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Master Contract

Between the

Boise School District

And the

1,600 teachers

Boise Education Association

August 26, 2000- August 25, 2003

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August 26, 2000 – August 25, 2003
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Relationship Compact
Between
Boise School District and 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 principals:

- 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 – Recognition, Procedural Process, and Board Rights

A. Recognition

The Board of Trustees of the Independent School District of Boise City (The District) recognizes the Boise Education Association (The Association) as the exclusive representative organization of the District's professional employees as identified in the Negotiations Agreement.

B. Procedural Process

1. In accordance with the second paragraph of Article II, A of the Negotiations Agreement, the Board and the Association have negotiated the procedural processes which will be used in the District and have and do hereby agree that the matters referred to therein shall be divided into three (3) categories. Category I shall form a part of the Contract and any violation or misinterpretation thereof is grievable under the grievance procedures established in this Contract. Category I cover only the following matters:

    a. Termination and demotion

    b. Vacancies and promotions

    c. Transfers

    d. Assignment of teachers

    e. Reprimand

    f. Evaluation of teachers

    g. Personnel files

    h. Academic freedom

    i. Personal freedom

2. Category II, consisting of the following matters, is written policies of the Board, which, if violated or misinterpreted, are grievable under the grievance procedures established in this Contract. It is the obligation of the Board to establish school policy and to see that it is administered fairly

and equitably, and it is agreed the Board may change or modify these policies after conferring with the Association. Category II covers only the following matters:

a. Class size

b. Teacher load/Preparation time

c. Non-teaching duties/Department chairperson selection (see District Policy Manual)

d. Extra-Curricular assignments

e. Teacher and student security

f. School calendars

g. Professional employee responsibility

h. Either party may, by written request, initiate a study and review of any areas listed in Category II using the procedures described in Category III for establishment and conduct of committees.

3. Category III, consisting of the following matters, includes areas where the procedural processes for improvement shall be via committee recommendations. Either party, by written request, may initiate a committee study in any of the following areas. Within ten (10) days following the request for such a committee, the Board and the Association shall appoint an equal number of committee members. Unless otherwise mutually agreed upon, these committees shall consist of ten (10) members. It shall be the responsibility of this committee to review and evaluate the current policies in this field and to develop proposed policies, which the committee feels, will lead to improvement in these areas. Such proposed policies shall reflect the highest professional practices and ethics and meet the requirements of the laws of the State of Idaho and regulations having the effect of law in this field.

a. After the committee has been appointed, it shall meet, select a chairperson, set up its organizational structure, and establish such rules and regulations, as it deems necessary. It shall have the authority to appoint subcommittees, to determine the makeup and structure of the subcommittees, to designate its assignments, due-dates for reports, and to terminate the subcommittee when its work has been completed. The committee shall have the authority to use resource people, including patrons of the District and students

when, in the committee's opinion, they can make a worthwhile contribution. The committee will make its report to the Board, presenting its recommendations and suggestions.

b. After serious consideration of such proposed recommendations, the Board will make its decision as to approval or disapproval of all or any part thereof and provide the committee with a written report of the action taken. For all or any part of the proposed recommendations that the Board determines must be modified, the same may be sent back to the committee for further study and consideration. Recommendations so developed may again be presented to the Board, either modified or in the form of the original proposal. The Board will make its decision with respect to the proposal and provide the committee and the Association with a written report of its action.

c. Policies in this area, as are hereafter approved and enacted by the Board and as the same may, from time to time, be hereafter modified or amended and approved and enacted by the Board, will be fully reduced to writing at the time of enactment, recorded in the official Board minutes, and placed in the District Policy Manual. Further copies of each policy and amendment and modification thereto shall be forwarded to the President of the Association at the time of enactment thereof. Category III areas are not considered to be grievable and consist of the following:

1. Student discipline
2. Educational specialists
3. Professional development
4. Educational development
5. Educational improvement
6. Books and other instructional materials
7. Teaching techniques
8. Curriculum improvements
9. Inservice programs
10. Pupil testing program

11. Philosophy

12. Educational specifications for buildings

13. Budget development

14. Job description of professional employee positions

15. Use of students in the instructional process

16. Professional employees' facilities

C. Board Rights

The rights of the Board either as established by law or recognized within the provisions of the Negotiations Agreement shall be made a part of this Contract by reference.

Article II – Definitions

A. The term "Aggrieved Person" as used in this Contract shall mean a professional employee or professional employees asserting a grievance.

B. The term "Amend" or "Amendments" as used in this Contract shall mean a change, correction, or revision in the terms of this Contract.

C. The term "Association" as used in this Contract shall mean the Boise Education Association.

D. The term "Board" or "District" as used in this Contract shall mean the Board of Trustees of the Independent School District of Boise City.

E. 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.

F. The term "Day" as used in this Contract 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" as used in this Contract shall mean a complaint that there has been a violation or misinterpretation of the terms of this Contract.

H. The terms "Instructional Assistant" or "Classroom Assistant" or "Teacher Aide" as used in this Contract shall mean a person, certificated or non-certificated, employed by the District to assist a teacher or teachers in the classroom, and do not come under the purview of this agreement.

I. The term "Job Sharing" as used in this Contract shall mean the voluntary employment of two professional employees to fill a full-time teaching position.

J. The term "Party in Interest" as used in this Contract 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.

K. The term "Professional Employee" as used in this Contract shall mean any certificated personnel for which the Association is the exclusive representative for purposes of negotiations as defined in Article I of the Negotiations Agreement Between the Boise Education Association and the Board of Trustees of the Independent School District of Boise City.

L. The term "Reprimand" as used in this Contract shall mean any formal disciplinary action taken by administrative personnel against the professional employee for infraction of rules or delinquency in professional performance and put in writing for inclusion in the professional employee's file.

M. The term "School" as used in this Contract shall mean the school unit, e.g., Borah High School, East Junior High School, Garfield Elementary School, etc.

N. The term "School Year" as used in this Contract shall mean the school year as defined by the official school calendar.

O. The term "Seniority" as used in this Contract shall mean the total number of uninterrupted contract years in the District served in any position requiring a certificate issued by the State Board of Education. It is further agreed that leaves of absence in excess of one 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.

P. The term "Special Circumstance" as used in this Contract shall mean a situation which could not have been prepared for in advance and which requires immediate attention.

Article III – Association Rights

A. School Board

1. The Association will be sent, via the school mail, a written notice of all Board meetings and a copy of the agenda.

2. A copy of all Board minutes will be sent, via the school mail, to the Association within a reasonable time after they are prepared and approved.

3. The District will provide a copy of the most recently published policy manual to each school office, each school library, and to the Association. Updates and revisions to the manual will be provided to each school office, library and to the Association.

B. Association Business

1. The Association and its representatives shall have the right to use school buildings to discuss matters pertaining to Association business with professional employees at reasonable times before and after school, scheduling such use in advance with the principal of the school; provided that in any event, such use shall not interfere with nor interrupt normal school operations, school activities, nor be in conflict with a previously scheduled activity.

2. Use of buildings by non-local organizations with which the Association is affiliated shall be arranged through the District's regular leasing procedures. Large meetings called by the Association and which require the use of an auditorium or gymnasium should be arranged through the regular procedures even though no charge is made for such meetings.

3. The Association shall have the right to place appropriately identified notices, circulars and other information on designated school bulletin boards and in the professional employees' mailboxes.

4. The District courier service to school buildings within the District may be used for the distribution of Association information and a mail bin shall be provided for the Association in the central administration building. Such service shall be provided in the same manner that is normally used by the District e.g., large mailings may need to be distributed over a two (2) day period of time.

C. Association Leaves

1. 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. A ten (10) day advance request will be given except for changes caused by illness or unavailability of a selected delegate.

2. 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, except in extenuating circumstances.

3. 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. In the event the Association requests less than full-time leave, the scheduling of the leave shall be mutually agreed upon prior to starting said leave. Said leave of absence shall count towards retirement and all other purposes of the Master Contract.

D. Association Rights

1. The Board will, in response to reasonable written requests, furnish information, which is necessary for the Association to process a grievance, which has been filed.

2. With the approval of the building principal, the Association shall have an opportunity at the conclusion of faculty meetings to present reports and announcements to those professional employees who choose to remain.

Article IV – Professional Employee Rights

A. A renewable contract professional employee shall not be reduced in compensation, non-renewed, or discharged without just cause.

B. When any professional employee is required to appear before the Board or any administrator for purposes of intensive staff development, probation, or reprimand, the professional employee shall be given reasonable prior notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise and represent the professional employee during such meeting.

C. Only nurses shall be required to administer medication to students.

D. Individual employment contracts shall conform to state statute and State Board of Education policy. Extra-curricular assignments shall not be a condition of employment for professional employees on a renewable contract. In the event that a professional employee on non-renewable contract status can demonstrate that an extra-curricular assignment is a detriment to his/her professional performance, such assignment shall not be a condition of employment beyond the first year.

E. Professional employees have the right to receive personal messages at the school to which assigned. Such messages shall be delivered promptly.

F. Professional employees, upon request, will be provided with keys to the building and classroom.

G. It is the priority of the District that all professional employees perform their duties in a safe and secure environment. The District agrees to support the employee in seeking appropriate enforcement of local, state, and federal laws related to health and safety in the schools, and to enforce its policies in these areas.

