

**PROCEDURAL AGREEMENT**

and

**NEGOTIATIONS AGREEMENT**

between the

**GENESEE EDUCATION ASSOCIATION**

and the

**BOARD OF TRUSTEES**

**GENESEE SCHOOL DISTRICT NO. 282**

**2012-2013**

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, 2012 and will continue and remain in full force and effect until June 30, 2013.

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 \_\_\_\_ day of \_\_\_\_\_, 2012 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 2012-2013

#### 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 the state teachers' Association, 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.

1-7 Civic Duty Leave

1-7-1 Jury Duty

Certified employees will be excused for jury duty. While on jury duty, an employee is to receive full pay from the school district minus the amount received for services rendered on jury duty. Employees will keep reimbursement for mileage.

1-7-2 Military Service

Certified employees who are members of the Armed Forces Reserve or the National Guard will be granted unpaid military leave of absence if called up for active duty. While on leave of absence, the employee will retain all benefits, seniority and incremental advancement as though employment had been continuous in the district, not to exceed one year of experience. Upon return from leave of absence, the employee will be placed in the position last held or a similar position in the District.

**ARTICLE II**  
**WORKING CONDITIONS**

2-1 Grievance Procedure

2-1-1 Definition

- A. "Grievant" shall mean a certificated employee or group of certificated employees or the GEA filing a grievance.
- B. A "Grievance" shall mean a written statement by a grievant that a controversy, dispute or disagreement exists arising out of or in any way involving interpretation or application of the negotiated agreement.
- C. "Employer" shall mean the Board or its administration.
- D. "Days" shall mean working days.

2-1-2 Procedure and Steps

Within fifteen (15) days following the knowledge of the act or condition which is the basis of the complaint, the grievant may file a grievance with his or her immediate supervisor. Forms will be available for requesting a grievance review and for documenting each step in the procedure. See Appendix C.

Step 1

The grievant(s) submits a grievance review request to the immediate supervisor. The supervisor shall schedule a meeting within five (5) school days after the receipt of the request and shall render a written decision to the grievant(s) within four (4) school days after the meeting. A copy of the grievance review request shall be sent to the Superintendent and the Association President.

Step 2

If the grievant is not satisfied with the decision of the immediate supervisor at Step One, the grievant may refer the grievance to the Superintendent within five (5) school days after the receipt of the decision prescribed herein, with a copy to the grievant's immediate supervisor. The Superintendent shall meet with the grievant(s) within five (5) school days after the grievance has been referred to him/her and in unusual circumstances, the time requirement may be extended an additional five (5) days. Both the Superintendent and the grievant(s) may have other persons present at the meeting who might contribute to an acceptable adjustment of the grievance.

### Step 3

If the grievant is not satisfied with Step 2, or has not been provided with a written decision within the time limits prescribed, he may request or have the GEA request a meeting with the Board of Trustees within fifteen (15) days. If not submitted, the grievance will be deemed withdrawn. The Board shall render a written decision to the grievant within five (5) days following the meeting. The decision of the Board shall be final and binding upon the parties involved.

## 2-2 Term of Contract

### 2-2-1 Work Year

The term of the contract for employees covered by this master agreement shall be one hundred ninety (190) days. Any extension of the term of the contract shall be in full day increments and be paid at the rate of one-one hundred ninetieth (1/190) of the regular salary of the employee.

## 2-3 Evaluation

### 2-3-1 Observation and Purpose

All observations of an employee shall be conducted with the full knowledge of the employee, and solely for the purpose of evaluation toward the improvement of professional performance as a means of assuring the most competent educational techniques. The use of closed circuit television, public address or audio systems, and similar devices are strictly prohibited.

### 2-3-2 Formal Evaluation Procedure

1. There shall be a minimum of one (1) written evaluation in each of the annual contract years of employment. The first portion of which shall be completed before March 1 of each year and shall include input from parents and guardians of students as a factor. A second portion shall be included for all evaluations conducted after June 30, 2012. This second portion shall comprise at least fifty (50%) of the total written evaluation and shall be based on objective measure(s) of growth in student achievement. The requirement to provide at least one (1) written evaluation does not exclude additional evaluations that may be used. (I.C. 33-513)
2. Category A teachers. Will be observed and evaluated two times per year with the formal evaluation tool. Teachers will fill out the Pre-Observation Form prior to meeting with the Principal. Principal and Teacher will meet at least one (1) day before the observation. Teacher will fill out Post-Observation Reflection Form and return it to Principal at least one (1) day before the Post-

Observation meeting. After the observation is completed, Principal and Teacher will meet to go over observation and evaluation.

