher aide, for purposes of this agreement, is defined as a person, certificated or non-certificated, 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.

**L.** 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 nine (209).

**M.** 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.

**N.** 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.

**O.** 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.

**P.** 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.

- Q.** A certificated librarian who has previously served as a library media assistant may be given credit on the salary schedule.

## **R. Psychologists' and Social Workers' 2014–2015 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 of \$278.43 by the appropriate combined factors and by the number of days employed to determine the total annual salary.

**S.** Payroll checks shall be issued on or about the 25<sup>th</sup> of each month.

**T.** 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.

**U.** 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, AC Delco 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.

#### **V. 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
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:

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

<u>Sports/Activity</u>	<u>Girls</u>	<u>Boys</u>
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 <sup>th</sup> Grade A Basketball	1,050	1,050
8 <sup>th</sup> Grade A Basketball	950	950
8 <sup>th</sup> Grade B Basketball	850	850
8 <sup>th</sup> Grade C Basketball	800	800
Varsity Head Football	-----	3,300
Varsity Asst. Football	-----	1,450
Sophomore Head Football	-----	1,475
Sophomore Asst. Football	-----	1,400
9 <sup>th</sup> Grade Head Football	-----	1,050
9 <sup>th</sup> Grade Asst. Football	-----	850
8 <sup>th</sup> Grade Head Football	-----	950
8 <sup>th</sup> 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 <sup>th</sup> Grade A Volleyball	1,050	-----
9 <sup>th</sup> Grade B Volleyball	950	-----
8 <sup>th</sup> Grade A Volleyball	950	-----
8 <sup>th</sup> Grade B Volleyball	800	-----
7 <sup>th</sup> Grade A/B Volleyball	575	-----
7 <sup>th</sup> Grade C/D Volleyball	575	-----
Varsity Head Wrestling	-----	1,500
Varsity Asst. Wrestling	-----	1,150
8 <sup>th</sup> /7 <sup>th</sup> Grade Head Wrestling	-----	950
8 <sup>th</sup> /7 <sup>th</sup> Grade Asst. Wrestling	-----	800

<b><u>Sports/Activity</u></b>	<b><u>Base</u></b>
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 <sup>th</sup> Grade Tennis	700
8 <sup>th</sup> Grade Tennis	350
7 <sup>th</sup> 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).

<b>School Size</b>	<b>Minimum # of Coordinators</b>
High Schools	4
Jr. Highs & Alternative Schools	2
Elem. School>450	2
Elem. School<450	1
Special Programs	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. When necessary, the District and the Boise Education Association will convene a Joint Technology Committee.

## **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 - ASSIGNMENTS, VACANCIES, AND TRANSFERS**

### **A. Assignments**

1. A professional employee shall be assigned within the scope of his/her teaching certificates, or major or minor fields of study. Having once been assigned a specific grade level and/or subject matter area, the professional employee may be reassigned to a different grade level and/or subject matter area only after consultation.
2. Except for special circumstances, a professional employee shall continue in their same assignments and building placement(s) for the forthcoming year unless he/she is notified in writing no later than the first day of the last week of the school year. When changes in the schedule must be made after that date, an attempt shall be made to contact the professional employee by telephone. If contact is made by phone, a letter informing him/her of the change shall follow the phone contact. If the professional employee is unavailable by phone, a letter informing him/her of the change shall be sent as soon as possible to the professional employee using the summer address left by him/her in the school office.
3. When possible, a secondary teacher shall be scheduled with not more than two (2) preparations with the following exceptions:
  - a. Teacher developed experimental programs.
  - b. Combined or specialized classes, which separately might have limited enrollments but which are educationally desirable. These most frequently occur in industrial arts, family consumer science, world languages, art, speech, drama, or special education.
  - c. The particular needs of the departments of physical education and music which desire to offer a diverse curriculum with a limited staff.
  - d. A professional employee may request more than two (2) preparations.
4. A professional employee shall not be required, except under exceptional circumstances, to be present in the classroom when a certified specialist is in charge of the class.
5. By May 25 of each school year, the District shall notify any annual contract professional employee who will be non-reemployed for the following school year.
6. The faculty of a school may appoint a committee to make recommendations by May 15 to the building principal regarding student teacher assignments.