Article V – Academic Freedom

A. Democratic values can best be transmitted in an open atmosphere which is free from artificial restraints upon free inquiry and learning; and in which academic freedom for teacher and student is encouraged provided the Board adopted curriculum, philosophy, and course of study are adhered to. The professional employee has the right to express his/her point of view provided his/her students understand that it is his/her opinion and not be accepted as an authoritative statement.

B. A professional employee has the right to make a written recommendation for the retention of any student in his/her class and shall forward such recommendation to the Multi-Disciplinary Team.

C. All monitoring or observation of the work of a professional employee shall be conducted openly and with full knowledge of the professional employee.

Article VI – School Climate Review Process

A. The District agrees to provide for administrative review of actions or conditions which a professional employee believes to be an impairment of or an impediment to a proper school climate.

B. A professional employee who believes that his/her ability to carry out assigned duties properly is impaired or impeded by actions of other personnel or by conditions, which might exist, may initiate the review process by requesting a meeting with the appropriate director. The request to the director shall outline the situation, which is to be the subject of the administrative review. The meeting shall take place within five (5) days of the request, and a written response indicating the results of the review and any actions taken shall be forwarded to the professional employee and the Association within ten (10) days of the meeting.

C. If the professional employee is not satisfied with the outcome of the review, s/he may ask that the review be continued with the Deputy Superintendent. The Deputy Superintendent will schedule a meeting with the professional employee requesting the review within five (5) days of receiving the request. The Deputy Superintendent, or designee, will respond in writing to the professional employee and the Association within ten (10) days of the meeting with the results of the review and any actions taken.

D. If the professional employee is not satisfied with the outcome of the review, s/he may ask that the review be continued with the Superintendent of Schools. The Superintendent, or designee, will schedule a meeting with the professional employee requesting the review within five (5) days of receiving the request. The Superintendent, or designee, will respond in writing to the professional employee and the Association within ten (10) days of the meeting with the results of the review and any actions taken.

E. Nothing herein shall prevent the Association from initiating the review process on behalf of a professional employee.

F. The Association shall be notified of all requests for administrative review and representatives of the Association shall be allowed to participate in all meetings connected with the review regardless of the level of the review.

Article VII – Evaluations and Reprimands

A. Evaluations

1. The parties agree that while the procedural process of evaluation is subject to grievance, the content of the evaluation shall not be subject to any grievance.

2. At the beginning of the school year, the principal shall prepare a list identifying not less than five (5) designated qualified evaluators to evaluate professional employees within the building. A copy of this list shall be posted on or before October 1.

3. The performance of all renewable contract professional employees shall be evaluated for the purpose of improvement of instruction at least once every year. The evaluation shall be conducted by either the principal or an appropriate evaluator. Within five (5) days after the evaluation the renewable contract professional employee shall be given a copy of the improvement of instruction instrument for his/her use in professional growth.

4. The performance of all professional employees who in the third (3rd) year of employment in the District shall be evaluated in writing at least twice during the school year. The performance of all professional employees who are in the second (2nd) year of employment in the District shall be evaluated in writing at least once during the school year.

5. The performance of all professional employees who are in the first (1st) year of employment in the District shall be evaluated in writing at least three (3) times during the school year. The first evaluation shall be made before November 15. The principal, no later than February 1 of each year, shall submit the final written evaluation to the professional employee and the appropriate director. Upon request of the professional employee, a copy shall be forwarded to the Association. This, and all other evaluation reports, shall have an actual copy placed in the professional employee's personnel file within five (5) days following the evaluation. A conference between the professional employee and the principal, the supervisor or other appropriate administrator, shall be held within five (5) days after the third (3rd) evaluation.

6. When more than one (1) evaluation is to be performed during the same year, two (2) different evaluators shall be involved in the evaluation process. In the event a principal is replaced after the list of qualified evaluators is posted, the administrator in charge of the building may perform evaluations even though his/her name does not appear on the

aforementioned list. The professional employee shall have the right to receive one (1) additional evaluation by a qualified evaluator by requesting such an evaluation in writing. The additional evaluation shall be performed by an evaluator that is identified on the list of qualified evaluators.

7. Each formal observation for evaluation shall be made in person for a minimum of thirty (30) consecutive minutes. Professional employees will be given advanced notification of formal evaluations.

8. Also to be considered in conjunction with the individual's performance are: teaching load; time to teach; adequate materials; planning period, or planning time; media and facilities; provisions for inservice education; mainstreamed students with active IEPs; and other factors that may influence the effectiveness of the professional employee. A copy of each written evaluation shall be submitted to the professional employee and upon request of the professional employee, a copy shall be sent to the Association within five (5) days. The professional employee shall sign each written evaluation. Such signature does not indicate his/her agreement or disagreement with the contents of the evaluation. On the evaluation instrument a place will be provided in each category for comments. It is possible that the professional employee may want to amplify and explain the rating. The professional employee shall be given an opportunity to review each written evaluation. The post-evaluation conference shall be held within five (5) days after the formal observation in a location conducive to the conference.

9. Nothing shall prohibit the District from conducting additional evaluations of professional employees and keeping records of these evaluations when the District feels such evaluations are required.

10. Building administrators shall establish a systematic process through which they will receive meaningful staff input regarding their performance. Such input will be one of the sources used by the building administrator in conjunction with his/her Professional Development Plan.

B. Reprimand

1. If a formal reprimand is to be entered into the professional employee's personnel file, the professional employee shall have the opportunity to have copies of all materials relating to the reprimand twenty-four (24) hours in advance of the formal presentation of the reprimand and to read the reprimand prior to the entry. The professional employee may have an Association representative present during the formal presentation of the reprimand. The administrator issuing the reprimand shall give sufficient notice of his/her intent to reprimand to allow the professional employee to seek Association representation.

2. The professional employee shall sign a statement that s/he has read the reprimand. Such signature does not indicate his/her agreement or disagreement with the content of the reprimand.

3. The reprimand may be removed from the professional employee's file at a later date by mutual agreement between the professional employee and the administrator (or the Superintendent or his/her designee) making the reprimand.

Article VIII – Personnel Files

A. All written personnel records to be used in considering professional employees for advancement, retention, promotion, probation, or discharge shall be kept in the professional employee's file which shall be maintained in the personnel office.

B. All materials placed in the professional employee's file and originating within the District shall be available to the professional employee at his/her request for inspection in the presence of the person(s) responsible for keeping the files, except all references and information originating outside the District on the basis of confidentiality and information obtained within the District in the process of recommending the professional employee for employment or promotion shall not be available for inspection by the professional employee.

C. The professional employee shall have the right to answer any material placed in the professional employee's personnel file and his/her answer shall be submitted to the principal, forwarded to the appropriate director and attached to all file copies.

D. By mutual agreement between the appropriate director and the professional employee, the professional employee shall have the right to place other pertinent material in his/her file.

E. Each professional employee shall be informed in writing of all serious complaints against him/her. This notification shall summarize the nature of the complaint. The professional employee will be notified in writing if the complaint is placed in his/her personnel file. If no notification is given, the complaint and/or all references thereto shall be removed from the professional employee's personnel file.

F. At least once every three (3) years, with the approval of the appropriate director, each professional employee shall have the right to delete those documents or materials in his/her file which s/he believes to be obsolete or otherwise inappropriate to retain, except those documents which the District is required to retain.

Article IX – Assignments, Vacancies, and Transfers

A. Assignment

1. Professional employees shall be assigned within the scope of their teaching certificates or major or minor fields of study. Having once been assigned to a specific grade level and/or subject matter area, a classroom teacher may be reassigned to a different grade level and/or subject matter area only after consultation.

2. Except for special circumstances, professional employees in the bargaining unit currently employed by the district shall continue in their same assignments and building placements for the forthcoming year unless they are 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 the professional employee in the school office.

3. When possible, a secondary teacher shall be scheduled with no more than two (2) preparations with the following exceptions:

   a. Naturally developed experimental programs

   b. Combined or specialized classes, which separately might have limited enrollments but which, are educationally desirable. The most frequently occur in Industrial Arts, Home Economics, Foreign Language, 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.

4. Any professional employee may request more than the normal number of preparations.

5. Professional employees shall not be required, except under exceptional circumstances, to be present in the classroom when a certificated specialist is in charge of the class.

6. 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.
7. 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

1. Notice of vacancies in new and existing positions for administrators, supervisors, department chairpersons, pupil personnel services, and teachers shall be forwarded to the Association, and shall be posted in each District building. During time when school is not in session, vacancy notices will be posted in the personnel office and sent to the Association. Notification of such positions shall include a description of the responsibilities and duties of the vacant position, as well as the grade level and, when possible, the specific school involved. The District will not fill a vacant position until at least eight (8) days after notifying the Association of the vacancy. Provided, however, that any vacancy occurring in a classroom teaching position through resignation, with less than two (2) weeks' notice, will not be filled until at least five (5) days after notifying the Association of the vacancy. Provided, further, that said notification indicates that the vacancy will be filled under the five (5) day provision.

2. During the summer months the Association and the District will make a good faith effort to notify all certificated personnel of the vacancy. All current professional employees who have applied for voluntary transfer shall be considered. 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.

3. The District reserves the right to encourage additional applicants to apply when such action is to the advantage of the District. All qualified professional employees shall be given an opportunity to make application for any advertised position. The District agrees to give consideration to the professional background, training, and achievements of all applicants.

C. Voluntary Transfers

1. 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.

2. When a vacancy occurs at a school site, professional employees may file a transfer application for the specific position. The application shall include the professional employee's qualifications, the site or school location and position sought, and seniority in the District, each of which shall be considered by the appropriate administrator responsible for manifest development. Present professional employees who have requested a transfer will be given first consideration for any vacancy.

