

**AGREEMENT BETWEEN TROY SCHOOL DISTRICT 287
AND TROY EDUCATION ASSOCIATION**

SECTION 1.0 – AGREEMENT

1.01 Preamble

This Agreement by and between the Troy Education Association and Troy School Board of Trustees for the 2017-2018 school year is created in an atmosphere of mutual trust and respect. We believe that this is in our best interest, and not only ensures a more collegial atmosphere in which to work, but also fosters positive relations with the community and provides a healthier learning environment for our students.

1.02 Procedures

The procedures for negotiation are as set forth in Idaho Code, Sections §33-1271 through §33-1276.

1.03 Duration

1. The provisions of this Agreement shall have a duration of one year, commencing on July 1, 2017 and terminating on June 30, 2018.
2. I certify that a majority of the Troy Education Association members voted to ratify this agreement by a vote of 8 to 1, with 2 abstentions, at their open meeting held on July 10, 2017.

TEA President: _____ Date July 10, 2017.

3. I certify that a majority of the Trustees of Troy School District No. 287 voted to ratify this agreement by a vote of 4 to 0, with 1 abstentions, at their meeting held on July 10, 2017.

Board Chair: _____ Date July 10, 2017.

SECTION 2.0 – LEAVES

2.01 Sick Leave

At the beginning of each school year, each professional employee shall be credited with ten (10) days sick leave with full pay to be used for absences caused by personal illness, or emotional upset caused by accident or illness, or illness of a member of the individual's family. The unused portion of such allowance shall accumulate from year to year without limit.

2.02 Sick Leave Bank

The purpose of the Sick Leave Bank (hereafter referred to below as the Bank) shall be to provide certificated employees, who qualify by membership in the Bank, with additional sick leave days as needed to recover from personal illness which causes absence from work and loss of all accumulated personal sick leave. The Bank shall not be used as a reserve for time lost due to short term illness which would normally be covered by the employee's accumulated sick leave, nor for time due to illness in the family, bereavement, or for a purpose other than personal illness.

1. **Administration**: The Bank shall be administered by the Sick Leave Council (hereafter referred to below as the Council) in conformance to the regulations set forth in this document. The Council shall be composed of two (2) Troy School Board members and two (2) Troy Education Association members. In the event of a tie vote by the Council, the Superintendent shall cast the deciding vote.
2. **Eligibility for Membership**: Membership in the Bank shall be extended to any certificated employee of the Troy School District.
3. **Membership**: Employees who donate one (1) day of sick leave to the Bank prior to October 1 shall be members of the Bank (hereafter referred to as member or members) and eligible for its services throughout the school year.
4. **Donations**: If the Bank is below maximum capacity, Bank members must donate one (1) day per year until maximum capacity is reached. If the Bank is at maximum capacity, only those who are beginning employment with the District must donate to become members. Continuing members do not donate when the Bank is at maximum capacity and need only sign the sheet indicating that they have donated to continue participation.
5. **Maximum Capacity**: The maximum number of days in the Sick Leave Bank will be computed as follows: Full Time Equivalent (FTE) certificated positions times four (4) days.

6. Maximum Withdrawal: The maximum number of days that shall be available for withdrawal for employee use in any one (1) year shall not exceed the Bank's maximum capacity, as defined in Section 2.2.5, above. The maximum number of days available for any one individual employee per school year shall not exceed one hundred twenty-five (125) days. The maximum days that can be given per request are twenty-five (25) days. The member may reapply for more days, as needed.