### **B. Vacancies and Voluntary Transfers**

1. It is the intent of the District that reasonable effort is made to provide all professional employees with information regarding the establishment of new positions as well as vacancies in existing positions for administrators, 9-12 head coaches' positions, athletic directors, and certificated employees.
2. Notice of vacancies in new and existing positions for administrators and certificated employees should: be dated; include the name of the school and/or level of position to be filled and other relevant information; be posted on the District's web page; and be made available via the District's email notification system upon registration. If a



professional employee has questions about the status of a vacancy, he/she should contact the office of the appropriate director.

3. When a vacancy occurs at a school site, a professional employee may file a transfer application for the specific position with his/her current Area Director. The professional employee will provide a copy of the specific transfer request to his/her building administrator after submitting it to the Area Director.
4. All professional employees in good standing who have applied for voluntary transfers shall be considered in the development of the manifests for a particular vacancy. An applicant may be on more than one (1) manifest at a particular school; however, no applicant will have more than one (1) interview at that school in any application year, unless there is a change of principal during that year or at the request of the building principal.
5. The applicants selected for the manifest shall be interviewed by the building administrator(s), unless the provisions of item 4 apply. The District will notify, in a timely manner, any applicant who will not be interviewed for the position.
6. The District agrees to give consideration to the professional background, training, and achievements of all applicants. A professional employee who has requested a transfer will be given first consideration for any vacancy. Length of service and other relevant factors will be considered when all other qualifications are equal. Vacancies will be filled in compliance with those federal and state regulations which school districts are required to follow.
7. The District reserves the right to encourage additional applicants to apply when such action is to the advantage of the District.
8. Any change of assignment or grade level in a particular school made after a vacancy occurs shall be decided by the building principal. Such change of assignment shall not be part of the voluntary transfer process.
9. These restrictions apply to the vacancy/voluntary transfer process:
  - a. The District reserves the right, under "special circumstances" to fill vacancies in a timely manner.
  - b. The District will not fill a vacant position for the ensuing school year until at least five (5) calendar days after advertising the position. The waiting period shall not apply once senior high school principals report to work, until two (2) weeks after school starts.
  - c. Notwithstanding the definition of "Day" in Article I – Definitions of the Master Contract, for the purposes of vacancies referred to in "b" above, "Day" shall mean any calendar day.
10. While the procedural process of voluntary transfer is subject to the grievance procedure, the content of the decision regarding said voluntary transfer is not subject to grievance.
11. If requested by the professional employee, the reason(s) for the denial of voluntary transfer shall be provided by the appropriate director, principal, or supervisor.

## **C. Involuntary Transfers**

1. The School District administration shall confer with appropriate members of the staff in an effort to resolve involuntary transfers in a mutually satisfactory way. The following procedures will be applied when it is determined by the appropriate director that a mutually satisfactory agreement cannot be reached. Involuntary transfers shall only be made for any of the following reasons:

- a. The decrease in the number of students which requires a decrease in the number of professional personnel
- b. The elimination of a program
- c. The reduction of a program's funding
- d. The closing of a school

### **2. Procedures**

- a. When the District determines that there is a surplus of staff in a school and there are two (2) or more staff members currently employed in the identified surplus discipline of assignment at that school, the following procedure will be employed: the person who has the least District seniority of those affected professional employees in the specific grade level or department will be transferred to another school in the District where there is need for his/her services.
- b. Seniority lists will be posted and maintained on the District website on or before October 5<sup>th</sup> and updated as needed.
- c. Surplus senior high school staff will be transferred to other senior high schools whenever there is a vacancy in the discipline(s) or assignment(s) for which they are certificated.
- d. Surplus senior high school staff will be transferred to a junior high school in the event there is no vacancy for which they are qualified in any District senior high school. Should a senior high school vacancy for which such staff member is qualified develop prior to the opening of the school year immediately after the transfer, for the following school year, said staff member will be given the opportunity to return to the senior high school from which he/she was originally transferred or to another senior high school.
- e. Surplus junior high school staff will be transferred to other junior high schools whenever there is a vacancy in the discipline(s) or assignment(s) for which they are certificated.
- f. Surplus junior high school staff will be transferred to a senior high school in the event there is no vacancy for which they are qualified in any District junior high school. Should a junior high school vacancy for which such staff member is qualified develop prior to the opening of the school year immediately after the transfer, for the following school year, said staff member will be given the opportunity to return to the junior high school from which he/she was originally transferred or to another junior high school.
- g. Surplus elementary staff will be transferred to another elementary school if available in the event there is no vacancy for which they are qualified within their school.