3. Category B teachers will be observed and evaluated a minimum of one time per year with the formal evaluation tool. Category B teachers will also complete a Professional Development Plan. The Principal will go over the Professional Development Plan with the Teacher within the first six (6) weeks of school to approve the plan. Adjustments can be made at that time. At the end of the year, the Teacher and Principal will go over the Professional Development Plan Summative Appraisal together.
4. “Grandfathered Renewable Contract” teachers. Grandfathered Renewable Contract teachers will be observed and evaluated a minimum of one time per year with the formal evaluation tool. Grandfathered Renewable Contract teachers will also complete a Professional Development Plan. The Principal will go over the Professional Development Plan within the first six (6) weeks of school to approve the plan. Adjustments can be made at that time. At the end of the year, the Teacher and Principal will go over the Professional Development Plan and Summative Appraisal together.

2-3-3 Assistance

The building principal or appropriate supervisor shall provide the employee with definite, positive assistance to improve the quality of instruction and the difficulties noted in any evaluation. Such assistance shall be jointly developed by the supervisor and employee and noted in the evaluation. Following assistance, re-evaluation shall be accorded the employee in compliance with the procedures of the Article.

2-3-4 The form to be used for evaluation shall be the Charlotte Danielson Framework Evaluation Form.



## 2-4 Reduction in Force

### 2-4-1 Statement of Need

Both parties recognize that under certain conditions it may become necessary for the Board of Trustees to reduce the number of certificated professional employees. The conditions would include:

1. When student enrollments decrease.
2. When revenues available to the District would no longer be sufficient to meet expenditures necessary to maintain the existing staff with a balanced budget.
3. When there is a termination or reduction in funding of categorically-funded projects or programs.
4. When a decision is made to eliminate or reduce a program.
5. When a consolidation of the school district with one or more school districts will take place.

### 2-4-2 Definitions/ Determining Factor for RIF

“CPE” means certificate professional employee.

“RIF” means reduction in force for CPEs only. The Genesee School District will determine as possible the total number of CPEs known June 30<sup>th</sup>. The decision to institute a reduction in force, and the selection of employee(s) subject to such reduction, shall be at the sole discretion of the board of trustees, except for the following limitation: The decision as to which employee(s) shall be subject to such reduction shall be made without consideration of employee seniority or contract status. I.C. 33-522

### 2-4-3 Seniority of CPE

Determining seniority will be limited to the number of years, or fractional part thereof, of continuous contracted service within the District plus each CPE’s extra duty hours, as indicated on the extra duty schedule, and actual district summer school teaching hours per year as a proportion of a full time equivalent (1,425 hours per contract year). Part-time staff will accumulate seniority in proportion to the amount of time employed as a proportion of a 190-day contract year (1,425 hours). CPEs that sign contracts at a different time, but have the same contracted starting date shall be considered as equals in seniority.

### 2-4-4 Identification and Classification of CPEs

1. Teachers will be categorized with other teachers in areas of endorsement and NCLB HQT status.
2. Ancillary CPEs will be classified in areas of endorsement for which they are certified.
3. CPEs placed on special assignments, such as Title I, gifted and talented, special projects or in administrative positions shall be classified in areas which they are certified and HQT, where applicable, for purposes of seniority as teachers.

2-5 Duty Free Lunch

Secondary staff members shall receive duty free lunch, provided that three (3) staff members volunteer to supervise the halls for eleven (11) minutes each day and be reimbursed by the district \$360.00 per supervisor.

Elementary noon hour and recess duties shall be covered by paid aides; however, if an elementary staff member volunteers to supervise recess and noon hour, he/she will be reimbursed \$900.00 for primary recess and \$900 for intermediate recess.

2-6 Right To Representation

A certified employee shall have the right to have present at any meeting with an administrator a GEA member or other representative of his/her choosing.

## **ARTICLE III**

### **INSURANCE**

3-1 The Board of Trustees of Genesee Joint School District No. 282 will provide \$490 per month, per full-time professional certificated employee for health insurance. Funds which remain after paying for health insurance benefits will be available for other benefits. Employees whose FTE is at least .5 but less than 1.0 will receive a proportional benefit equal to their FTE. The employee would be expected to pay the difference. Less than half time certified employees are not eligible to participate in the insurance program. Certified employees who were employed as of the 2002-03 school year and received full benefits will continue to receive the same benefits provided their employment status does not change of their own volition.

#### 3-1-1 Insurance

The selection of the insurance carrier(s) and coverage will be determined by a committee consisting of two Association members, one classified employee and one administrator.

The carrier or carriers selected will remain in effect for the duration of this contract.