7. Employee Use of the Sick Leave Bank: Members shall conform to the following regulations when requesting use of Bank days:
 - (1) The member, or the President of the Troy Education Association (TEA) when the member is incapacitated, shall secure written evidence from the School District's Business Office that: he/she has used all of his/her accumulated sick leave, and that he/she has taken one (1) dock day, making them eligible to apply for use of Bank days.
 - (2) The member, or the President of TEA acting for the member, shall secure written proof of illness adequate to protect the District against malingering and false claims of illness, as provided by Idaho Code Sections §33-1216 and §33-1218.
 - (3) The member, or the President of TEA acting for the member, shall secure written notification of the member's return to work date. If return to work is on a half day basis, the doctor must specify on the back to work notification. If prolonged illness requires subsequent related periodic visits to the doctor or medical facility during school time, the doctor must specify. Such specified days shall be covered by the Bank, provided the maximum number of days drawn does not exceed one hundred twenty-five (125).
 - (4) The President of the TEA shall forward the above necessary documents to the Sick Leave Council, in writing, within three (3) days of receipt of items (1), (2) and (3), above.
 - (5) The Council shall give full consideration to the TEA President's recommendations and to the accompanying statements and shall make final approval or disapproval of the request, in full or in part, in writing to the member within three (3) days of receipt of items (1), (2), (3), and (4), above.
 - (6) In the event the Superintendent must cast a tie-breaking vote, he/she shall decide and notify the member of his/her decision within three (3) days.
 - (7) If the member's request is approved, immediate transfer of the approved number of days from the Bank to the member shall be made. Except as provided in subparagraph (8), below, each unrelated prolonged illness must be preceded by one (1) dock day before the same member is eligible to draw from the Bank again

in the same school year. Total days drawn cannot exceed one hundred twenty-five (125) days.

- (8) In the event of a recurring long term illness, the member or the President of the TEA, must reapply for every twenty-five (25) days sick leave needed from the Bank. It shall not be required that the member suffer an additional dock day before receiving additional days from the Bank.

2.03 Personal Leave

1. The principal or immediate supervisor shall grant personal leave in the amount of three (3) days per school year, at full pay. Requests for personal leave use are subject to administrative approval only if the day(s) being requested would be used to extend vacation time. Personal leave days should not be used the first two weeks or the last two weeks of school unless absolutely necessary.
2. Certificated employees shall receive one (1) additional personal leave day as compensation after accumulating six (6) class coverages for teaching colleagues.
3. A certificated employee may accumulate a maximum of five (5) personal leave days by carrying over unused personal leave days from the previous year. Three (3) additional personal leave days shall be granted at full pay; however, the certificated employee shall reimburse the District for the expense of the substitute teacher for their classroom.

2.04 Professional Leave

A minimum of two (2) days with full pay per year shall be granted to each professional employee for the purpose of professional development.

2.05 Bereavement Leave

The Board shall make available five (5) days for bereavement leave, independent of other leaves, in the event of the death of a family member or other person who has had a significant impact on the employee's life.

2.06 Association Leave

The Troy Education Association shall be granted eighteen (18) days of leave per year for the purpose of traveling to and participating in meetings and other business of the Association. The Troy School District agrees to provide substitutes for teachers who attend association meetings. The TEA President will request all such leaves using the established leave request forms.

2.07 Emergency Duty Leave

All employees who are qualified members of an emergency service organization (such as, but not limited to, emergency medical technician, search and rescue, fire department, police department, etc.) shall have up to three (3) days leave per year when a request is made to the Superintendent by a representative of said organization.

2.08 Maternity Leave

1. Maternity leave will be treated as a short-term disability, pursuant to Idaho Code 67-5901. Maternity leave shall not exceed twelve (12) weeks, as defined by the Family Medical Leave Act (FMLA), excluding vacation time such as spring and winter breaks, and recognized holidays.
2. An employee is allowed to use as many accumulated sick leave days as they choose towards this maternity leave.
3. An employee may apply for use of Sick Leave Bank days only for the recuperative period of the mother, as determined by a licensed physician, once her personal accumulated sick leave has been exhausted. The remaining leave time is unpaid.
4. Subtracting unpaid days from remaining salary and dividing this through the remaining months of the contract year, or any other arrangement at the employee's request, will adjust the certificated employee's salary.
5. The substitute teacher will overlap with the teacher taking maternity leave two (2) working days before leave begins and two (2) days after the teacher on leave returns.

SECTION 3.0 GRIEVANCES

Definition of Terms:

- A. "Grievance" shall mean a complaint by an employee or group of employees.
 1. That there has been to him/her (or them) a violation or inequitable application of any provisions of the contract, or
 2. That he/she (or they) has (have) been treated inequitably by reason of any act or condition which is contrary to established school board policy or practice governing or affecting employees.
- B. "Aggrieved" is the person (or persons) who has the grievance and is presenting the complaint.
- C. The "Party of Interest" is either the person or persons making the complaint or the person or persons against whom the complaint is made.
- D. "Consultant" is the one who advises either party in interest.
- E. "Representative" is the one who may speak for and/or advise a party in interest.