- h. Should an elementary vacancy for which such staff member is qualified develop prior to the opening of the school year immediately after the transfer, for the following school year, said staff member will be given the opportunity to return to the elementary school from which he/she was originally transferred.
- i. In the event a staff member must be placed in an assignment or teach a discipline for which he/she is certificated, but has not had teaching experience or major preparation, he/she will be provided an opportunity to return to a more appropriate assignment as soon as said vacancy occurs.
- j. When involuntary transfers are necessary, a professional employee shall not be assigned to a position outside the area(s) authorized by certificate endorsements.

### **3. Clarification**

- a. This procedure applies only to staff members identified as surplus in a given school. If School "A" has surplus staff and School "B" does not, School "B" will not be affected by the problem existing in School "A."
- b. The initial date of assignment in the District will be the criterion for determining which person from among the identified surplus staff in a given school will be transferred.
- c. In the case of counselors, this procedure will be applied where possible without consideration for the gender of the individuals involved. However, due to the needs of junior and senior high school students, at least one (1) counselor of each gender must be assigned to a school.
- d. Personnel assigned as head coaches in the secondary schools (grades 9 through 12) shall not come under the purview of this procedure. Personnel in this category will continue to be assigned by the appropriate director. Drama, debate, newspaper, yearbook, and drill team must be maintained as a part of building programs where they currently exist. In the event no remaining qualified staff member agrees to assume those duties, the principal will request the appropriate director to determine the staff member who, according to seniority, will be transferred.
- e. In the case of disagreement as to the intent of these procedures, explanation of intent and resolution of the disagreement will be made by the appropriate director.
- f. In the event there is a staff member who has served in a counselor, supervisory, or administrative position or on special assignment in the District, his/her service in this capacity will be counted in calculating total District experience. 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.
- g. In the event there are surplus secondary counselors and there is a vacant elementary counseling position, the least senior counselor from the pool of surplus secondary counselors will be assigned to said elementary counseling position. In the event there are surplus elementary counselors and there is a vacant secondary counseling position, the least senior counselor from the pool of surplus elementary counselors will be assigned to said secondary counseling position. Counselors must hold appropriate state certification.

- h. In the event there are surplus secondary counselors and there are no appropriate counseling vacancies in the District, said counselors will be assigned to classroom teaching where needed in subject areas for which they are certificated. In the event there are surplus elementary counselors and there are no appropriate counseling vacancies in the District, said counselors will be assigned to classroom teaching where needed in areas for which they are certificated.
- i. If a professional employee refuses a transfer back to the position from which he/she was involuntarily transferred, the professional employee shall have waived his/her right to subsequent return to said position.
- j. The professional employee has an ethical responsibility to provide reliable information concerning his/her intent to return for the next school year. The District may use the information provided with complete confidence that it is reliable, for the purpose of determining whether or not to secure a replacement.
- k. The term "seniority" as used in the Certified Employee Handbook shall mean the total number of uninterrupted contract years served in the District served 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 or 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.

**4. Combination Classroom Teachers**

When the District determines that there is a surplus of staff in an elementary school due to the creation of a combination classroom and there are two (2) or more staff members currently employed in the affected grade levels of that school, the person who has the least District seniority in those affected grade levels will be transferred to another school in the District where there is a need for his/her services.