3. All transfer applications will be considered in the development of the manifests for a particular vacancy. An applicant may be on more than one manifest at a particular school; however, no applicant will have more than one interview at that school in any application year, unless there is a change of principal during that year.

4. The applicants selected for the manifest shall be interviewed by the building administrator(s), unless the provisions of item 3 apply.

5. It is the intent of the District and the Association that reasonable effort be made to provide professional employees with information regarding the establishment of new positions as well as vacancies in existing positions. Notices of vacancies shall be dated, and shall include the name of the school and level or position to be filled. Notice(s) of vacancies will be sent bimonthly during the school year to the Association and to all school sites for posting. In addition, announcements of vacancies will be made on the District's voice mail and via e-mail; these announcements will be updated bi-monthly. No vacancy will be filled until at least eight (8) days after the first day of posting. If a professional employee has questions about the status of a vacancy, he/she should contact the office of the appropriate director.

6. These restrictions apply to the voluntary transfer process:

   a. The District reserves the right, under "special circumstances" to fill vacancies in a timely manner.

   b. The parties agree that there will be a window period from August 15 until two (2) weeks (10 school days) after school starts to hire without the eight (8) day waiting period.

c. From August 1 of one year until the end of that school year, the District shall retain the right to employ one (1) terminal employee for each position that is declared vacant.

d. Should a vacancy occur during the school year, transfer requests for that position will be given first consideration. If a transfer applicant is transferred to a vacant position, the actual transfer may be delayed until the beginning of the next semester.

7. The parties agree that 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.

8. 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.

D. Involuntary Transfers

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 at such time as it is determined by the appropriate director that a mutually satisfactory agreement cannot be reached. Involuntary transfers shall only be made for the following reasons: a decrease in the number of students which requires a decrease in the number of professional personnel, elimination of program(s) and/or reduction of funding, or school closing.

1. PROCEDURES

a. When the District determines that there is a surplus of staff in a school and there are two or more staff members currently employed in the identified surplus discipline or 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 on or before October 5th 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 s/he 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 s/he was originally transferred or to another junior high school.

g. Surplus elementary staff will be transferred to another elementary school 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 s/he was originally transferred or to another elementary school.

i. In the event a staff member must be placed in an assignment or teach a discipline for which s/he is certificated, but has not had teaching experience or major preparation, s/he 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 endorsement(s).

2. 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 counselor of each gender must be assigned to a school.

d. Personnel assigned as head coaches in the secondary schools 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 production 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 in the District, his/her service in this capacity will be counted in calculating total District experience.

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 involuntarily transferred, the professional employee shall have waived his/her right to subsequent return to said position.

j. It is agreed that professional employees involuntarily transferred prior to January 1, 1984 shall retain the right to return to the position from which they were involuntarily transferred. In the event such professional employee shall refuse to return to his/her former position, s/he shall forfeit any right to return to said position.

3. Professional employees are expected to indicate to the District as soon as possible, and in no case later than June 1, if they do not intend to return to the employ of the District for the next school year. 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.

4. The term "seniority" as used in this contract shall mean the total number of uninterrupted contract years in the District served in any position requiring a certificate issued by the State Board of Education. It is further

agreed that leaves of absence in excess of one 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.

Article X – Reduction in Force

A. Procedure for Reduction

This reduction in force policy shall only apply to professional employees on non-renewable status. When, in the judgment of the District, a decline in enrollment, a reduction of programs, or any other reason requires a reduction in staff, the administration shall attempt to accomplish the same by attrition. In the event that the necessary reduction of staff cannot be adequately accomplished by attrition, and given the necessity to employ and/or maintain the most competent and qualified staff available in the interest of perpetuating the highest quality educational program possible, the administration shall base its decision as to resulting contract renewals as follows:

1. Seniority shall accrue based on the number of uninterrupted contract years the professional employee has served in a position requiring a certificate issued by the State Board of Education. Any professional employee who has been granted, and who has taken an authorized unpaid leave of absence for longer than one (1) semester during any school year shall not accrue seniority for that contract year. A professional employee working for less than one (1) full semester during any school year shall not accrue seniority for that contract year.

2. Elementary reduction in force shall first be determined based on seniority. If there is no difference in the seniority of two (2) or more non-renewable professional employees, then performance and/or professional competence on the job, as determined by the principal(s), supervisor, or appropriate director shall be the determining criteria.

3. Secondary reduction in force shall first be determined based on seniority. If there is no difference in the seniority of two (2) or more non-renewable professional employees, then performance and/or professional competence on the job, as determined by the principal(s), supervisor, or appropriate director shall be the determining criteria.

4. Pupil Personnel reduction in force shall first be determined based on seniority within the specialized area authorized by certificate endorsement(s). If there is no difference in seniority within the specialized area authorized by certificate endorsements between two (2) or more non-renewable professional employees, then performance and/or professional competence on the job, as determined by the principal(s), supervisor, or appropriate director shall be the determining criteria

5. If the professional employee holds multiple certificate endorsements in specialized areas, such professional employee shall be placed on a seniority list for each of the areas with the number of uninterrupted contract years in the District applied to each list. However, professional employees who serve in positions, which are specially funded by monies other than state foundation program funds, shall only be placed on a seniority list for positions similarly funded.

6. The District will notify the Association of professional employees to be non-renewed under this policy.

B. Procedure for Reinstatement

1. Professional employees non-renewed under the reduction in force policy shall be assumed to be performing satisfactorily. Said professional employees shall retain service credit previously granted prior to lay-off.

2. Any professional employee non-renewed pursuant to this reduction in force provision shall have reinstatement rights until the beginning of the next contract year for any position for which s/he is certified and qualified. Reinstatements shall be in reverse order of non-renewal: the last non-renewed person will be the first offered reinstatement. Professional employees who are offered reinstatement to a position for which they are certified and qualified shall, within ten (10) calendar days, accept the reinstatement offer by notifying the Deputy Superintendent in writing. If a professional employee rejects an offer of reinstatement or fails to advise the Deputy Superintendent in writing within ten (10) calendar days of his/her acceptance, such professional employee shall lose the right to reinstatement.

C. Intent

It is the intent of the Board that professional employees on renewable status will not be affected by an involuntary reduction in force. However, if an involuntary reduction in force of professional employees on renewable contract status is

necessary as determined by the District, the following criteria shall be considered by the District prior to involuntarily reducing staff members on renewable contract status: (1) The District's curriculum and staffing needs, as determined within secondary subject areas, elementary grade levels, and pupil personnel assignments, on a District-wide basis, and (2) the staff's area(s) of certificate endorsement(s). Staff seniority shall be the principal consideration when not in conflict with Idaho law and the foregoing criteria.

Article XI – Job Sharing

A. Job sharing shall mean the voluntary employment of two professional employees to fill a full-time teaching position. Each professional employee shall hold the required and necessary state certification for the shared position. The specific job assignments for each professional employee who has been approved for job sharing shall be determined by the appropriate director. The final decision to approve or not to approve job sharing shall rest with the appropriate director. The director's decision shall not be grievable.

B. Seniority and leave benefits shall be prorated.

C. Each professional employee will be issued a standard teacher's contract.

D. Full fringe benefits will be given to each job sharing professional employee.

E. Upon approval of the appropriate director, two professional employees may also divide a school year and each work one semester.

F. Sharing professional employees will attend all teacher conferences and all building meetings as required by the principal.

G. In the event one of the sharing professional employees is absent, a substitute shall be hired, if requested and approved by the building principal.

H. If one professional employee of a shared job resigns, the District shall secure a replacement unless the other professional employee volunteers to take over.

I. Each sharing renewable contract professional employee has a right to a full-time position, if available, and renewable contract status. Notice of intent to return to a full-time position must be given to the appropriate director on or before May 15.

J. Each professional employee working part-time shall receive a teaching allowance of two hundred fifty dollars ($250.00).

Article XII – Leaves

A. Sick Leave

1. At the beginning of each school year, each professional employee shall be credited with one (1) day of sick leave allowance for each month s/he is under contract during the year.

2. Professional employees employed on a part-time basis or for part of a school year shall receive a pro-rated portion of the annual sick leave.

3. The unused portion of such allowance shall accumulate from year to year.

4. Sick leave is to be used for absences caused by disability resulting from illness or injury, and will be charged on either a half-day or full day basis.

5. In addition, professional employees who have exhausted their sick leave allowance are entitled to five (5) days of sick leave with the amount of the substitute's pay being deducted from their salary.

6. 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. Family Illness

As limited below, professional employees shall be allowed to use sick leave during any one (1) year when such absence is due to illness of a member of the individual's immediate family: son, daughter, spouse, father, mother, brother,

sister, or foster parent. The Superintendent or Deputy Superintendent has the discretion to expand the definition of family.

C. Bereavement Leave

During any one (1) year professional employees 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, aunts, uncles, or professional employee's spouse. The Superintendent or Deputy Superintendent has the discretion to expand the definition of family.

D. Limitations

1. In any one (1) year, a professional employee may use up to a maximum of thirteen (13) days with full pay for reasons of bereavement and/or family illness. The thirteen (13) days shall be charged in the following manner: the first five (5) such days used shall be charged against bereavement leave; the second five (5) such days shall be charged against the professional employee's personally accumulated sick leave; the final three (3) such days shall be charged against personal leave. If any professional employee uses more than thirteen (13) days for reasons of family illness and/or bereavement, said professional employee will be allowed three (3) additional leave days provided s/he shall have the cost of the substitute for the additional days deducted from his/her salary.