- F. "Immediate Supervisor" is the one who has direct administrative or supervisory responsibilities over the aggrieved in the area of grievance as stated in school board policy.
- G. "Advisory Arbitration" is a decision advisory to the parties in interest compiled by a committee of arbiters. This advisory arbitration committee can be compared to an investigating committee.
- H. "Days", when used in this article, shall, except where otherwise indicated, mean the aggrieved working days.
- I. "Persons Officially Involved" means the superintendent, his/her representative and/or consultant, the aggrieved, his/her representative and/or consultant, and witnesses.
- J. "Association" means any organization representing either the certificated or the classified personnel, which has been elected by a majority vote of the respective employees

3.01 General Procedures:

- A. These procedures should be processed as rapidly as possible; the number of days indicated for settlement of appeal at each level should be considered maximum; the time limits can be extended by written mutual consent of the parties involved at any level of the procedure.
- B. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- C. The school district recognizes the local employees association's grievance committee.
- D. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures, except arbitration.
- E. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution or grievances.
- F. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level. A grievance may be withdrawn at any level without establishing precedent.
- G. All documents, communications, and records of aggrievance will be filed in the school district office separately from the personnel files. References to the records, such as a summary, should be placed in the appropriate personnel file(s).
- H. Forms for processing grievances shall be prepared by the superintendent or his/her designated

representative in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

- I. If any member of the Association's grievance committee is a party in interest to any grievance, he/she should not serve as the Association's grievance representative in the processing of such grievance.
- J. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.
- K. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.
- L. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- M. All parties in interest will process grievances after the regular workday, or at other times which do not interfere with assigned duties.
- N. Each grievance shall have to be initiated within ten (10) days after the occurrence of the cause for the complaint; however, if the aggrieved did not become aware of the occurrence until a later date then he/she must initiate action within the ten (10) days following his/her first knowledge of the cause. In failing to thus initiate action he/she may be considered to have no reasonable grievance.
- O. Financial Responsibility: Each party shall pay any and all costs incurred by said party. Arbitration costs of the third arbitrator shall be borne equally by both parties.
- P. Grievance at Level One and Level Two may be submitted directly to Level Four for a decision by mutual agreement in writing of the parties concerned.

3.02 Level of Grievance Appeal:

1. Level One

Informal and formal grievance level. The aggrieved will first discuss his/her grievance with his/her principal or immediate supervisor, either individually through the school grievance representative, or accompanied by a representative, with the objective of resolving the matter informally. The immediate supervisor will try to resolve this matter within a period of three (3) days. If the aggrieved is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with his/her immediate superior (who has administrative authority to act) within ten (10) days following the act or condition which is the basis of his/her complaint, or if the aggrieved had no knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge. This complaint shall set for the grounds upon which the complaint is

based and the reasons why the aggrieved considers the decision rendered is unacceptable. The immediate supervisor shall communicate his/her decision in writing within five (5) days to the aggrieved. Within five (5) days of receipt of the decision rendered by the immediate supervisor, the aggrieved, if he/she is not satisfied with the decision of the immediate supervisor, may appeal in writing to the superintendent.

2. Level Two

Appeals to the superintendent must be heard within ten (10) days after receiving it. The superintendent must provide the parties in interest written notice of the time and place at least five (5) days prior to the hearing. Attendance at this hearing of appeal shall be limited to persons officially involved. Parties in interest may elect to call witness, who shall appear individually at the hearing. Within five (5) days of hearing the appeal, the superintendent shall communicate to the aggrieved and all other parties present at the hearing his/her written decision, which shall include supporting reasons therefore. If the aggrieved is not satisfied with the decision of the superintendent he/she may file a written appeal with the superintendent within five (5) days from the receipt of the superintendent's decision. The Appeal shall state the aggrieved's reasons for appealing the decision of the superintendent and request appeal to level three, Advisory Arbitration.