## **ARTICLE VII – WORK DAY**

- A. A professional employee shall have a seven and one-half hour (7 hr 30 min) work day. Due to varying building specific start times, the building administrator shall notify the staff of specific expectations.
- B. Except in special circumstances, elementary and kindergarten professional employees shall not be required to have non-teaching duties including playground, recess, lunch and bus.
- C. The District shall provide a minimum planning time of one hundred fifty (150) minutes per week for physical education specialists, music specialists, art specialists, communication disorder specialists, gifted/talented facilitators, and nurses.
- D. With the approval of the building principal or supervisor, a professional employee's work time before and after school may be adjusted to allow for special circumstances. However, a professional employee may be required to attend additional professional activities which involve the entire building staff. The aforementioned duties shall be required even when in excess of the seven and one-half hour (7 hrs. 30 min) workday. The professional workday for

nurses, counselors, psychologists, and social workers will be the same as that of professional employees who have been assigned teaching duties.

- E. The student day shall be six and one-half hours (6 hrs. 30 min) for grades 1-6. The first bell shall ring five (5) minutes before the student day begins. The student day for kindergarten shall be two and three-quarters hours (2 hrs. 45 min).
- F. The Board shall provide each professional employee a daily duty-free lunch period, the duration of which shall be a minimum of forty (40) minutes. Provided, however, the professional employee's duty-free lunch period is consistent with, and shall not exceed, the building lunch schedule. Provided further, special circumstances may cause lunchroom, hall, and/or playground duties to be assigned to a professional employee during his/her lunch periods. Such assignment shall not be grievable under the grievance procedures established in the Master Contract. The final decisions regarding the choice of personnel, scheduling of duties, and possible splitting of increments shall rest with the building principal.
- G. Preparation periods in the senior high school and the junior high school equivalent to one (1) class period shall count as part of the professional employee's instructional day.
- H. Weekly preparation times in the elementary schools, equivalent to one hundred fifty (150) minutes in grades 1-6, in blocks of thirty (30) minutes, and one hundred sixty minutes (160) at grade K, in blocks of twenty (20) minutes, shall count as part of the professional employee's instructional day. Full day District assigned general education combination classes and full day District Assigned Gifted and Talented classes shall be given an additional block of thirty (30) minutes for a weekly total of one hundred eighty (180) minutes. The additional 30 minute prep time does not apply to pull-out Gifted and Talented programs, nor Highly Gifted programs. If it becomes necessary to apply the provisions of Article XI of the Certified Employee Handbook, or in the event of other special circumstances, loss of preparation time shall not be grievable.
- I. Professional Learning Communities (PLC) sessions shall be 45 minutes long.

## **ARTICLE VIII - WORK YEAR**

- A. The basic contract year for a professional employee herein covered shall be one hundred eighty-seven (187) days consisting of one hundred seventy-six (176) instructional days, five (5) paid holidays (Labor Day, Thanksgiving, Christmas, New Year's Day, and Memorial Day), one (1) State Board of Education (October) Workshop day, and five (5) professional development days. For the 2014–2015 school year individual employment contracts issued by the Board shall reflect this amount except that where a professional employee is to work for more than one hundred eighty-seven (187) days in a year, his/her contract shall reflect the greater number of days and the professional employee thus contracted shall be paid at the rate of the base salary as indicated by the attached salary schedules plus one/one hundred eighty-seventh (1/187) of his/her salary for each additional day contracted. This section shall not affect professional employees who take on additional duties such as summer music, summer recreation, curriculum writing, summer maintenance work, and others.
- B. The first day of the school year and the last day of each elementary grading period shall be an early release day for elementary students. The last day preceding Christmas break shall be an early release day for all students and employees. A professional employee shall work a full seven and one-half hours (7 hrs. 30 min) during any early release day except as noted above.

- C. During the contract days before classes begin, the District may either assemble a general meeting of all staff members in a central location or convene staffs for an electronic presentation. The general meeting shall not exceed two (2) hours. The building principal may also assemble a staff meeting which shall not exceed two (2) hours. All time remaining will be divided into District in-service, building in-service, or time for professional employees to collaborate or work in their classrooms.
- D. The Board agrees that two (2) members of the Calendar Committee may be appointed by the Association.
- E. Parent-teacher conferences for grades 1-6 shall be held on two (2) full days and parent-teacher conferences for kindergarten shall be held on three (3) full days. The hours may be arranged differently by consent of the appropriate director and a majority of the school faculty.