#### 3-1-2 Cafeteria Program

A cafeteria 125 program has been implemented for certificated employees. The provisions of the program are attached to this Agreement as Appendix A and are in full force.

**ARTICLE IV – SECTION 4-1  
SALARY SCHEDULE  
GENESEE JOINT SCHOOL DISTRICT NO. 282  
2012-13**

	BA	BA+15	BA+30	MA BA+45	MA+15 BA+60	MA+30 BA+75	MA+45/ EdS/EdD
0	\$29,278	\$31,035	\$32,792	\$34,548	\$36,305	\$38,062	\$39,819
1	\$30,742	\$32,499	\$34,256	\$36,012	\$37,769	\$39,526	\$41,282
2	\$32,206	\$33,963	\$35,720	\$37,476	\$39,233	\$40,990	\$42,746
3	\$33,670	\$35,427	\$37,183	\$38,940	\$40,697	\$42,454	\$44,210
4	\$35,134	\$36,891	\$38,647	\$40,404	\$42,161	\$43,917	\$45,674
5		\$38,355	\$40,111	\$41,868	\$43,625	\$45,381	\$47,138
6		\$39,819	\$41,575	\$43,332	\$45,089	\$46,845	\$48,602
7		\$41,282	\$43,039	\$44,796	\$46,553	\$48,309	\$50,066
8			\$44,503	\$46,260	\$48,016	\$49,773	\$51,530
9			\$45,967	\$47,724	\$49,480	\$51,237	\$52,994
10				\$49,188	\$50,944	\$52,701	\$54,458
11					\$52,408	\$54,165	\$55,922
12							
+						\$55,629	\$57,386

\$1000 added to each step for current National Board Certification  
Shaded cells are \$34,000 minimum salary

1. Credit must comply with current Idaho Code as interpreted by the Idaho Department of Education (Appendix B).
2. Salary schedule is in semester hours.
3. The base calculating salary will return to \$29,278 and the minimum salary to \$34,000.

**ARTICLE IV – SECTION 4-2**  
**ACTIVITIES AND ADDITIONAL ASSIGNMENTS**

- 4-2-1 In addition to the base pay, teachers are granted extra compensation for accepting assignments over and above the regular schedule of duties. It is subject to revision at any time to meet current situations and there is no guarantee that the assignments will be made. The size of the turnouts will generally determine the number of supervisory personnel.
- 4-2-2 Compensation for work listed on the Activities Salary Schedule shall be based on a point system with a common multiplier, tied to the base teacher's salary (points x base salary x .00523 = compensation). Points shall be allotted to each position (and to the employee for experience in the position) according to the following formula:
- A. Time: One point (to the nearest ½ point) is given for each twenty (20) hours of time deemed necessary by the administrator to maintain a quality program (defined as follows: 2.5 hours for each practice including supervision of locker room [doubled during summer and winter break], actual travel time to competition, competition time). An extra point is given to those positions identified as needing preparation time before the season (practice) begins (e.g., head coaches, music director, etc.). Hours are figured through the end of the regular season including district or regional finals. If the team makes the state tournament or playoffs, additional compensation will be added to the stipend equal to the number of additional week(s) as a percentage of the total season.
  - B. Assistants: Full responsibility for supervising a paid assistant shall be compensated at the rate of two (2) points per assistant. Partial responsibility for supervision shall be compensated at the rate of one (1) point per assistant.
  - C. Evening Practice: Practice time (not performance time) which encroaches on the individual's "family time" (after 6:00 p.m. or before 8:00 a.m., due to lack of facilities or other scheduling problems) will be compensated at the following rate:
    - 10-25% after 6:00 p.m. or before 8:00 a.m. = ½ point
    - 26-50% after 6:00 p.m. or before 8:00 a.m. = 1 point
    - 51-75% after 6:00 p.m. or before 8:00 a.m. = 1 ½ points
    - 76-100% after 6:00 p.m. or before 8:00 a.m. = 2 points

- D. Management: Miscellaneous responsibilities shall be compensated on a scale of zero (0) to seven (7) points, determined by an evaluation of the amount of time necessary to perform such tasks as, but not limited to, practice planning, game planning, scouting opponents, routine threat of injury to students, inventory, public performances, media contact, awards banquet, scheduling or rescheduling, facilities preparation, supervision of coaching staff, hiring coaching staff, game administration, washing uniforms and towels, and maintaining statistics and records.
- E. Experience: The employee's experience in a similar position will be compensated at the rate of ½ point (same or higher level) or ¼ point (adjoining level) per previous season/year of experience, up to six (6) points maximum. Employees transferring into the district will be given credit for up to five (5) seasons/years outside the district.