3. Level Three

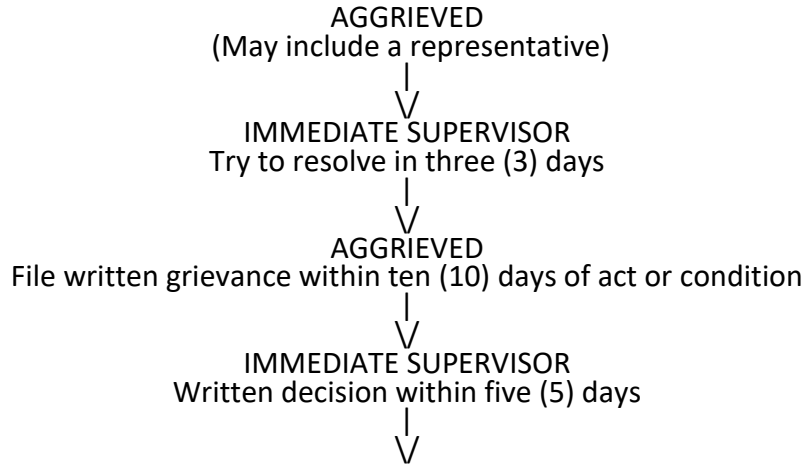
A three-member advisory arbitration committee shall be composed of one person appointed by the superintendent, one person appointed by the aggrieved, and one person appointed by the two members already appointed. Within ten (10) days of the receipt of the appeal, the committee shall investigate all decisions and reasons therefore and all other data deemed necessary by the committee, and a written advisory recommendation will be presented to the superintendent and the aggrieved containing the reasons therefore. Within five (5) days the superintendent will review the recommendation of the committee and render a written decision to the aggrieved. If the superintendent's decision following the advisory committee's recommendation is unsatisfactory to the aggrieved, he/she may appeal in writing to the Board within five (5) days of receipt of the superintendent's decision at level three.

4. Level Four

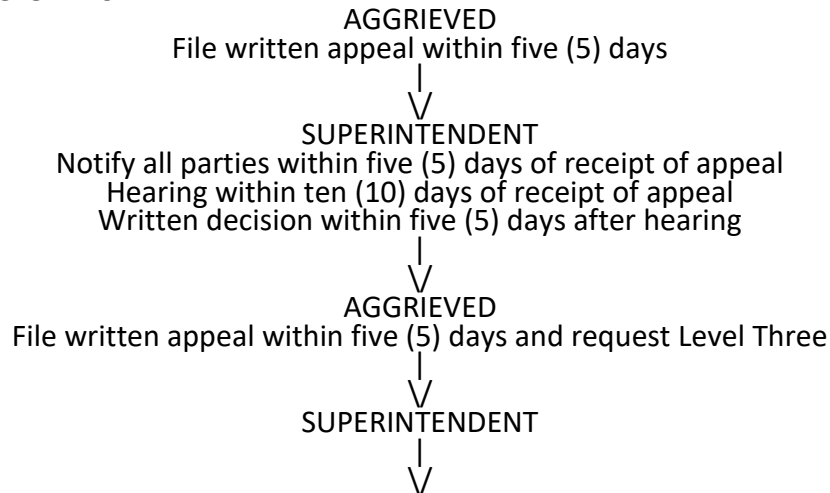
Within five (5) days of the receipt of the appeal, the Board will notify all official parties of a hearing to be held within ten (10) days of the receipt of the appeal. The Board shall hear arguments of the superintendent and the aggrieved. At the request of the aggrieved, the hearing before the Board shall be a public hearing. Within five (5) days following the hearing, the Board shall render a decision in writing to all official parties.

3.03 Flow Chart for Troy School District 287 Grievance Procedures

A. Level One



B. Level Two



C. Level Three



D. Level Four

AGGRIEVED



SCHOOL BOARD

Notify all official parties within five (5) days of receipt of appeal
Hearing of Superintendent and Aggrieved within ten (10) days of receipt of appeal
Written notification of decision to all official parties within five (5) days

3.04 GRIEVANCE FORM

Date of Filing _____

1. Aggrieved _____

2. Position _____ Building _____

3. Contract Provisions alleged violated

4. Time, Date, Place of Occurrence

5. Statement of the Grievance (include events and conditions of the grievance and persons responsible)

6. Redress Sought _____

7. Signature of aggrieved _____

3.05 GRIEVANCE INVESTIGATION WORKSHEET

1. What is the problem? _____

2. What policy was violated? _____
3. What facts are important? _____
 - a. List the date, time and place the problem occurred.