## **ARTICLE IX– SCHOOL CALENDAR**

- A. To address staff training and classroom preparation time prior to students' arrival at the beginning of school for the 2014–2015 year, the District will provide:
  - 1. Two and a half (2 ½) days of uninterrupted classroom time for professional employees.
  - 2. Two and a half (2 ½) days of in-service provided by the District and/or Building.
- B. Any time not used by the District or building during allocated in-service days will be designated as professional employee preparation time.
- C. One (1) of the two (2) days of classroom preparation time will be Monday, August 18, 2014. This will be referred to as a “flex” day whereby professional employees can prepare for classes on this designated day or use an alternate day during the period from August 8, 2014 through August 15, 2014 with notification to their building principal.

## **ARTICLE X– EXTRAORDINARY VOLUNTARY TRANSFER**

### **A. Statement of Intent**

- 1. This article is intended to provide voluntary transfer relief to the professional employee who desires a transfer from his or her present position and assignment to another school site. It is understood that said employee has requested voluntary transfers in the past; however, for reasons beyond his or her control, he or she was not given a transfer to another school site.
- 2. In order to be eligible for an Extraordinary Voluntary Transfer, the professional employee must fulfill the criteria as outlined below. This article is not designed to supersede or to supplant the existing voluntary transfer policy, but to augment it. It is not intended to be used as a means of resolving personal or professional conflicts between the applicant and other District personnel. The Extraordinary Voluntary Transfer is intended to create an additional avenue by which the professional employee may be granted a voluntary transfer.

3. It is understood that an application under this article may or may not result in the applicant being offered an option for transfer. It is further understood that the term "teacher" or "professional employee" refers to any employees covered by the bargaining unit.

**B. Eligibility Criteria:**

1. The applicant must be a certificated employee of the District.
2. The applicant must have served in his or her present building for a minimum of five (5) years.
3. The applicant may not, at the time of application, be on intensive staff development or probation.

**C. Procedures:**

1. Having met the criteria outlined above, the applicant will submit a letter to his or her Area Director no later than February 15th. The applicant will also forward a copy of the letter to the Association at the same time.
2. After consulting with the Extraordinary Voluntary Transfer applicant, the Area Director or designee and the Association president or designee will mutually determine option(s) for possible transfer.
3. If the applicant is offered an option for transfer and does not accept the offer, the applicant will remain in his or her current assignment and is not eligible to seek relief under this provision the following school year.
4. Nothing in this provision will prevent applicants from pursuing voluntary transfers under the existing voluntary transfer provision.
5. The offer of an option for transfer, if any, is determined by the Area Director or designee and is not subject to appeal, nor is it subject to the grievance procedure.

## **ARTICLE XI– 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 once 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 XII – 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 XIII– 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 XIV– 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,

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.

The provisions of this agreement will be effective as of July 1, 2014 and will continue and remain in full force and effect until June 30, 2015.

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

Date: 5-30-14

Date: 5-30-14

## Memorandum of Understanding

The Boise School District and the Boise Education Association agree to the following:

There are articles currently located in the Certified Employee Handbook that may be more appropriately placed in the Master Contract.

Through negotiations for the 2014-2015 Master Contract, both parties have agreed to move Article XII – Work Day, as modified, from the Certified Employee Handbook to the Master Contract:

Additional discussion is appropriate and necessary regarding the transfer of further articles from the Certified Employee Handbook to the Master Contract.

The Boise School District agrees to make no changes to the remaining articles in the 2013–2014 Certified Employee Handbook for the 2014–2015 school year. Exceptions will be made for advancing the appropriate dates and necessary compliance with Idaho law and State Board rules.

The Joint Negotiations Team agrees to place the transfer of articles from the Certified Employee Handbook to the Master Contract as a topic of negotiations in the 2014–2015 school year.

Signed this 30th day of May, 2014

For the District 

For the Association: 