4-2-3 Job Description Review: Each job description shall be reviewed periodically by the appropriate administrator and revised, wherever appropriate, in light of changes in the duties of the position. The addition or removal of a position to or from the Activities Salary Schedule shall be by Board action. The point rating attached to each position shall be reviewed by a committee composed of two (2) administrative and two (2) appointed GEA representatives by employee request made by April 1 for consideration no later than April 30.

4-2-4 Grandfather Clause: At the time of the initial adoption of this schedule, any employee who currently holds a position identified on the extra duty assignment schedule who subsequently continues in that same position will be guaranteed to be paid no less than the amount paid during the 1999-2000 school year.

**ARTICLE IV - SECTION 4-3 - EXTRA DUTY SALARY SCHEDULE**

**GENESEE JOINT SCHOOL DISTRICT NO. 282**

**2012-2013**

	Hour s	Ass't	Manag e	Evening	Exper.	Sub Total	new	grandfathe r	differenc e
<b>ACTIVITIES:</b>									
Head GBB	14.5	1	6	1		22.5+exp	\$3,828		
Head BBB	14.5	1	6	1		22.5+exp	\$3,560		
Head Football	11.5	1	6	0.5		19+exp	\$3,560		
Head Volleyball	11.5	1	5	0.5		18+exp	\$3,675		
Head Softball	10	0	4			14+exp	\$2,297		
Head Baseball	10	1	4	0.5		15.5+exp	\$3,139		
Head Track	8.5	0	4			12.5+exp	\$2,756		
JHVB	5	0	1	0.5		6.5+exp	\$1,914		
JHBBB	5	0	2	0.5		7.5+exp	\$1,302		
JHGGB	5	0	2	0.5		7.5+exp	\$1,302		
JHFB	5	0	1			6+exp	\$1,838		
Ass't FB	10.5	0	0	0.5		11+exp	\$2,373		
2nd Ass't FB	10.5	0	0	0.5		11+exp	\$1,761		
Ass't VB	10.5	0	0	0.5		11+exp	\$1,914		
Ass't BBB	13.5	0	1	1		15.5+exp	\$2,450		
Ass't GBB	13.5	0	1	1		15.5+exp	\$2,527		
AD	14	21	7	2		44+exp	\$6,891		
Athletic Trainer	19	0	5	0		24+exp	\$4,594		
Spirit	15	0	1	0		16+exp	\$2,527		
Ass't JHBBB	5	0	0	0.5		5.5+exp	\$995		
Ass't JHGGB	5	0	0	0.5		5.5+exp	\$919		
Ass't JHFB	5	0	0			5+exp	\$842		
Ass't JHVB	5	0	0	0.5		5.5+exp	\$1,761		
Ass't SB	9	0	0			9+exp	\$1,378		
Music Director	14.5	0	5			19.5+exp	\$3,905		
Ass't BB	9	0	0	0.5		9.5+exp	\$2,220		
Ass't Track	7.5	0	0			7.5+exp	\$1,531		
<b>CLUBS:</b>									
Drama	3.5	0	0			3.5	\$536		
Spirit Club	4	0	0			4	\$613		
Foreign Language	4	0	0			4	\$613		

Club								
BPA	4	0	0	4	\$613			
OM	3	0	0	3	\$459			
NHS	2	0	0	2	\$306			
Youth Leg.	4	0	0	4	\$613			
					\$1,22			
FFA	4	0	4	8	5			
Knowledge Bowl	4	0	0	4	\$613			
IDFY	4	0	0	4	\$613			
JH IDFY	2	0	0	2	\$306			
<b>ADMINISTRATIVE:</b>								
Senior advisor	3	0	0	3	\$459	\$487		\$28
Junior advisor	2	0	0	2	\$306			
Soph. Advisor	2	0	0	2	\$306	\$375		\$69
Frosh advisor	2	0	0	2	\$306			
8th advisor	1.5	0	0	1.5	\$230	\$270		\$40
7th advisor	1.5	0	0	1.5	\$230	\$270		\$40
Concessions	5	0	0	5	\$766			
Newsletter	2	0	0	2	\$306			
Yearbook	4	0	1	5	\$766	\$1,052		\$286
Spelling Bee	1	0	0	1	\$153			
Geography Bee	1	0	0	1	\$153			

State will be figured on an additional weeks pay

#### **ARTICLE IV - SECTION 4-4 – CREDIT REIMBURSEMENT**

The Genesee Joint School District will reimburse the full time professional certificated staff for a maximum of \$750 per employee which may be applied to college credits and/or Praxis examinations. Less than full time certificated employees will be reimbursed a proportional amount, based on their FTE. Transcripts must be turned in to the district by September 1st for use in salary schedule movement; exceptions may be granted by the Superintendent in emergency situations. Reimbursement is allowed each year for credits taken during that year: September 1 – August 31 only. Grandfather clause: certified employees who were employed as of the 2002-03 school year will continue to receive the same tuition reimbursement provided their employment status does not change of their own volition.



