

**PROCEDURAL AGREEMENT**

and

**NEGOTIATIONS AGREEMENT**

between the

**GENESEE EDUCATION ASSOCIATION**

and the

**BOARD OF TRUSTEES  
GENESEE SCHOOL DISTRICT NO. 282**

2015/2016

Signature Copy

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## **SECTION I**

### **PROCEDURAL AGREEMENT**

Between the Board of Trustees of Genesee Joint School District No. 282  
and the Genesee Education Association.

## **ARTICLE I**

### **ASSOCIATION RECOGNITION**

- 1-1 The Board of Trustees of Genesee Joint School District No. 282, Latah County, Genesee, Idaho (the "Board"), recognizes the Genesee Education Association (the "G.E.A.") as the exclusive negotiation agent for all professional employees under teaching contracts, except for the superintendent and principal.
- 1-2 The Board of Trustees agrees not to negotiate with any employee group or individual, whether under contract or on leave, with regard to terms and conditions of employment during the duration of this Agreement.
- 1-3 The Genesee Education Association will continue to be the negotiating agent as long as a majority (51%) of the contracted teaching staff is on the membership roles.  
(Idaho Code 33-1273)

## ARTICLE II

### GENERAL

- 2-1 This Procedural Agreement shall be a part of the contract of each professional employee under teaching contract except the superintendent and principal.
- 2-2 Instruction is the primary function of the teacher, and his/her major effort should be directed toward improving and strengthening this process.
- 2-3 The Board shall continue its policy of not discriminating against any employee on the basis of race, creed, religion, color, national origin, sex, or membership in any teacher organization.
- 2-4 The representative organization shall continue to admit persons to membership without discrimination on the basis of race, creed, color, religion, national origin, sex, or marital status.
- 2-5 The Board recognizes that in pursuit of the profession of teaching, teachers have a right to join or refrain from joining any teachers' organization for their professional and economic improvement, and that as a matter of individual choice, teachers are free to join or refrain from joining such organization.
- 2-6 The Board of Trustees is empowered to change policy from time to time as the need exists. Such changes, when approved by official Board action, become Board policies and are binding on all parties. No policy should be enacted by the Board which conflicts with the negotiated Agreement.

## ARTICLE III

### NEGOTIATION PROCEDURE

#### 3-1 Good Faith Negotiation

The parties agree their duly assigned representatives of their organization shall meet and negotiate in good faith with respect to matters specified in this Procedural Agreement. Each party shall select its own representatives in accordance with Idaho Code 33-1272.

#### 3-2 Commencement of Negotiations

Negotiations for the renewal of this contract shall commence annually on or after January 15th, unless an extension is mutually agreeable.

#### 3-3 Negotiation Sessions

Negotiations sessions shall be open to the public and shall take place at mutually agreeable times.

#### 3-4 Negotiations Information

- (1) The Board and the Association will enter negotiations for a district teachers' salary schedule, an extra-curricular salary schedule, insurance, leave time and sick leave benefits.
- (2) During such negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. As soon as it is prepared, the Board will make available and provide a copy of the complete, tentative State Department of Education budget form for the next fiscal year.
- (3) If no agreement regarding compensation has been reached by the parties on or before June 10, the board of trustees, at a meeting held no later than June 22, shall establish compensation for professional employees for the ensuing school year. The board of trustees must use their last good faith offer when establishing compensation. (I.C. 33-1274)
- (4) If the Board of trustees establishes compensation pursuant to subsection (3) of this section, no hearing need be held by the board. (I.C. 33-1274)

\* Dates of June 10 and June 22 may only be extended if the dates fall on a Sunday. In such situation the board of trustees may, at its discretion, extend these days to June 11 or June 23. (I.C. 33-1274)

3-5 Ratification of Agreement

When agreement is reached, it shall then be made in writing and submitted for ratification to the Board and the Association. When approved by both parties, it shall be signed by their respective officers and shall officially become part of the Board record and minutes.

3-6 Duplication and Distribution of Agreement

Within thirty (30) days of ratification and signing of the Agreement, the Board shall provide electronic copies for each professional certificated employee of the Genesee School District.