 - b. List the facts that led to the grievance. _____

 - c. Record the time and date the grievance was received. _____

 - d. List the name of the aggrieved and the names of other employees who may be involved or were present or have knowledge of the situation.

4. What caused the grievance? _____

5. What other considerations are involved? _____

6. What are the possible solutions to this grievance? _____

7. What precedent has been set in previous grievance settlements? (Check with the District Office.)

8. Make your decision and give you answer to the aggrieved. (Be sure to explain your decision and keep a record of what you did). _____

SECTION 4.0 - PARENTAL COMPLAINT PROCEDURE

A complaint by a parent of a student against any certified employee acting in the capacity of a classroom teacher shall first be handled by the employee and no action or involvement shall be taken by the District administration until a parent-conference has taken place. If the employee fails to hold such conference with the parent within five (5) school days of the request of the parent, then the complaint process shall automatically advance to the sequence of conferences shown below, beginning with Step No. 1.

1. The employee and/or parent may request the presence of the building principal or superintendent or both, at such parent-employee conference. If the parent or the employee is not satisfied with the results of this initial conference, the following sequence of conferences shall be used as needed to resolve the parent complaint.
2. The meetings regarding the complaint will be conducted privately during contracted work hours. The employee may elect to have a representative present at all meetings.
 - I. Parent-Employee-Building Principal
 - II. Parent-Employee-Building Principal-Superintendent
 - III. File written complaint form to the Board and copies will be given to the employee, building principal, and superintendent.
 - IV. The Board will assign the complaint to a committee consisting of one (1) board member, one (1) building administrator or superintendent, one (1) teacher representative, and one patron. The committee will meet to resolve the patron's complaint and issue a written resolution. The final determination in the matter shall be sent to the employee and the patron filing the charge.
3. Any patron attempting to lodge a complaint verbally with a board member shall be informed that the individual board member cannot act on complaints and shall be advised to direct the complaint to the appropriate employee in accordance with the foregoing procedure.

SECTION 5.0 COMMUNICATIONS

- 5.01 The Chair of the Board or designated Board member, Superintendent or designee, and representatives of the Association or designees, shall meet four (4) times during the school year, if either side requests, to discuss items of concern and report on progress made toward resolutions of any previously discussed concerns.
- 5.02 The format of these meeting shall be informal and shall in no way preclude or supersede the negotiations format as required by law and the Procedural Agreement.

SECTION 6.0 – COMPENSATION

6.01 Salary Schedule

The 2017-2018 certificated employee salary schedule is attached as Appendix A to this Agreement.

6.02 Supplemental Contracts

The salary contained in the chart is the salary applicable for each position for the 2017-2018 school year. There shall not be any increase to such stated salary sums, automatic or otherwise, associated with any negotiated standard teacher salary schedule increase for the 2017-2018 school year. The supplemental contract salary schedule is attached as Appendix B to this Agreement.

6.03 Reimbursement for College Credit

1. After the employee's first year of service, the District will reimburse certificated employees for three (3) credits earned per year through the duration of their employment. Certificated employees can accumulate three (3) credits per year until they have a balance of nine (9) credits. After nine (9) credits have been earned, a portion of, or all of the accumulated credits must be used before additional credits can be banked. A maximum of nine (9) credits can be reimbursed in any one year at no higher than the University of Idaho credit cost for the year credit is received. The District will reimburse any certificated employee assigned out of their subject area.
2. Classes requested for reimbursement should be in accordance with Board Policy; such as: (a) the course should be a part of a planned program beyond the employee's present status, or (b) the course should be within the employee's endorsement areas, or (c) the course taken should be within the employee's present or proposed teaching assignment area(s), and (d) the course taken must be an upper division or graduate course, depending upon the employee's status on the salary schedule (unless the course is required for a change in teaching assignment).
3. Course work related to that individual's teaching area can be interpreted as any course that would be beneficial to the learning experiences of the students involved; however, a course not directly related to the specific teaching field would require administrative approval.
4. To receive reimbursement for classes beginning after September of each year, a written claim on the District form plus receipts for verification should be submitted to the District Office no later than September 15 the following year. Payments will be made once a year only with the September payroll, thus limiting reimbursement to continuing certificated employees only.