**ARTICLE V**

**EFFECT OF AGREEMENT**

5-1 Duration

The provisions of Section II will be effective as of July 1, 2012 and continue and remain in full force and effect until June 30, 2013.

5-2 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.

5-3 Change in Section II

During its terms, Section II may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed amendment of Section II.

5-4 Automatic Extension

If at any time Section II would otherwise terminate, the parties are negotiating for a new agreement, the terms and conditions hereof shall continue in effect until ratification by both parties of the successor Section II; and new Section II shall be retroactive to the date Section II would otherwise have terminated.

5-5 Agreement

This Agreement is signed this \_\_\_\_ day of \_\_\_\_\_, 2012, and shall be binding upon the parties.

IN WITNESS THEREOF:

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

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

**APPENDIX A**  
**CAFETERIA PLAN**  
**PREMIUM CONVERSION**  
**PLAN DOCUMENT**

**Appendix A - Article 1**

**Introduction**

The Company has adopted this Plan in order to allow its eligible employees to choose medical benefits only based on their own particular goals, desires and needs.

The provisions of this Plan shall be effective as of September 1, 2012 through August 31, 2013.

## Appendix A - Article 2

### Definitions

Each word and phrase in this Article 2 shall have the following meaning whenever such word or phrase is capitalized and used herein unless a different meaning is clearly required by the context of the Plan.

Section 2.01            Account The individual account established on the books of the Employers under Section 10.01 in the name of each Member for the purpose of accounting for contributions allocated to and benefits paid for a Member.

Section 2.02            Affiliated Company The Company and any company, trade, or business unit that is or is part of (a) a member of a controlled group of corporations, within the meaning of Code Section 414(b), that includes the Company; (b) under common control, within the meaning of Code Section 414(c), with the company; or (c) a member of an affiliated service group, within the meaning of Code Section 414(m), that includes the Company.

Section 2.03            Board The board of directors of the Company.

Section 2.04            Claimant A Participant or the Participant's eligible dependent who has submitted a claim under the plan.

Section 2.05            Code The Internal Revenue Code of 1986, as amended from time to time. Reference to any section of subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.

Section 2.06            Company Genesee Joint School District No. 282

Section 2.07            Compensation A Member's basic pay, including bonuses, overtime and commissions, as determined by the Committee, for personal services rendered in the course of employment with any Affiliated Company and contributions under Section 4.01 and 4.02 on a Member's behalf.

Section 2.08            Dependent A dependent as defined in IR Code Section 152.

Section 2.09            Eligible Employee Any elective full-time employee or any active part-time employee who is regularly scheduled to work 20 hours per week or more.

Section 2.10            Employee Any person employed by an Affiliated Company who is eligible for benefits under a Medical Plan but excluding any person covered by a collective bargaining agreement between an Affiliated Company and a bargaining unit of employees, unless coverage under this Plan is provided for under the collective bargaining agreement. An employee is also a "leased employee" as defined in Code Section 414(n).

Section 2.11            Employers Any Affiliated Company which ratifies and adopts this Plan in a manner satisfactory to the Board.

Section 2.12            ERISA The Employee Retirement Income Security Act of 1975, as amended from time to time.

Section 2.13            Highly Compensated Member An employee defined by Code Section 105(h) or Code Section 414(g) as is appropriate.

Section 2.14            Key Employee An employee defined by Code Section 416(i) (1).

Section 2.15            Medical Plan Any plan of any Affiliated Company other than this Plan which provides medical care benefits (including dental care benefits) for Employees generally.

Section 2.16            Member Any Employee who has become eligible to participate in the Plan in accordance with Section 3.01 and who has not ceased to be an Employee.

Section 2.17            Period of Coverage The Plan Year, except that it may be a fraction of a Plan Year as provided in Section 5.05.

Section 2.18            Plan The Employers' cafeteria plan, set forth herein.

Section 2.19            Plan Year Each successive 12 month period beginning with the effective date of the Plan except as noted in Article 1.