3-7 Impasse

In the event the parties in negotiations are not able to come to an agreement upon compensation for professional employees by May 10, if agreed to by both parties, a mediator may be appointed. The issue or issues in dispute shall be submitted to mediation in an effort to induce the representatives of the Board of the LEA to resolve the conflict. The procedures for appointment of and compensation for the mediator shall be determined by both parties. Mediation is nonbinding, and the recommendation or recommendations of the mediator, if any, shall not be construed as having any force or effect. (I.C. 33-1274)

3-8 Intent of Agreement

Nothing contained herein is intended to or shall conflict with, or abrogate the powers or duties and responsibilities vested in the Board of Trustees of Genesee Joint School District No. 282. The Board of Trustees is entitled, without negotiations or reference to any negotiated agreement, to take action that may be necessary to carry out its responsibility due to situations of emergency or acts of God.  
(Refer to Idaho Code 33-1276)

**ARTICLE IV**

4-1 Effect of Agreement

4-1-1 Duration

The provisions of this Agreement will be effective as of July 1, 2015 and will continue and remain in full force and effect until June 30, 2016.

4-1-2 Re-opener

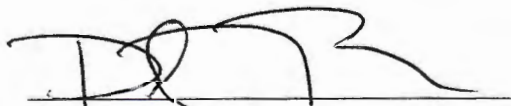
This Agreement will automatically be renewed and continue in full force for additional periods of one year, unless the Association or the Board gives written notice that a change is desired, as of January 15th of the year in which this Agreement expires.

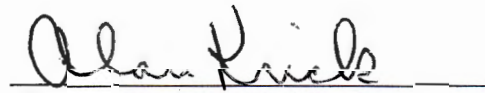
4-1-3 Savings Clause

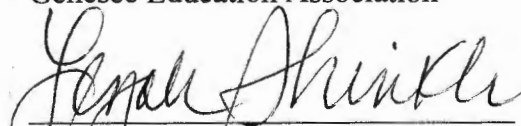
- (1) Should any part of this Agreement be found to be in conflict with either existing Idaho law or any law enacted after the ratification and signing of this Agreement, said portion or portions of this Agreement shall be deemed invalid.
- (2) Such other portions of the Agreement which do not conflict with such laws shall be valid and binding upon the parties to the Agreement for the life of the Agreement.

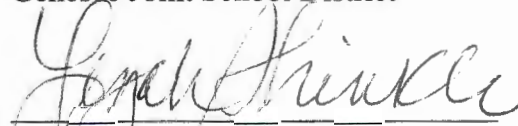
4-1-4 Agreement

This Agreement is signed this 13<sup>th</sup> day of May, 2015 and shall be valid and binding upon the parties to the Agreement for the life of the Agreement.

  
\_\_\_\_\_  
President,  
Genesee Education Association

  
\_\_\_\_\_  
Chairperson, Board of Trustees  
Genesee Joint School District

  
\_\_\_\_\_  
Witnessed

  
\_\_\_\_\_  
Witnessed



## SECTION II

### LEAVES, WORKING CONDITIONS, INSURANCE, SALARY SCHEDULE AND EXTRA-CURRICULAR SALARY SCHEDULE 2015-2016

#### ARTICLE I

#### LEAVES

##### 1-1 Sick Leave

Ten (10) days of sick leave will be granted for each contract year. These days may accumulate without limit.

##### 1-1-1 Family Medical

Sick leave may be used for medically related circumstances in the immediate family.

##### 1-2 Sick Leave Bank

##### 1-2-1 Purpose

The purpose of the Sick Leave Bank shall be to provide all employees who qualify by membership in the Bank with additional sick leave days needed to recover from personal illness or injury which caused absence from work and loss of accumulated personal sick leave.

##### 1-2-2 Administration

The Sick Leave Bank shall be administered by the Sick Leave Council in conformance with the regulations set forth in this Agreement.

The Sick Leave Council shall be composed of one (1) administrator appointed by the Board, one (1) teacher appointed by the Genesee Education Association, and one non-GEA staff member.

The Council shall meet, as necessary, to review and/or revise the guidelines, rules, regulations, and reporting procedures necessary to administer the Sick Leave Bank,

and report to the Board of Trustees. The guidelines, rules and regulations shall be subject to approval of the Board of Trustees.

1-2-3 Eligibility

Staff members who have accumulated one (1) or more days of personal sick leave as defined in Idaho Code 33-1216 and 33-1217 shall be eligible for membership in the Sick Leave Bank.

1-2-4 Membership

Eligible staff members who have donated one (1) day of accumulated sick leave to the Sick Leave Bank shall be members of the Bank and eligible for its services.

The Sick Leave Council may assess additional days to keep the Bank solvent. A member may donate additional days to the Bank.

1-2-5 Enrollment

The enrollment period shall be from the first day of school through September each year, or within thirty (30) calendar days after initial employment.