SECTION 7.0 - WORKING CONDITIONS

- 7.01 Climate (Goals):** Create a climate and working conditions that encourage and enhance the ability for people to work to the best of their ability in a setting marked by mutual respect, personal dignity and support which utilizes one's skills and abilities, and encourages further learning. Students and all members of staff, therefore, may reasonably expect to pursue their work and studies in a safe and civil environment as per Code of Ethics for Idaho Professional Educators.
- 7.02** Certificated employees shall be contracted for 178 working days (1,424 hours) for the 2017-2018 school year.
- 7.03** The school day shall be no more than 6 hours and 6 minutes of assigned classroom time and 8 hours of work per day.
- A.** Preparation time: Each full time teacher during the normal student day will have no less than a 30 minute daily preparation period. Under unusual, extreme conditions when extra supervision is not available and it is necessary, employees may be asked to forego their prep period by the principal with no extra compensation if mutually agreed.
 - B.** Lunch Period: Each teacher will receive a continuous 30-minute duty free lunch period unless the person agrees to the change and is compensated for it. Under unusual, extreme conditions when extra supervision is necessary employees may be asked to supervise at noon by the principal with no extra compensation (if mutually agreed).
- 7.04 Flex Time:** Sign up for a designated flex time shall be made with the building principal, special education director and the district office so that the administration knows the time schedule for each staff member. If an employee needs to change the hours during the year they are to notify the building principal.
- A.** Flex time one 7:30 AM to 3:30 PM
 - B.** Flex time two 7:45 AM to 3:45 PM
 - C.** Flex time three 8:00 AM to 4:00 PM
Staff agrees to waive the current flex time schedule for four school days each school year to accommodate parent conferences in the evening.
 - D.** On Fridays and for shortened school days before the vacations and holidays, the staff will be released after all buses have left the school grounds.

7.05 Hiring Practices:

Referring to policy number 5100, hiring practices:

Qualified certificated employees shall be given preferential consideration for vacant in-district positions following the Troy School District hiring practices as laid out in district policy. Qualified employees who desire transfers to other positions shall send a written notice to the district office and school principal, including a request for an interview with the hiring committee. The employee may submit additional materials until the closing date for the general public.

7.06 Class Size: In the interest of a sound learning environment, guidelines for maximum number of students are as follows:

- K – 3 22 per classroom
- 4 – 6 26 per classroom

The ratio of general education students, special education students and inclusion students should be structured so that the class sizes are responsive to student needs. When total class loads in a grade level exceed class size guidelines, a meeting will be called by the superintendent to confer with the building principal, grade level and other appropriate teachers to determine a course of action. Employment of a part-time instructional assistant will be considered if rebalancing class loads are/or redistribution of staff is possible. Recommendations must be advanced to the Board of Trustees for approval.

SECTION 8.0 – EXTRA-CURRICULAR ASSIGNMENTS

8.01 Extracurricular Assignments

All extracurricular amounts will be listed as a percentage of the 2016-2017 base salary. However, head coaches will receive a \$50.00 longevity salary increase for each year of consecutive coaching. The extracurricular schedule is attached as Appendix B to this Agreement.

8.02 Game/Program Duty/Extra Duty

Elementary teachers shall receive \$25.00/event for concert/program duty. Secondary teachers shall receive \$25.00/event for game duty. Extra duty as agreed upon between administrator and teacher shall receive \$25.00/hour.

SECTION 9.0 – MEDICAL INSURANCE

9.01 Insurance

The Board agrees to pay the full premium cost for major medical, vision and dental insurance for the employee only. Agreed deductible for the 2017-2018 school year is \$2,000 with a \$1,500 buy-down by the district amounting in a \$500 deductible. The employee will also assume the cost of the 10% co-pay for a maximum employee responsibility of \$650.00.

9.02 Cash-in-Lieu

An employee hired before July 1, 2002 may elect to receive cash in lieu of medical insurance if they are covered under their spouse's group insurance. The payment of cash in lieu of medical insurance will be calculated as follows: The employee cost of health insurance, dental and vision from which shall be deducted the employer's share of Social Security and Medicare, the PERSI employer's share, and the PERSI unused sick leave contribution.