Section 2.3            Category A Contract Is a limited one (1) year contract for certificated personnel in the first or greater years of continuous employment with the same school district. Upon the decision by a local school board not to reemploy the person for the following year, the certificated employee shall be provided a written statement of reasons for non-reemployment by no later than July 1. Provided, however, that no such decision shall be made until after the completion of the written evaluation required by subsection (4) of I.C. 33.514, unless such decision is being made due to a reduction in force. No property rights shall be attached to a category A contract and therefore the employee shall not be entitled to a review by the board of trustees of the reasons or decision not to reemploy. I.C. 33.514

Section 2.3            Category B Contract Is a limited two (2) year contract that may be offered at the discretion of the board of trustees for certificated personnel in their fourth or greater year of continuous employment with the same district. The board of trustees, at its sole discretion, may add an additional year to such contract upon the expiration of the first year. The board of trustees, at its sole discretion, may terminate the second year of a category B contract upon the conclusion of the first year, in the event of a reduction in force. Upon the decision by a board of trustees not to reemploy the person employed on a category B contract for the written year, the certificated employee shall be provided a written statement of reasons for non-reemployment no later than July 1. The employee shall, upon request, be given the opportunity for an informal review of such decision by a board of trustees. The parameters of an informal review shall be determined by the local board. Provided that no such decision shall be made until after the completion of the written evaluation required by subsection 4 of the I.C. 33.514, unless such decision is being made pursuant to a reduction in force. No property rights shall attach to a category B contract and therefore the

employee shall not be entitled to a formal review by the board of trustees of the reasons or decision not to reemploy. I.C. 33.514

Section 2.3                    Grandfathered Renewable Contract - For any certificated employees already holding renewable contract status with a district as of January 31, 2011. Except as otherwise provided, the employee employed pursuant to a grandfathered renewable contract shall have the right to the continued automatic renewal of that employee's employment contract by giving notice, in writing, of acceptance of renewal. Such notice shall be given to the board of trustees of the school district then employing such person not later than the twentieth day of July. The board of trustees shall notify each person entitled to be employed on a grandfathered renewable contract of the requirement that such person must give the notice hereinabove and that failure to do so may be interpreted by the board as a declination of the right to automatic renewal or the offer of another contract. Such notification shall be made, in writing, not later than the first day of July in each year, except to those persons to whom the board, prior to said date, has sent proposed contracts for the next ensuing year, or to whom the board has given notice required by section 2 in I.C. 33.515. Before the board of trustees can determine not to renew for the unsatisfactory performance of any certificated person who holds a grandfathered renewable contract, such person shall be entitled to a period of probation lasting at least six (6) instructional weeks, following an observation, evaluation or partial evaluation. The period of probation shall be preceded by a written notice from the board of trustees or its designee with reasons for such probationary period and with provisions for adequate supervision and evaluation of the person's performance during the probationary period. I.C. 33.515

### **Appendix A - Article 3**

#### **Eligibility Requirements**

Section 3.01                    Eligibility An Employee shall become eligible to participate in this plan as of the later of:

- a.        The date the Employee becomes eligible for coverage under a Medical Plan;  
          or
- b.        The date of the Employee's coverage under this Plan through the adoption of this Plan by the Employee's employing entity;

Section 3.02                    Notice and Enrollment Prior to the date an employee first becomes eligible to participate in this Plan, the clerk shall notify in writing each Employee who becomes eligible and shall explain the right, privileges and duties of a Member of the Plan. Each Member may elect to participate as of the date on which he or she becomes eligible in accordance with Section 3.01 by completing and delivering to the clerk a salary reduction agreement and an election of benefits form on the forms provided by the clerk.

Section 3.03                    Termination of Eligibility A participant becomes ineligible to participate in the plan if the Participant transfers to an ineligible class of employees or terminates employment with the employer. Upon the termination of eligibility, the Participant's right to participate in the Plan terminates as of the date of such transfer or employment termination, except as specifically stated in the Plan or pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended.

## **Appendix A - Article 4**

### **Contributions**

Section 4.01            Insurance Premium Conversion For any Plan Year, each Member may elect to have contributed to his or her Account a specified amount of his or her Compensation for such Plan Year to pay for insurance premiums for plans sponsored by the Member's employer. The amount of such contributions shall be determined in accordance with such employer-sponsored plans.

Section 4.02            Pay Reduction and Payroll Withholding A Member's pay for a Plan Year shall be reduced by the amount of the contributions with he or she elects for such Plan Year under Section 4.01. Contributions shall be made only by way of payroll withholding which shall be made during a Member's applicable Period of Coverage.

## Appendix A - Article 5

### Elections

Section 5.01            In General Elections of contributions and benefits shall be made at the time, in the manner and subject to the conditions specified by the Committee which shall prescribe uniform and nondiscriminatory rules for such elections.