2. The Superintendent, or designee, may extend the definition of family illness or bereavement leave under unusual circumstances. Requests for such extension should be directed through the principal to the Superintendent or designee.

3. The Superintendent, or designee, may extend the time limitation of bereavement leave under unusual circumstances. If granted, the extension will be charged against the professional employee's sick leave.

E. 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 days of personal leave, 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 individual professional employees will not be carried over from one fiscal year to another. All such grants will end at the termination of the school year. If 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 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.

F. Extended Leave Upon Exhaustion of Sick Leave

1. Professional employees who are unable to perform their professional duties because of a disability resulting from illness or injury and who have 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 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.

G. Personal Leave

1. Personal leave shall be granted for any reason deemed necessary by the professional employee at the rate of three (3) days per year. Advance notice will be given when possible using the District provided form. Personal leave days may be taken as full or half days at the discretion of the professional employee.

2. 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 Superintendent or designee.

3. Each professional employee shall have the following options: (A) converting unused personal leave to sick leave, or (B) converting unused personal leave into compensation at the rate of $45.00 per day, or (C) accumulating personal leave from year to year to a maximum of six (6) days. At the end of each school year, personal leave in excess of three (3) days must be converted to sick leave or compensated at the rate of $45.00 per day. Professional employees exercising option B shall notify the District payroll office in writing no later than the last work day of the same school year that the unused personal leave was earned. Unused personal leave for professional employees not exercising option B shall accumulate as sick leave.

4. Upon exhaustion of personal leave, up to two (2) days of emergency personal 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 professional employee from reporting to work. At the discretion of the Superintendent or his/her designee, additional leave (in excess of the two days) may be granted. The employee shall pay the cost of a substitute for any additional days.

H. Adoptive Leave

Upon the adoption of a child, twenty (20) days of accumulated personal sick leave shall be authorized upon request. Additional accumulated sick leave days may be authorized upon the approval of the Superintendent. An additional maximum of

five (5) days of accumulated sick leave may be authorized for required legal proceedings prior to adoption.

I. 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, if a qualified and competent replacement can be found. Upon return from such leave, the professional employee shall be provided, if appropriate, with a position similar to the one held prior to the commencement of the leave. All rights of renewable contract, 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. Requests for leave shall be submitted thirty (30) work days prior to the date on which the leave is to begin.

2. Professional employees who are participating in District-provided insurance programs may continue to participate during the leave of absence by paying the premiums for such insurance coverage.

J. Religious Leave

Professional employees 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.

K. 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, s/he 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.

L. Military Leave

Professional employees who are 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.

M. Sabbatical Leave

1. The District agrees to fund a sabbatical leave program for current employees at the rate of $100,000 per year.

2. Professional employees who have 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 have 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 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 s/he not on sabbatical leave).

5. The Board may authorize a salary not to exceed the full amount the professional employee would receive were s/he not on sabbatical leave.

6. 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, s/he 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.

7. Within ninety (90) days after the professional employee returns to full-time duty from sabbatical leave, s/he shall submit to the Superintendent 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.

8. Professional employees shall include with their 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, s/he shall so notify the Association and the Superintendent and receive the approval of both before any changes shall be authorized.

9. 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.

10. 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.

N. 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. Professional employees may be granted one (1) day leave to: (a) receive a college baccalaureate of graduate degree; (b) take comprehensive examinations required as part of completion of a graduate degree program; or (c) defend a doctoral dissertation or a master's thesis.

   Professional employees who are required to appear in any legal proceedings connected with their employment with the District may be absent without loss of pay.

O. Public Service Leave

1. Professional employees 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 (adjournment through the end of the school year), the professional employee shall receive pay and benefits at his or her daily rate for days or portions thereof, not to exceed five (5) 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.

P. Extended Leaves

Employees may be granted leaves 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 s/he held before commencement of 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. Professional employees who are participating in District-provided insurance programs may continue to participate during the leave of absence by paying the premiums for such insurance coverage.

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 s/he 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. Professional employees who participate in District-provided insurance programs may continue to participate during the leave of absence by paying the premiums for such insurance coverage. The employee shall notify the Superintendent of his or her intent to return or not to return to the District by April 15 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.

Q. Securing Substitutes

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

R. 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, s/he 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.

Article XIII – Work Day

A. Professional employees shall have a seven and one-half (7 ½) hour work day. The period of time specified for the workday shall be:

1. Elementary Schools – thirty (30) minutes prior to the beginning of the professional employee's instructional day, to thirty (30) minutes after the conclusion of the professional employee's instructional day.

2. Junior High Schools – twenty-five (25) minutes prior to the beginning of the professional employee's instructional day, to twenty-five (25) minutes after the conclusion of the professional employee's instructional day.
3. Senior High Schools – twenty (20) minutes prior to the beginning of the professional employee's instructional day, to twenty (20) minutes after the conclusion of the professional employee's instructional day.

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, professional employees' work time before and after school may be adjusted to allow for special circumstances. However, professional employees 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 (7 ½) hour 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 (6 ½) hours 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 hours and forty-five minutes (2:45).

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, each professional employee's duty-free lunch period shall be consistent with and shall not exceed the building lunch schedule. Provided further, special circumstances may cause lunch room, hall and/or playground duties to be assigned to professional employees during their 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 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 (160) minutes at grade K, in blocks of twenty (20) minutes, shall count as part of the professional employee's instructional day. If it becomes necessary to apply the provisions of Article X of the Master Contract, or in the event of other "special circumstances," loss of preparation time shall not be grievable.

Article XIV – Work Year

A. The basic contract year for professional employees herein covered shall be one hundred ninety (190) days consisting of hundred eighty days in session (180 instructional days), five (5) paid holidays (Labor Day, Thanksgiving, Christmas, New Year's Day and Memorial Day), three (3) days of pre-school orientation, and

two (2) days of State Board of Education recommended in-service training. 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 ninety (190) 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 ninetieth (1/190) of his/her salary for each additional day contracted. This Section shall not affect the professional employees who take on additional duties such as summer music, summer recreation, curriculum writing, summer maintenance work, and others.

B. A professional employee assigned to teach kindergarten shall make a home visit to the home of each student assigned to his/her class(es) during non-contract days prior to the pre-school orientation. Each such professional employee shall be paid the sum of seven hundred fifty dollars ($750.00) for these home visits. Professional employees assigned to teach one (1) session shall be paid the sum of three hundred seventy-five dollars ($375.00) for these home visits.

C. 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 and Thanksgiving shall be an early release day for all students. Early release days and half days shall be designated and publicized before the school year begins. Professional employees shall work a full seven and one-half (7 ½) hours during any early release day.

D. Before-school workshops will be held before the beginning of the school year. All new professional employees will be required to attend the new teacher workshops before the opening of school. Those professional employees returning for their second contract year or beyond who are assigned to classroom duties shall begin the first contract day at 8:30 a.m. with the general meeting completed by no later than 10:30 a.m. By 11:00 a.m. professional employees will return to their buildings to work in their rooms the remainder of that day and the next day. During those first three days, the building principal may use up to a maximum of two (2) hours for a staff meeting which affects the entire professional staff.

E. The District will provide an outline or agenda for each workshop at each student attendance center five (5) working days prior to the workshop.

F. The Board agrees that two (2) members of the Calendar Committee may be appointed by the Association.

G. 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 XV – Site-Based School Improvement

The leadership team of a school participating in site-based school improvement may request from the executive committee of the Boise Education Association a waiver from a provision(s) of the Master Contract. Requests must have prior District approval.

Article XVI – Department Chairs

A. There will be a core curriculum secondary department chairperson in the areas of language arts, science, mathematics, and social studies. There will be elective secondary department chairpersons in the areas of physical education/health, foreign language, home economics, art, music, industrial technology, business, or any combination thereof, as determined by the building principal.

B. The selection of the department chairperson will be made by the building principal and District supervisor after consultation with the staff of that department. Acceptance of the position of department chairperson shall be voluntary.

Article XVII – Professional Dues

A. 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 that may be used for professional activities. That sum of money shall be paid to each professional employee in ten (10) equal monthly installments, commencing in November. Professional employees in the employ of the District on or after November 1 shall receive a pro-rated sum based upon their date of employment paid in increments through the end of the contract year. However, professional employees who do not complete the contract year shall not receive

any pro rata increments after their last day of employment. It is agreed that membership in any professional organization(s) is not a condition of employment.

B. The Board agrees, as a matter of convenience to Association members, to provide for payroll deductions of dues to the Association and its affiliates. These deductions shall be on a voluntary basis.

C. The Association may contact professional employees, secure from them signed authorization cards and submit an alphabetical list of professional employees from whom payment for professional dues has been authorized along with signed authorization cards showing the amount of dues. The payment authorization list and cards will be submitted by October 31 of each year.

D. Dues shall be deducted from the salary of all professional employees who provide written authorization in ten (10) equal deductions beginning with the November paycheck. This money shall be transmitted to the treasurer of the Association by the 10th of the following month. A computer printout of professional employees authorizing Association dues deduction shall be sent to the Association with the payment.

E. The Board agrees to furnish the Association with: 1) an alphabetical list of all professional employees covered by this agreement and 2) an alphabetical list of all professional employees by building no later than September 25th of each year.

F. Additional written authorization for dues deductions, when received by the District from the Association during the school year, will be prorated over the remaining monthly payments of the employee's current salary.

