

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

SECTION 1.0 – AGREEMENT

1.1 Preamble

This Agreement by and between the Troy Education Association and Troy School Board of Trustees for the 2012-2013 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.

1.2 Procedures

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

1.3 Duration

1. The provisions of this Agreement shall have a duration of one year, commencing on July 1, 2012 and terminating on June 30, 2013.

2. I certify that a majority of the Troy Education Association members voted to ratify this agreement at their open meeting held on May 25, 2012

TEA President: Klaire Vogt Date May 25, 2012

3. I certify that a majority of the Trustees of Troy School District No. 287 voted to ratify this agreement at their meeting on

Board Chair: Dana Hopkins Date 6/11/2012

SECTION 2.0 – LEAVES

2.1 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.

2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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 – COMPENSATION

3.1 Salary Schedule

The 2012-2013 certificated employee salary schedule is attached as Appendix A to this Agreement.

3.2 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.

3.3 Contracts

Certificated employees shall be contracted for 178 working days (1,424 hours) for the 2012-2013 school year.

3.4 Unanticipated Funds

In the event the District receives unanticipated revenue as a result of an increase in the unit factor, an increase in the total number of units, or any other State or Federal revenue (including "Angel Money" distribution) not reflected in the June, 2012 adopted budget, a committee consisting of two (2) Troy School Board members, a district clerk, the district superintendent and four (4) Troy Education Association members shall be formed to investigate and recommend best uses of said funds. The committee will meet in an open meeting.

SECTION 4.0 – EXTRA-CURRICULAR ASSIGNMENTS

4.1 Extracurricular Assignments

All extracurricular amounts will be listed as a percentage of the 2012-2013 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.

4.2 Game/Program Duty

Elementary teachers shall receive \$25.00/event for concert/program duty. Secondary teachers shall receive \$25.00/event for game duty.

SECTION 5.0 – MEDICAL INSURANCE

5.1 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 2012-2013 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.

5.2 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.

**APPENDIX A
2012-2013 SALARY SCHEDULE**

Index: 4.9% horizontal x 4.9% vertical
Represents 1.5% increase to the 2011-2012 base

	BA	BA+15	BA+30	MA BA+45	MA+15 BA+60	MA+30 ES/DR	
Step							
1	29,027	30,449	31,872	33,294	34,716	36,139	
2	30,499	31,872	33,294	34,716	36,139	37,561	
3	31,872	33,294	34,716	36,139	37,561	38,983	
4	33,294	34,716	36,139	37,561	38,983	40,406	
5	34,716	36,139	37,561	38,983	40,406	41,828	
6	36,139	37,561	38,983	40,406	41,828	43,250	
7	37,561	38,983	40,406	41,828	43,250	44,673	
8		40,406	41,828	43,250	44,673	46,095	
9			43,250	44,673	46,095	47,517	
10			44,673	46,095	47,517	48,939	
11			46,095	47,517	48,939	50,362	
12				48,939	50,362	51,784	
13				50,362	51,784	53,206	
14					53,206	54,629	
15					54,629	56,051	

No certificated employee shall receive less than the statewide minimum salary of \$30,500.

**APPENDIX B
2012-2013 EXTRACURRICULAR SALARY**

COACHING

High School:

Girls and Boys Basketball.....	13.50 %	\$ 3,919
Football	12.50 %	\$ 3,628
Volleyball.....	12.50 %	\$ 3,628
Assistant Basketball, Football and Volleyball.....	9.00 %	\$ 2,612
Tennis, Track, Cross Country, Baseball and Softball.....	10.50 %	\$ 3,048
Assistant Tennis, Track, Cross Country, Softball, Baseball	7.00 %	\$ 2,032

Junior High:

If the majority of the coaching is done outside the regular P.E. program	5.50 %	\$ 1,596
If coaching is part of the regular P.E. program.....	4.09 %	\$ 1,187

<u>ATHLETIC DIRECTOR</u>	13.47 %	\$ 3,910
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MUSIC

Pep Band, Concerts, Festivals.....	5.48 %	\$ 1,591
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CLASS ADVISORS

Senior or Junior Class	3.74 %	\$ 1,086
Freshmen or Sophomore Class	2.70 %	\$ 784
Junior High Classes.....	2.70 %	\$ 784

OTHER ADVISORS

Annual/Yearbook Advisor	3.40 %	\$ 987
Senior High Cheerleader Advisor	6.50 %	\$ 1,887
Junior High Cheerleader Advisor	3.04 %	\$ 882
T Club	2.52 %	\$ 731
FFA	11.00 %	\$ 3,193
BPA.....	8.97 %	\$ 2,604
Junior High Science Fair.....	2.18 %	\$ 633
Spirit Club.....	4.09 %	\$ 1,187
Drama Club.....	7.08 %	\$ 2,055
Honor Society	2.35 %	\$ 682
Math Counts.....	4.00 %	\$ 1,161
ID Drug-Free Youth.....	3.15 %	\$ 1,020
THS Quiz Bowl Advisor.....	6.00 %	\$ 1,742
Student Council Advisor.....	3.49 %	\$ 1,013
Concessions.....	10.00 %	\$ 2,903
<u>Senior Class Project Advisor</u>	<u>8.00 %</u>	<u>\$ 2,322</u>
<u>Mars Rover Coach</u>	<u>5.00 %</u>	<u>\$ 1,451</u>