Section 5.02            Election to Participate An eligible employee commences participation by filing an executed election form with the Plan Administrator. The election form shall be signed by the employee, shall designate the benefits in which the employee elects to participate and shall designate the Plan Year (or the remaining portion of the Plan Year), as the time period for which participation will be effective. The election form shall also specify the amounts, if any, by which the employee's compensation shall be reduced.

Section 5.03            Contributions and Benefits Members must elect the amount of contributions to a Medical Plan for elected Period of Coverage.

Section 5.04            Period of Coverage Except as provided for in Sections 5.05 and 5.07, any Member electing contributions and benefits must make an irrevocable election for an entire Period of Coverage of an entire Plan Year.

Section 5.05            Fractional Periods Members who become eligible to participate in the middle of a Plan Year may elect to participate for a period lasting until the end of the current Plan Year. In such cases, the interval commencing the day after their elections are made and ending at the end of the current Period of Coverage shall be deemed to be their Period of Coverage. Such Members must elect to participate no later than 30 days after becoming eligible to do so or within such other time limit as the Committee may prescribe.

Section 5.06            Timing of Elections Elections of contributions and benefits for a Period of Coverage shall be made prior to such Period of Coverage, provided that where a Member commences or recommences participation in the middle of a Period of Coverage, he or she shall make elections prior to commencement of participation.

Section 5.06            Changes of Elections Elections of contributions and/or benefits may not be changed in the middle of a Period of Coverage unless:

- a. In regards to insurance Premium Conversion, the cost of a health plan provided by an independent, third-party provider increases or decreases and the Participant is required to make a corresponding change in premium payments, or, if coverage of the health plan significantly curtails or ceases thereby requiring the plan to obtain another health plan with similar coverage;

- b. Such change in on account of and consistent, necessary and appropriate with a change in family status or such other change which in compliance with Code Section 125 and the regulations thereunder, (examples: marriage, or divorce of an employee, death of a spouse, switching from full-time to part-time employment or vice-versa, the taking of an unpaid leave of absence by the employee or spouse or where there has been a significant change in the health coverage of the employee or spouse attributable to spouse's employment);
- c. The clerk's rules permit such a change; and
- d. If applicable, such change is permitted by the Medical Plan covering the Member.

For purposes of this Section, a failure to elect shall be considered an election and a change from or to a zero amount of contributions shall be considered a change of an election. Changes in elections shall only be effective as to contributions and benefits following the effective date of such changes.

Section 5.08            Medical Plans Elections of contributions under Section 4.01 shall be subject to the rules governing elections of benefits under a Member's Medical Plan.



## Appendix A - Article 6

### Benefits

Section 6.01            Benefits Available Members of the Plan may only elect Accident & Health Plan Benefits.

Section 6.02            Group Insurance Premiums Contributions under Section 4.01 may be used to purchase benefits under an employee-sponsored Accident and Health Plan for the Member and his or her spouse and dependents (as defined in Code Section 105(b)), subject to the limitations on coverage and benefits provided by the terms of such Plan.

## **Appendix A - Article 7**

### **Limitations on Benefits**

Section 7.01            Coverage    Amounts for a particular benefit may only be paid for expenses incurred during the Period of Coverage elected for such benefit and only from contributions made for such benefit during such Period of Coverage. In the case of insured benefits, expenses shall be considered incurred during the period of insurance coverage, and not when the Member is formally billed, charged for or pays the expenses.

Section 7.02            Amount of Benefits    The maximum amount of Reimbursement Benefits payable for a Plan Year shall be the amount of the Member's contributions.

Section 7.03            Forfeitures    Amounts remaining in a subaccount shall be forfeited after payment of all premiums for the expenses incurred during the applicable Period of Coverage.

Section 7.04            Medical Plan    Coverage and limitations for a Member's Medical Plan benefits shall be as set forth in the Member's Medical Plan.

## **Appendix A - Article 8**

### **Post-Termination Participation**

#### Section 8.01

#### Health Plans

- a. If an event which would otherwise cause a participant to lose eligibility to participate in a group health plan is a qualified event, the participant may be entitled to elect to pay premiums and continue participation as required by federal law.
- b. Upon the occurrence of an event which terminates a participant's eligibility to participate in a group health plan, the Clerk shall inform the participant of continuation rights and the procedure for electing continued coverage.
- c. The participation of a participant who is not eligible for continued coverage or who does not elect to continue will terminate on the last day of the month in which the event of ineligibility occurs.
- d. A participant who is eligible and elects to continue participation in a health plan may pay the premiums from pre-tax compensation, including severance pay, or from other after-tax funds.