G. The District will not be liable to the Association for the remittance or payment of any sum other than authorized in writing by the professional employee. Any dues due from the professional employee in excess of the authorized payment must be collected directly from the professional employee. The Association will indemnify and save the District harmless from any liability, claims, deductions, costs and attorney fees incurred by the District in connection with the payroll deduction and payment of dues to the Association. The Association agrees to reimburse the District for the amount of money paid by the District which payment is determined to be illegal or improper.

Article XVIII – Payroll Deductions

Upon appropriate written authorization from the professional employee, the District shall deduct from the salary of any professional employee and make appropriate remittance for tax-sheltered annuities, income protection plans, credit union, or any other plans or programs approved by the Association and the District. New tax sheltered annuities or income protection plans must have a minimum of twenty-five (25) professional employees enrolled.

Article XIX – Insurance

A. The District shall provide, at no premium cost to the professional employee, 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.

5. Spouse and dependent term life coverage.

B. 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.

C. 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.

D. 1. Insurance benefits for new professional employees will start on October 1, or the first day of the month immediately following thirty (30) days of employment in the case of professional employees hired after September 1. This shall apply only to professional employees who have completed the information necessary to establish insurance coverage prior to the twenty-fifth (25^{th}) 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. Professional employees who request and receive a lump sum payment will receive insurance coverage for thirty (30) days after the lump sum payment.

2. A professional employee has thirty (30) days from the date of employment to make application for personal or dependent insurance coverage. If this deadline is not met, those professional employees who do 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. Professional employees have thirty (30) days from the date of qualifying event (e.g., birth, adoption, and marriage) to add new dependents to the coverage.

E. An insurance committee shall be established and shall be comprised of three members appointed by the Association and three 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.

F. Any additional fringe benefits shall be compatible with the payroll system.

Article XX – Compensation

A.

INDEPENDENT SCHOOL DISTRICT OF BOISE CITY
BOISE, IDAHO
Basic Salary Schedule (Index $22,000 Base)
2000-2001

YRS. EXP.	OUT-EXP	I BA	II BA+9	III BA+15	IV BA+30	V BA+45 or MA	VI MA+9	VII MA+15	VIII MA+30
0	0	23,100	23,980	24,915	25,908	26,961	28,078	29,482	30,956
1	1-2	23,980	24,915	25,908	26,961	28,078	29,482	30,956	32,504
2	3-4	24,915	25,908	26,961	28,078	29,482	30,956	32,504	34,129
3	5-6	25,908	26,961	28,078	29,482	30,956	32,504	34,129	35,835
4	7	26,961	28,078	29,482	30,956	32,504	34,129	35,835	37,627
5	8	28,078	29,482	30,956	32,504	34,129	35,835	37,627	39,508
6*	9	29,482	30,956	32,504	34,129	35,835	37,627	39,508	41,483
7*	10 or more	30,956	32,504	34,129	35,835	37,627	39,508	41,483	43,557
8		32,504	34,129	35,835	37,627	39,508	41,483	43,557	45,735
9		34,129	35,835	37,627	39,508	41,483	43,557	45,735	48,022
10		35,835	37,627	39,508	41,483	43,557	45,735	48,022	50,423
11				41,483	43,557	45,735	48,022	50,423	52,944
Mid Career Step**						47,107			
Career Step**									55,591

INDEPENDENT SCHOOL DISTRICT OF BOISE CITY
BOISE, IDAHO
Basic Salary Schedule (Index $22,880 Base)
2001-2002

YRS. EXP.	OUT-EXP	I BA	II BA+9	III BA+15	IV BA+30	V BA+45 or MA	VI MA+9	VII MA+15	VIII MA+30
0	0	24,024	24,939	25,911	26,944	28,039	29,201	30,661	32,194
1	1-2	24,939	25,911	26,944	28,039	29,201	30,661	32,194	33,804
2	3-4	25,911	26,944	28,039	29,201	30,661	32,194	33,804	35,494
3	5-6	26,944	28,039	29,201	30,661	32,194	33,804	35,494	37,269
4	7	28,039	29,201	30,661	32,194	33,804	35,494	37,269	39,132
5	8	29,201	30,661	32,194	33,804	35,494	37,269	39,132	41,089
6*	9	30,661	32,194	33,804	35,494	37,269	39,132	41,089	43,143
7*	10 or more	32,194	33,804	35,494	37,269	39,132	41,089	43,143	45,300
8		33,804	35,494	37,269	39,132	41,089	43,143	45,300	47,565
9		35,494	37,269	39,132	41,089	43,143	45,300	47,565	49,943
10		37,269	39,132	41,089	43,143	45,300	47,565	49,943	52,440
11				43,143	45,300	47,565	49,943	52,440	55,062
Mid Career Step**						48,992			
Career Step**									57,815

INDEPENDENT SCHOOL DISTRICT OF BOISE CITY
BOISE, IDAHO
Basic Salary Schedule (Index $23,566 Base)
2002-2003

YRS. EXP.	OUT-EXP	I BA	II BA+9	III BA+15	IV BA+30	V BA+45 or MA	VI MA+9	VII MA+15	VIII MA+30
0	0	24,744	25,687	26,688	27,751	28,880	30,076	31,580	33,159
1	1-2	25,687	26,688	27,751	28,880	30,076	31,580	33,159	34,817
2	3-4	26,688	27,751	28,880	30,076	31,580	33,159	34,817	36,558
3	5-6	27,751	28,880	30,076	31,580	33,159	34,817	36,558	38,386
4	7	28,880	30,076	31,580	33,159	34,817	36,558	38,386	40,305
5	8	30,076	31,580	33,159	34,817	36,558	38,386	40,305	42,320
6*	9	31,580	33,159	34,817	36,558	38,386	40,305	42,320	44,436
7*	10 or more	33,159	34,817	36,558	38,386	40,305	42,320	44,436	46,658
8		34,817	36,558	38,386	40,305	42,320	44,436	46,658	48,991
9		36,558	38,386	40,305	42,320	44,436	46,658	48,991	51,441
10		38,386	40,305	42,320	44,436	46,658	48,991	51,441	54,013
11				44,436	46,658	48,991	51,441	54,013	56,714
Mid Career Step**						50,461			
Career Step**									59,550

***B.** For initial placement on this schedule, teachers new to the District will be placed as follows: Category I through IV may not be placed higher than the 6th step; Categories V through VIII may not be placed higher than the 7th step.

C. All 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. In the case of a professional employee who has accepted an extra-curricular assignment, physical education credits shall be recognized for 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 [3] 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.

D. **Professional Degrees Beyond the Masters Degree:** Professional employees who earn an educational specialist degree or two (2) or more masters degrees shall be paid a yearly stipend of $1500.

Professional employees who earn a doctoral degree shall be paid a yearly stipend of $2200.

E. **Early Career Increment:**
In addition to being compensated in accordance with the salary schedule, early career professional employees will receive an early career increment as outlined below. The early career increment is calculated on the base salary for that year and then added to the employee's step on the salary schedule.

Year	BA	BA+9	BA+15	BA+30	BA+45/MA
0	5%	4%	3%	2%	1%
1	4%	3%	2%	1%	
2	3%	2%	1%		
3	2%	1%			
4	1%				

For 2000-2001, the early career increment will be calculated on a base salary of $22,000. See chart below:

Year	BA	BA+9	BA+15	BA+30	BA+45/MA
0	$1100 (5%)	$880 (4%)	$660 (3%)	$440 (2%)	$220 (1%)
1	$ 880 (4%)	$660 (3%)	$440 (2%)	$220 (1%)	
2	$ 660 (3%)	$440 (2%)	$220 (1%)		
3	$ 440 (2%)	$220 (1%)			
4	$220 (1%)				

Example: 2000-2001 base salary of $22,000:

A. BA, Step 0: $22,000 + $1100 (5% x $22,000) = $23,100
B. BA+9, Step 2: $25,468 + $440 (2% x $22,000) = $25,908

The inclusion of early career increments on the salary schedule creates an artificial corner until it phases out.

F. In-District Career Increment

Commencing with the professional employee's 25th year or more in a certificated position in the Boise District, the employee will become eligible for an in-district career increment. It is agreed that leaves of absence in excess of one semester approved by the District shall not be counted as a year of service. The in-district career increment will be phased in as follows:

1. In 2000-2001: all eligible employees beginning their 25th year or more of employment in the District will receive a $500 stipend.

2. In 2001-2002: all eligible employees beginning their 25th year of employment in the District will receive a $500 stipend. All eligible employees beginning their 26th year or more of employment in the District will receive a $1000 stipend.

3. In 2002-2003: all eligible employees beginning their 25th year of employment in the District will receive a $500 stipend. All eligible employees beginning their 26th year of employment will receive a $1000 stipend. All eligible employees beginning their 27th year or more of employment in the District will receive a $1500 stipend.

Commencing with the 2003-2004 school year and thereafter, all eligible employees, as defined above, will receive the following:

- ♣♣ Employees beginning their 25th year of employment in the District receive a $500 stipend.
- ♣♣ Employees beginning their 26th year of employment in the District receive a $1000 stipend.
- ♣♣ Employees beginning their 27th year or more of employment in the District receive a yearly $1500 stipend.

G. Salary

1. **Salary for 2000-2001**: The District will fund a 4.717% increase on the base of the salary schedule. Such increase is calculated based on:

   a. 4.217% increase on the 1999-2000 base of $21,009
   b. .5% added to the base salary for an additional contract day for in-service needs
   c. Once added to the base, any increases will be on-going
   d. The additional contract day will bring the contract year to 190 days.