The staff member will donate one (1) day of personal sick leave to the Bank during the enrollment period to become a member, and voluntarily, one (1) day whenever assessed by the Sick Leave Council to continue membership. Assessment will be on an equal basis as determined by the Sick Leave Council.

A form authorizing the donation of the sick leave day will be signed and turned into the district office before the staff member becomes a member of the Bank.

A pro rata share (rounded to the nearest one-half day) of the days in the Bank will be returned as accumulated sick leave to any member of the Bank in the event of loss of Bank membership.

1-2-6 Maximum Capacity

The Sick Leave Bank shall accumulate unused Bank days from year-to-year to a maximum capacity which shall not exceed twice the number of staff members eligible for membership in the Sick Leave Bank.

1-2-7 Maximum Withdrawal

The maximum number of days that shall be available to bank members for withdrawal in any one school year shall not exceed the Bank's maximum capacity.

Maximum withdrawal for any individual Bank member shall not exceed the remaining days on the member's contract.

1-2-8 Regulations

The employee or his/her designated person when the employee is incapable, shall secure written evidence from the School District's business office that:

(1) all accumulated personal sick leave has been used, and (2) the employee has suffered a loss of pay for three (3) days.

The employee, or the designee when the employee is incapable, shall secure written proof of illness or injury adequate to protect the District against malingering and false claims of illness as provided in Idaho Code 33-1216.

The employee, or the designee when the employee is incapable, shall submit a written request for the desired number of days to the Sick Leave Council. The request shall include reasons for the absence and be accompanied by the support documents listed above.

The employee, or his designee when the employee is incapable, shall secure written notice of the employee's "back to work" date. Also, if return to work shall be on a part-time basis, this must be specifically noted as well as any subsequent related visits to a doctor's office or medical facility during school hours.

Each unrelated prolonged illness or injury must be preceded by loss of pay for three (3) days before the same employee is eligible to draw on the Sick Leave Bank again in the same school year.

The Sick Leave Council shall make a final approval or disapproval of the request in full or in part in writing to the employee within five (5) working days of the receipt of the request and support documents.

If the employee's request is approved, immediate transfer of the approved number of days, in full or in part, from the Sick Leave Bank to the employee shall be made in writing to the District office.

Grants will normally be retroactive, however, the Sick Leave Council may grant days in advance when the need is supported by appropriate medical evidence.

1-3 Association Leave

Each year, the district will grant a total not to exceed ten (10) days leave to the Association (defined by Idaho Code 33-1272) for the purpose of attending meetings called by State Board of Education, or State Superintendent of Public Instruction. This leave is non-accumulative. Except for substitute wages, expenses for attendance at approved meetings are the responsibility of the Association. Use of this leave must be authorized by the administration not less than two (2) days in advance of anticipated use.

1-4 Professional Leave

Each professional employee (certificated teacher) is allowed four (4) days professional leave. If the employee is requested to attend a meeting or conduct a visitation by the district, then costs will be paid by the district. If the individual requests use of professional leave, costs are borne by the employee. Requests should be made two (2) days in advance and are by approval of the administration. This leave is non-accumulative.

1-5 Personal Leave

Two (2) days of personal leave will be allowed for each certificated employee. After five (5) years with the Genesee Joint School District No. 282, personal leave authorization will be increased to three (3) days. After ten (10) years with the Genesee Joint School District No. 282, personal leave authorization will be increased to four (4) days. Personal leave days may be accumulated to a maximum of five (5).

No more than 10% of the employees may use personal leave immediately preceding or following a vacation or holiday break (to be granted on a first come, first served basis). Requests for personal leave on full-day school improvement or professional development days are discouraged and subject to the approval of the superintendent. Requests will be granted in extraordinary (rather than routine) circumstances. Requests for personal leave should be made at least two days in advance.

If personal leave is not taken, the district will allow the accumulation of up to five (5) days. The employee may elect to be reimbursed an amount equal to the daily pay for a certified substitute teacher for each day not taken, to be paid with the June payroll.

1-6 Bereavement Leave

Each certified employee will be allowed up to one (1) day of paid leave for each bereavement in his/her family. The term, family, includes parents or any person who has acted as a parent, spouse, grandparents, siblings, parents-in-law, siblings-in-law, children and grandchildren. Additional days may be granted by the superintendent in extreme emergency situations. For those additional days, the employee may use personal or sick leave days. One day of bereavement leave per year will be allowed for attending the funeral of a non-family member.