## Appendix A - Article 9

### Nondiscrimination

Section 9.01            Reduction of Contributions and Benefits    The Clerk may reject any election and reduce the amount the contributions or nontaxable benefits to the extent the Clerk deems necessary to assure that the Plan does not discriminate in favor of Highly Compensated Members in violation of Code Section 125 or any other applicable provision of law or to prevent taxation of Key Employees under the provisions of Code Section 125(b) (2). Any rejection of elections or any reduction of contributions or benefits shall be made by the Clerk on a reasonable and nondiscriminatory basis. Contributions which may not be paid out because of benefit reductions imposed by this Section 9.01 shall be forfeited.

Section 9.02            Prohibition of Discrimination    Any discretionary acts to be taken under the terms and provisions of this Plan by the Clerk or by the Employers shall be uniform in their nature and application to all those similarly situated, and no discretionary acts shall be taken that would be discriminatory under the provisions of the Code relating to the cafeteria plans, as such provisions now exist or may from time to time be amended.

**Appendix A - Article 10**

**Administration of the Plan**

**Section 10.01**

The Plan shall be administered by the Clerk of the District.

**Appendix A - Article 11**

**Miscellaneous**

Section 11.01            Titles and Headings The titles and headings of the Articles and Sections of this instrument are placed herein for convenience of reference only, and in the case of any conflicts, the text of this instrument, rather than the titles or headings, shall control.

Section 11.02            Number Wherever used herein, the singular shall include the plural and the plural shall include the singular, except where the context requires otherwise.

Section 11.03            Applicable Law The provisions of this Plan shall be construed according to the laws of the State of Idaho, except as superseded by federal law, and in accordance with the Code and ERISA. The Plan is intended to be a cafeteria plan under Section 125(d) of the Code.

Section 11.04            Appeals The Clerk shall establish a reasonable claims appeal review procedure.

Section 11.05            Right to Discharge Employees No provision of this Plan, whether express or implied, gives an Employee the right to remain in the employ of the Employer. All employees shall remain subject to discharge from employment as if this Plan had never been adopted. Nothing in the establishment or modification of this Plan or payment of any benefit shall be construed as giving any participant or any other person any legal or equitable rights against the Employer except as specifically provided by this Plan.

Section 11.06            Legally Enforceable The Employer intends that the Plan terms, including those relating to coverage and benefits, are legally enforceable. The Plan is maintained for the exclusive benefit of Employees.

IN WITNESS WHEREOF, \_\_\_\_\_ by action of its Board of Directors, has caused this instrument to be executed by its officer thereunto duly authorized, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

BY \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**APPENDIX B  
GENESEE JOINT SCHOOL DISTRICT NO. 282  
STANDARD CREDIT REVIEW FORM**

Pursuant to the 2012-2013 negotiated agreement, each certified employee may be reimbursed a maximum of \$750 for college credits and/or Praxis examinations per year. Reimbursement is allowed each year for credits or tests taken during that year: September 1 - August 31 only. *Credit must comply with current Idaho Code as interpreted by the Idaho Department of Education.*

NAME \_\_\_\_\_ DATE \_\_\_\_\_

COURSE NAME AND NUMBER \_\_\_\_\_

LOCATION \_\_\_\_\_

DATES OF COURSE \_\_\_\_\_

EXPLAIN THE BENEFIT TO:

1. School and/or staff:
  
2. Classroom:
  
3. Professional Growth:

Professional Development Committee:

X _____	X _____
X _____	X _____ Principal
X _____ Superintendent of Schools	

Approved : \_\_\_\_\_ Rejected: \_\_\_\_\_ Date: \_\_\_\_\_

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**REQUEST FOR REIMBURSEMENT**

ALL REQUESTS FOR PAYMENT MUST BE ACCOMPANIED BY RECEIPTS AND RECEIVED BY THE DISTRICT OFFICE NO LATER THAN AUGUST 31 OF EACH YEAR TO BE CONSIDERED FOR PAYMENT.

TOTAL \$ \_\_\_\_\_

**APPENDIX C**

## GRIEVANCE REVIEW REQUEST FORM

Grievant(s):	Date of Filing:
Position of Grievant(s):	Date Grievance Occurred:
Immediate Supervisor:	Supervisor will schedule a meeting with grievant five (5) school days after receiving this request. Written decision by supervisor will be given to grievant four (4) school days after the meeting.

The article, section, and item of the negotiated agreement that the Grievant claims a controversy, dispute, or disagreement exists involving interpretation or application of the negotiated agreement.

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Statement of Grievance (include events and conditions of the grievance and if applicable, person(s) involved): (Attach additional pages if needed.)

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Relief sought:

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\_\_\_\_\_  
Signature of Grievant(s)

Copy given to Superintendent      \_\_\_\_\_ Date

Copy given to GEA President      \_\_\_\_\_ Date