2. **Salary for 2001-2002**: The District will fund a 4% increase on the base of the salary schedule for a 190-day contract year. If monies are available and the day desirable, the District will add .5% to the base for an additional contract day for in-service needs, bringing the contract year to 191 days. Once added to the base, any increases will be on-going. If monies are not available, the contract year will remain at 190 days.

3. **Salary for 2002-2003**: The District will fund a 3% increase on the base of the salary schedule for a 190 day contract year (191 days if monies were available to fund an additional .5% increase on the base in 2001-2002). If monies are available and the day desirable, the District will add .5% to the base for an additional contract day for in-service needs, bringing the contract year to 191 or 192 days, contingent on whether a contract day was added the previous year. Once added to the base, any increases will be on going. If monies are not available, the contract year will remain at 190 or 191 days, contingent on whether a contract day was added the previous year.

4. The following chart depicts the four possible scenarios under this agreement: Possible Scenarios for Contract Years 2001-2002 and 2002-2003:

	Scenario #1		Scenario #2		Scenario #3		Scenario #4	
Year	Increase	Days	Increase	Days	Increase	Days	Increase	Days
2001-2	4%	190	4%	190	4.5%	191	4.5%	191
2002-3	3%	190	3.5%	191	3%	191	3.5%	192

5. The District will determine the affordability of adding an extra contract day in years 2001-2002 and 2002-2003 by April 15th of each year. The District and Association negotiation teams will assess the desirability of adding extra day(s) to the contract for 2001-2002 and 2002-2003 by April 15th of each year.

H.** Professional employees who reach the eleventh (11th) step of the BA + 45 or MA lane will receive advancement to the mid-career step the contract year following their eleventh (11th) step placement. This mid-career step is to be paid to the professional employee in addition to other salary increases, which occur on the schedule. Educational increments shall be paid each year.

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

I. 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. Professional employees with this certification 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 Master's Degree.

J. Professional employees completing academic requirement for advancement on the basic salary schedule shall have their contracts rewritten to reflect a full year earned increment, provided official transcripts are submitted to the directors of education as proof of the completion of said requirement, no later than November 1st.

1. Official transcripts received after November 1 and no later than February 1 will be accepted for advancement on the basic salary schedule on a prorated basis. Said advancement shall become effective on the date said transcript is received in the director's office.

2. Official transcripts received after February 1 will be accepted for advancement on the basic salary schedule commencing with the contract issued at the beginning of the following school year.

3. Proof of re-certification shall be the certificate.

K. Professional employees who have 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 school year, time equal to the shorter semester will qualify the professional employee for advancement on the salary schedule.

L. Professional employees 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. Professional employees 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. Professional employees working part of a six (6) period day in senior high will be paid one-sixth (1/6) of their daily salary for each period worked. Where the working day is not comprised of instructional periods, the length of working day shall be determined by the number of instructional hours the professional employee is required to be present in the building.

M. A teacher aide, for purposes of this agreement, is defined as a person, certificated or uncertificated, employed by the District to assist a teacher or teachers in the classroom. Certificated personnel employed full-time by the District with full teacher responsibility for a classroom will be paid a regular teacher's salary as determined by the year in which such teacher is employed. Intern teachers in an established college or university program will be exempted from this provision.

N. It is agreed that counselors assigned to one or more activities not included in their job description or normal working day shall be compensated on the same basis as other professional employees accepting the same or similar assignment. The maximum contractual days for a counselor in the District are two hundred seven (207).

O. Professional employees covered by this Contract shall be admitted free to any high school activity within the District over which the District has control upon presentation of a courtesy ticket provided by the District.

P. The District agrees to provide each professional employee and dependents, at no cost to the professional employee, with an independent, confidential, and voluntary Employee Assistance Program (EAP). This program will provide up to eight (8) visits per problem at Saint Alphonsus outpatient counseling center at no charge to the individual(s). The problem may include, but are not limited to stress, family strife, emotional illness, substance abuse, compulsive behavior, financial pressures, and legal conflicts

Q. The Early Retirement Incentive Program (ERIP) will be reviewed annually with a report made in August to the Association Executive Board and the Board of Trustees.

R. All professional employees on the teachers' salary schedule, psychologists and social workers shall be reimbursed for required travel within the District during normal working hours the per mile rate according to federal guidelines.

S. 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.

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

U. Psychologists' and Social Workers' Salary Schedule

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

(1) EXPERIENCE FACTOR

In-District Years Experience	Out-of-District Years Experience	Experience Factor
0	0	.990
1	1-2	1.018
2	3-4	1.043
3	5-6	1.064
4	7-8	1.080
5	9-10	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

(2) RESPONSIBILITY FACTOR

Psychologist	+.115
Social Worker	+.045

(3) EDUCATION FACTOR

M.A.	+.01
M.A.+9	+.02
M.A.+15	+.04
M.A.+30	+.05
M.A.+60, Spec., or Doctorate	+.06

For initial placement on this schedule, psychologists and social workers who are new to the District will not be placed higher than the fifth (5^{th}) step.

Explanation of the application of this formula: Multiply the base by the appropriate combined factors and by the number of days employed to determine the total annual salary. The maximum number of days employed shall be: Psychologist – one hundred ninety-seven (197) and Social Worker – one hundred ninety-four (194).

V. Payroll checks shall be issued on or about the 25^{th} of each month.

W. Each professional employee shall receive his/her contract salary in twelve (12) payments, unless: employment begins during the school year, the employee resigns prior to the end of the school year, the employee resigns and requests a lump sum payment, or extenuating circumstances intervene.

Article XXI – Supplemental Compensation

A. Professional employees assigned one 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:
   - A. Risk of Injury
   - B. Pressure
   - C. Travel
   - D. Budgeting
   - E. Number of Assistants

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

Number of Credits	Index
1-3	.025
4-6	.050
7-9	.075
10-12	.100
13-15	.125
16-18	.150

3. Experience in Specific Sport

In District Years	Out of District Years	Index
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

In District Years	Out of District Years	Index
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

Number of Participants	Index
0-15	.025
16-30	.050
31-45	.075
46-60	.100
61-75	.125
76-100	.150

5. Season Length

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

6. A. 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 the following percentile increases on their previous coaching compensation.

Commencing in the 2000-2001 school year, indexed coaches shall receive an increase of 4.2%, in the 2001-2002 school year indexed coaches shall receive a 4% increase, in the 2002-2003 school year indexed coaches shall receive a 3% increase.

B. For all grandfathered coaches:

Commencing in the 2000-2001 school year, all coaches not currently compensated on the index plan will receive the following percentile increases on their previous coaching compensation for the sport(s) in which they were grandfathered. In the 2000-2001 school year, grandfathered coaches shall receive an increase of 4.2%, in the 2001-2002 school year grandfathered coaches shall receive a 4% increase, in the 2002-2003 school year grandfathered coaches shall receive a 3% increase.

7. 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 season for reasonable cause. Said coach will retain rights to his/her assignment and compensation level upon his/her return.

8. A coach who leaves a coaching assignment or assignments, and later resumes coaching in 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.

9. The District shall provide an annual stipend of $325 to Athletic Trainers for the purpose of assisting in the cost of maintaining NATA certification. Unused stipend amounts, up to a total of $975, can be accumulated until three years from the date of the allocation of the initial stipend.

10. It is the intent of the District to hire an additional NATA certified trainer for each school by the beginning of the 1997-98 school year.

High School/Junior High/Elementary Base Amounts

Sports/Activity	Base Girls	Base Boys
Varsity Head Baseball/Softball	1,500	1,500
Varsity Assistant Baseball/Softball	1,050	1,050
Sophomore Head Baseball/Softball	1,150	1,150
Sophomore Assistant Baseball/Softball	1,000	1,000
Varsity Head Basketball	2,500	2,500
Junior Varsity Basketball	1,150	1,150
Sophomore A Basketball	1,150	1,150
Sophomore B Basketball	1,000	1,000
9th Grade A Basketball	1,050	1,050
9th Grade B Basketball	850	850
8th Grade A Basketball	950	950
8th Grade B Basketball	800	800
Varsity Head Football	XXXX	3,300
Varsity Assistant Football	XXXX	1,450
Sophomore Head Football	XXXX	1,475
Sophomore Assistant Football	XXXX	1,400
9th Grade Head Football	XXXX	1,050
9th Grade Assistant Football	XXXX	850
8th Grade Head Football	XXXX	950
8th Grade Assistant Football	XXXX	675
Varsity Head Soccer	1,500	1,500
Junior Varsity Soccer	1,150	1,150
Varsity Head Volleyball	1,500	XXXX
Junior Varsity Volleyball	1,150	XXXX
Sophomore Volleyball	1,150	XXXX
9th Grade A Volleyball	1,050	XXXX
9th Grade B Volleyball	950	XXXX
8th Grade A Volleyball	950	XXXX
8th Grade B Volleyball	800	XXXX
7th Grade A/B Volleyball	575	XXXX
7th Grade C/D Volleyball	575	XXXX
Varsity Head Wrestling	XXXX	1,500
Varsity Assistant Wrestling	XXXX	1,150
8th/7th Grade Head Wrestling	XXXX	950
8th/7th Assistant Wrestling	XXXX	800

Sports/Activity	Base
Varsity Head Track	1,500
Varsity Assistant Track	950
Junior High Assistant Track	925
Varsity Head Tennis	1,500
Junior Varsity Tennis	1,150
9th Grade Tennis	700
8th Grade Tennis	350
7th Grade Tennis	350
Varsity Head Golf	950
Varsity Assistant Golf	500
Junior High Golf	350
Varsity Trainer (NCAT)*	4,100
Varsity Trainer (Non-NCAT)*	2,925
Varsity Assistant Trainer (NCAT)*	1,725
Varsity Assistant Trainer (Non-NCAT)*	1,025
High School Athletic Director**	4,250
High School Assistant Athletic Director*	1,300
Junior High Athletic Director*	1,700
Varsity Cross Country	1,500
Varsity Assistant Cross Country	950
Junior High Cross Country	875
Elementary Boys Basketball	650
Elementary Girls Basketball	650
Elementary Track	650
Elementary Athletic Representative*	500

*Because the base amount for these positions reflect the level of responsibilities, in determining supplemental compensation for these positions, only the following criteria will be used: Education and Experience.

**The base amount listed for the high school athletic director reflects his/her summer responsibilities. In determining supplemental compensation for this position, only the following criteria will be used: Education and Experience.

B. Professional employees assigned one 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 professional employees 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
Cheerleader	.070	Orchestra	.080
Debate	.080	Music (Vocal)	.080
Dramatics	.025*	Newspaper	.080
(Assistant)	.015**	Pep Club	.030

* Per major production with a maximum of .100
** Per major production with a maximum of .060

Junior High

Annual	.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		

Department Chairs High School (Core Curriculum)	$1500 per chair
Department Chairs Junior High (Core Curriculum)	$1200 per chair
Each High School (Elective Department Chairs and Head Counselors)	$5760
Each Junior High (Elective Department Chairs)	$3600
Academic Decathlon Coaches	$500 per school

Technology Coordinators* will be paid a stipend of $1580 per year for the next three (3) school years ending June 30, 2003.

# of Schools	Size	Min. # Coordinators	Total # Coordinators	Leave Days	Total Days
2	High School w/over 1200	4	8	20	40
2	High School w/under 1200	3	6	15	30
8	Junior High	2	16	10	80
18	Elementary w/over 450	2	36	10	180
16	Elementary w/under 450	1	16	5	80
3	Alternate Schools	1	3	5	15

*Schools choosing to utilize more than the total number of technology coordinators authorized will divide the stipend for the total number of coordinators authorized among the number of coordinators the schools choose to utilize. Minimum number of coordinators per building are depicted.

The increments scheduled below shall be paid to the individual(s) supervising the school lunch room, halls, and/or playground during the lunch period. It is intended that an increment pay for approximately one (1) hour of daily duty.

1 School @ 1 increment of $800 = $800 (Madison)
9 Schools @ 2 increments of $800 = $14,400 (Adams, Collister, Highlands, Longfellow, Monroe, Owyhee, Roosevelt, Washington, and Whittier)
14 Schools @ 3 increments of $800 = $33,600 (Cole, Hawthorne, Hillcrest, Jackson, Jefferson, Koelsch, Lowell, Maple Grove, McKinley, Mountain View, Pierce Park, Taft, Valley View, and Whitney)
10 Schools @ 4 increments of $800 = $32,000 (Amity, Cynthia Mann, Franklin, Garfield, Horizon, Liberty, Riverside, Shadow Hills, Trail Wind, and White Pine)

Total - $80,800

Article XXII – Grievance Procedure

A. Definitions

1. A grievance is a complaint that there has been a violation or misinterpretation of the terms of this Contract.

2. An "aggrieved person" is a professional employee or professional employees 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.

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, 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, they, and the District, may mutually agree to resolve said grievances by joining said grievances together as one grievance. Said grievance may be pursued by the grievants through final and binding arbitration, with the results binding on all the grievants.

5. If the District and the grievants agree to resolve the common grievances by joining the grievances together as one grievance, those professional employees joining their grievances together into one 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, then a hearing officer will be appointed at Level III.

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

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. 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. 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

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. 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. Upon conclusion of the hearing, the Superintendent 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

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. 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. 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 names. The remaining name on the list shall serve as the arbitrator.

3. If a question arises as to 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 XXIII – Savings Clause

Should any part of this agreement be found to be in conflict with federal or state law or regulation or any policy, rule, 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 XXIV – Agreement to Negotiate and Bargain Collaboratively

The Board and the Association agree to negotiate within thirty (30) days of receipt of the written request of either party. However, 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 at monthly meetings allocated for this purpose.

Article XXV – Amendments

Amendments 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.

Article XXVI – Individual Contracts

A. Individual employment contracts issued prior to ratification of a successor agreement shall be for the same salary as the previous employment contract. The salaries stated on said contracts at the time of issue shall be adjusted following ratification to conform to the terms of the successor agreement.

B. In the event that a successor agreement is not ratified by the end of the third week of May, the parties agree that individual employment contracts for the subsequent contract year shall be issued to professional employees.

Article XXVII – Duration

The provisions of this Agreement will be effective as of August 26, 2000 and will continue and remain in full force and effect until August 25, 2003, or until a successor agreement is ratified.

Article XXVIII – Agreement

This Agreement having been ratified by both the Board and the Association is signed this 31st day of July, 2000, and shall be binding upon the parties.

By _____
President, Board of Trustees

By _____
President of the Association

Memoranda

Of

Understanding

These Memoranda are not a part of the negotiated Master Contract

Memorandum of Understanding
On

Class Size

A. When the enrollment in a classroom, including Music and Physical Education, exceeds the Idaho State Board of Education maximums as outlined in ADAPA 08.02.E.10.3.b.1. the District will:

1. Assign a full-time instructional assistant to the classroom. However, if the student enrollment in that class drops below the limit, the instructional assistant will be reassigned or released after ten days' notice.

2. Strive to maintain the classroom at this size once the instructional assistant has been placed.

   In determining student enrollment, any student who receives instruction in an elementary classroom for less than one-half day shall be counted as a half-time student. Any student who receives instruction in an elementary classroom for one-half day or more shall count as a full-time student.

3. An aide assigned to a classroom of students shall remain with those students except under exceptional circumstances.

4. In the event a professional employee feels that his/her aide is not performing satisfactorily, the professional employee shall have the right to request, in writing, that the appropriate administrator consider termination or reassignment of the aide.

B. If elementary or secondary students with active IEPs are mainstreamed into a general education classroom the District will make available appropriate training for the general education professional employee.

C. A joint committee consisting of three (3) persons chosen by the Association and three (3) persons chosen by the District shall be established to hear professional employee petitions concerning problems related to class load.

1. The professional employee shall request a meeting with the committee at which he/she shall present oral and/or written statements of the problem and the remedy desired. The professional employee may be represented by the Association at this meeting.

2. The committee will hear the professional employee's concerns and proposed remedy and will determine what action, if any, should be taken. If the professional employee is not satisfied with the decision of the committee, he/she may request the Board of Trustees to review the petition.

3. If requested by either the professional employee or the committee, the Board of Trustees will review the petition of the professional employee and the recommendation of the committee and render a final decision at its next regularly scheduled meeting.

4. No reprisals shall be taken against a teacher who files a petition.

Memorandum of Understanding
On

School Nurses and Health Care Providers

The District will work to establish and maintain the following guidelines:

1. Each secondary school will have a full-time nurse.

2. Nurses will not be assigned to more than three (3) elementary schools or other locations.

For the 2000-2001 contract year, the District agrees to hire an additional 2.3 full-time equivalent positions for the health service staff. Furthermore, the District and BEA agree to review health service needs, including, but not limited to, equity and adequate coverage on an annual basis. Results of this review and recommendations, if any, will be reported to the Area Directors and the negotiation teams on or before March 1st of each year.

Memorandum of Understanding
On

Peer Assistance and intervention

The Independent School District of Boise City and the Boise Education Association recognize that peer assistance and intervention can 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. To that end, the District and the Association agree to collaboratively design and implement a peer assistance and intervention program beginning in the 1999-2000 school year.

Memorandum of Understanding
On

Student and Employee Safety and Security

The District and the Association are jointly committed to providing quality educational programs in an environment which protects the safety and security of students and staff.

In order to promote safe and secure schools, consistent with student due process, employee rights, and other legal requirements, the parties agree to establish a joint committee consisting of four (4) members appointed by the Association and four (4) members appointed by the District to collaboratively review and make recommendations for the development and improvement of policies, procedures, and training that enhance school security.

Memorandum of Understanding
On

Amendment Ratification Process

The District and the Association agree that:

Pursuant to Article XXIV, Agreement to Negotiate and Bargain Collaboratively, of the Master Contract, the parties will continue to bargain collaboratively on issues of concern to either party at monthly meetings allocated for this purpose. It is the interest of both the District and the Association to bargain collaboratively in good faith.

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 three-year 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 (August 26, 2000-August 25, 2003) except the salary schedule.

Such amendments to the Master Contract shall only be effective from and after ratification, as outlined in Article XXV, Amendments. Amendments are defined in Article II, Definitions, as a change, correction, or revision in the terms of the Master Contract.

The parties further agree that no later than April 1 of the last year of the 2000-2003 contract, a subcommittee, comprised of at least one member of the District's Collaborative Bargaining Team and at least one member of the Association's Collaborative Bargaining Team will be appointed to meet with the Deputy Superintendent for the purpose of reviewing the District's revenue estimate. Subsequent to review of the revenue estimate, the District and the Association, through their Collaborative Bargaining Teams, agree to bargain collaboratively salaries and benefits for the ensuring contract period.

The parties further agree that after salaries and benefits are bargained other matters subject to bargaining as defined in the Negotiations Agreement will continue to be collaboratively bargained.

Memorandum of Understanding
On

Technology Coordinators' Professional Leave

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.

Responsibilities of Technology Coordinators, in priority order, are:

1. Technology integration

2. Training

3. Computer Maintenance

It is the Joint Technology Committee's intention that all District personnel are made aware of their responsibilities as they relate to technology support.

Collaborative

Agreements

These are not a part of the negotiated Master Contract and are not grievable

Collaborative Agreement
On

October In-Service Days

After a thorough review of the interests, past practices, issues and concerns relevant to the October In-Service Days, the following understanding was agreed to:

The intent of October In-Service Days is to engage in professional development activities;

Employees are strongly encouraged to engage in professional development activities at the State or local level;

Employee(s) may stay in their buildings providing:

1. The employee is engaged in a planned professional development activity approved by the building administrator, and

2. The employee isn't doing what he/she normally would do in the course of his/her everyday work (grading papers, creating bulletin boards, posting grades, coaching, etc.).

All employees are required to:

1. Fill out a form that will delineate to the building principal what state or local workshop
   he/she will be attending, and/or

2. Submit a brief description of the planned in-building professional development activity to the building administrator for approval by said administrator;

The District will fully utilize the Joint In-Service Committee in planning the District's In-Service offerings:

All sports and other extra curricular activities will start after 3 p.m.

Collaborative Agreement
On

Recommendations for Alternative Evaluation Procedures

1. Certificates, continuing contract employees can be evaluated on alternate years using an abbreviated conference procedure as an option.

2. A minimum thirty (30) minute class visit will be made by the evaluator followed by a conference/dialogue between the two parties.

3. This alternative evaluation option will only be used when all areas of the previous year's evaluations were satisfactory and when current observations indicate performance is satisfactory in all areas.

4. If any area of performance in the alternative evaluation procedure is found unsatisfactory, the regular evaluation procedure must be used.

5. The evaluator or evaluatee can request the standard evaluation. The choice will not be questioned by either party.

6. Certificated employees will be informed by the evaluator prior to the evaluation as to which instrument is intended to be used.

7. The alternative evaluation forms are actually the standard forms with the explanation pre-printed under "Additional Comments" on page 4. The forms will contain the satisfactory checks and required signatures only.

8. This alternative evaluation procedure may be used to satisfy one of the three required evaluations for new certificated employees and for one of the two required evaluations for 3rd year certificated employees.

Collaborative Agreement
On

Extraordinary Voluntary Transfer – Teacher Initiated

Statement of Intent

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.

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.

It is understood that an application under this article may or may not result in the applicant's 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.

Eligibility Criteria:

1. The applicant must be a certificated employee of the District.

2. The applicant must be on a renewable contract.

3. The applicant must have served in his or her present building for a minimum of seven (7) years.

4. The applicant may not, at the time of application, be on intensive staff development or probation.

Procedures:

1. Having met the criteria outlined above, the applicant will submit an Extraordinary Voluntary Transfer form to his or her Area Director no later than February 15. The applicant will also forward a copy of the form to the BEA 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 the Association president or designee and is not subject to appeal, nor is it subject to the grievance procedure.

6. The Extraordinary Voluntary Transfer provisions will sunset at the end of the 2002-2003 school year. It will then be reviewed by both negotiations teams and a decision will be made to terminate, refine, or continue the provision.

Collaborative Agreement
On

Collaborative Intervention: Principal or Teacher Initiated

Statement of Intent:

This article is intended to provide an avenue by which a building principal or a professional employee can request intervention from the Area Director or designee and the BEA president or designee to assist in resolving conflicts between a professional employee and the building principal. It is intended to be used when a personal conflict exists between the professional employee and the building principal. It is not appropriate to use this article when the teacher's performance is an issue (that is handled through the evaluation procedure). This article may not be used by a professional employee on intensive staff development or probation.

It is understood that both the principal and the professional employee must agree to use this article and must agree to any recommendations made by the Area Director and the BEA president as a result of the requested intervention. It is further understood that a recommendation may be a transfer for the professional employee to another building.

This article is not designed to supersede or supplant any other provisions of the Master Contract. It is understood that the term "teacher" or "professional employee" refers to any employee covered by the bargaining unit. The term "principal" refers to the building administrator.

Procedures:

1. The professional employee will contact the BEA president to initiate a possible intervention under this article. If the principal initiates the process, s/he will contact the appropriate Area Director. The BEA president and the Area Director will confer regarding the request for intervention.

2. The BEA president or designee and the Area Director or designee will contact the two parties (teacher and principal) and determine willingness of both parties to participate in the intervention process.

3. If both parties agree, they will sign an agreement to abide by the recommendations for resolution of the problem made by the Area Director and BEA president. If one or both parties do not agree to participate in the intervention process, the process will be terminated.

4. If an agreement to proceed is reached, the BEA president and Area Director will mediate a meeting or meetings between the principal and professional employee. The

subject matter of said meetings will not be entered into or become part of the parties' personnel files.

5. A reasonable time period will be determined in order for recommendations to be carried out.

6. Regularly scheduled follow-up (after recommendations are made) meetings will be held, if needed.

7. For any recommendation to transfer a professional employee to another site, said transfer should be a lateral move and, when possible, the professional employee will be given the choice of two or more building sites. Building sites, if any, will be determined by the Area Director or designee.

8. The recommendations made by the BEA president and Area Director are not subject to appeal, nor are they subject to the grievance procedure.

9. The Collaborative Intervention Process will sunset at the end of the 2002-2003 school year. It will then be reviewed by both negotiations teams, and a decision will be made to terminate, refine, or continue the provision.

Collaborative Agreement
On

Site Based School Improvement

I. The District and Association have a joint interest in teachers at school sites having a significant voice and authentic participation in site-based improvement.

To this end, the parties agree that, at the District level, these communication activities are appropriate:

A. Provision for teachers of a District-wide site-based newsletter, published at regular intervals.

B. Provision of information to principals and teachers of criteria for leadership team selection.

C. Provision of information about funding of school improvement projects/criteria and the process for application.

II. Internal and external communication, both District-wide, and within school sites, will be enhanced, encouraged and supported by:

A. Creation of a District-wide site-based newsletter

B. Having Site-Based Leadership Teams teach the process to all staff

C. Creation of site-based support teams to visit schools as resources

D. Creation of a school site self-assessment tool to improve the process

E. Promotion of the site-based process at school sites

III. Efforts will be made to provide adequate time and training for all staff and patrons to assist in successful site-based school improvement activities.

Intent and purpose:

To provide incentives for certificated employees to encourage their participation on committees related to site-based school improvement goals

Options Available for Providing Incentives for Committee Work:

1. Inservice Credit

   - Available to anyone who participates on any committee or committees related to site-based school improvement.

   - District guidelines as follows:

     - One to three credits can be obtained for recertification (one credit equals 15 hours for a maximum of 45 hours of committee work can be applied to recertification)

     - Verification of hours by principal

     - If inservice credit is desired, log sheets will be initiated (must be declared up front)

2. Graduate College Credit for Participation on Site-Based School Improvement Committees

   - Available to anyone who participates on any committee or committees related to site-based school improvement

   - Two Credits: District pays for one credit and employee pays for one credit. Costs must be reviewed at year's end.

   - Must be done from June through May

   - Credits to be granted in May

   - Verification by principal

   - If graduate credit is desired, log sheets will be initiated (must be declared up front)

3.Fund Per School

   - Base of $500 per school plus allotted amount of $1.00 per student attending the school

- To be used for support other than remuneration or general teaching supplies

- To be determined through the site-based process. Ex: retreats, meals, reservations for off-site locations, etc.

- Must be used during the current school year

IV. Efforts will be made to inform both teachers and principals of criteria for selection of team members. Since the principal must be ultimately responsible, the selection of site-based leadership teams will be made by the building principal, after consultation with, and input from, the staff. The team selection process may include use of a rotation process, if appropriate.

V. The parties recognize all recommendations from the site-based process may not be possible to implement, but agree that serious consideration will be given to such recommendations. Efforts will be made to fund the project, if appropriate and legal, contingent upon the budget. The District will provide information on availability and feasibility of funding site-based projects and how the process works.

VI. The District will provide information on how the Onward to Excellence (OTE) onsensus building decision-making process works as follows:

1. Training will be provided on the consensus building process in OTE to all staff, including site-based leadership teams and principals.

2. Appeals can be made to:
   1) their building principal;
   2) their Area Director;
   3) the Council of Area Directors.

3. Interest-based decision making training will be provided to building staff upon request.

VII. This agreement will go into effect at the beginning of the 1996-97 school year and will be reevaluated and amended by mutual agreement.

Collaborative Agreement
On

Staff Development

It is in the interest of the District and the Association to have staff adequately prepared to do their job. To this end, the parties agree that:

1. The District will continue to involve professional employees on the District committee
   convened for the purpose of selecting staff development activities. Association input on professional employees serving on the District committee will be given by the Association president

2. The District will prepare materials and announcements regarding staff development opportunities and disseminate same to appropriate staff audiences. The Association agrees to participate in the dissemination of materials and announcements regarding in-service opportunities and will encourage participation of Association members in staff development opportunities.

3. The District will respond to requests from individual schools for uniquely designed staff development opportunities. A record of individual requests will be made. Professional employees who have individual requests for specialized training or additional assistance concerning specific students may make requests for such assistance through their building principal.

This Collaborative Agreement will continue until amended and/or terminated as mutually agreed.