

NEGOTIATIONS **AGREEMENT**

by and between the

BOARD OF TRUSTEES
LAKELAND JOINT SCHOOL
DISTRICT 272

and the

LAKELAND EDUCATION
ASSOCIATION

FOR 2016-2017

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Signatures and dates: _____	20
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I.1 Salary Schedule

It is agreed the attached salary schedule shall be in effect for 2016-2017.

An experience step will be granted for experience earned during the 2015-2016 contract year. Any teacher who had a remaining held experience step will be granted an additional step for placement on the 2016-17 salary schedule.

SEE SCHEDULE ATTACHED

I.2 Salary Schedule Provisions (For the 2016-17 contract year.)

A. Allowable Training and Experience - Entry Level

1. Up to twelve years of acceptable teaching experience will be allowed for placement on the salary schedule for transfer teachers. Twelve years of experience would place the teacher on step 13. Any teacher that transfers into the district with twelve or more years of experience will also be placed on step 13.
2. No credit is given for military experience.
3. Seven months of continuous teaching in any single year is required to count as a year of experience.
4. A master's degree shall be allowed for placement on the salary schedule if it is in or related to the areas or subjects taught. Specific credits not required for certification and taken after completion of the BA degree which are in or related to the area or subject taught can be counted for advancement beyond the BA or MA degree. Determination will be made by the Superintendent of Schools.

(The above provisions apply to teachers transferring in with one or more years of acceptable teaching experience.)

B. Training Increments

To advance one or more training increments, acceptable graduate credit must be earned after completion of the BA degree. Salary schedule increments are in semester credits.

C. Acceptable Graduate Credit

No more than 10 semester hours can be upper division credit. The remainder of the credits for advancement on the salary schedule must be graduate credits (500's or higher). Any exceptions must meet the approval of the Superintendent.

D. Placement on the Salary Schedule

The salary category is determined by the number of years of allowable service and training of the teacher before the opening day of school.

E. Advancement on the Salary Schedule

Teachers planning to advance on the salary schedule through additional credits and/or degrees must notify the Superintendent of Schools, in writing, not later than May 1 of their intention to work toward advancement on the schedule.

1. Courses to be taken must meet the approval of the Superintendent of Schools to count toward advancement on the salary schedule. In the event the course is denied, the teacher has the right of appeal to the Board of Trustees.
2. All course work for advancement on the salary schedule must be completed prior to September 1.
3. Proof of credit by official transcript must be received by the Superintendent of Schools by September 15. No contract will be changed after September 15, for salary schedule advancement without the approval of the Superintendent.
4. Advancement on the salary schedule shall be limited to three columns on the salary schedule in one year unless the teacher earns an advanced degree
5. When credits in any discipline are earned by a teacher at the request of the Superintendent, those specific credits will apply toward advancement on the salary schedule.
6. To advance an experience step on the salary schedule, a teacher must complete at least an amount greater than fifty percent of the days of a full time teacher contract for the year.
7. In the event that either the date for notification of intent to advance (May 1) or the deadline to receive official transcripts (September 15) falls on a non-working day, the documents may be accepted on the next scheduled work day.

ARTICLE II **BENEFITS**

II.1 Insurance

MEDICAL/DENTAL: It is agreed that beginning October 1, 2016, the district will pay employee premium costs for the group medical (up to \$434.65, including administrative costs); and group dental (up to \$34.78); insurance plans for a total for each participating full-time certificated employee of up to \$469.43 per month until August 31, 2017. Employees shall be eligible for benefit coverage starting the 1st of the month following a one month waiting period. For certificated employees the waiting period will start on the initial contract date, and for non-certified employees it will begin on their hire date. If the combined plans the employee chooses total more than \$469.43 per month, the employee will incur the extra expense. If the employee does not complete the requirements of the Blue Cross "Healthy Measures" program the amount paid by the District on their behalf will be reduced by \$40.00 per month for the months of January – September, 2017. Less than full time employees with a 0.75 or more (FTE) contract will receive a 0.83 allotment.

- A. Every eligible employee shall be deemed to have taken at least single medical and dental coverage.
- B. Individuals contracted for at least 0.5 FTE for the 2001-02 school year will continue to receive health and life insurance benefits under the 2001-02 Negotiations Agreement language (with new funding amounts in each respective contract) as long as they remain continuously employed by the district at 0.5 FTE.

Monthly medical/dental insurance premiums for 2016-2017 that will be charged to the employee shall be as follows:

	BLUE CROSS North Idaho Option 1 (Buy Up Plan)	BLUE CROSS North Idaho Option 1	BLUE CROSS North Idaho Option 1 w/ Dental Blue Connect (Willamette Dental)
	No Dependent Dental	w\ Delta Dental	
Employee	69.55	69.55	75.12
Employee + 1	336.05	368.18	378.82
Employee +2	459.55	524.30	540.09
Employee & Spouse	661.90	702.44	714.34
Family	834.65	933.26	954.55

	BLUE CROSS Blue Value Option (Driver Plan)	BLUE CROSS Blue Value Option	BLUE CROSS Blue Value Option w/ Dental Blue Connect (Willamette Dental)
	No Dependent Dental	w/ Delta Dental	
Employee	-0-	-0-	5.57
Employee + 1	228.95	261.08	271.72
Employee +2	335.05	399.80	415.59
Employee & Spouse	508.90	549.44	561.34
Family	657.30	755.91	777.20

II.2 Life Insurance

It is further agreed that for the 2016-2017 school year, each certificated employee shall, at district expense, be covered by a \$20,000 term life insurance policy and that the employee may purchase dependent or additional life coverage at his/her own expense. Employees must have a half time or more (FTE) contract to qualify for the life insurance benefit (unless they are "grandfathered" as explained in the paragraph on Medical/Dental).

II.3 Vision Insurance

It is further agreed that for the 2016-2017 school year the district will offer the opportunity for the employee to purchase vision insurance for themselves and family members.

AMERITAS VISION	PLAN 1 (Low)	PLAN 2 (High)
Employee	3.80	8.48
Employee + 1	7.20	15.84
Employee +2	9.92	21.98

ARTICLE III **EXTRACURRICULAR SALARY**

Pursuant to Idaho Code all supplementary contracts are issued for a single year period and must be renewed annually. This includes all negotiated positions in the extracurricular section of the Negotiated Agreement. All supplementary positions are voluntary and no staff member is required or obligated to fulfill such a position, except when failing to follow proper notification requirements as shown below.

In filling any supplemental position the District shall use all applicable posting, hiring, interviewing and transfer policies. Any and all such policies may be waived if the Superintendent determines an emergency exists.

Persons wishing to be released from a currently contracted position for the following year shall notify the Principal and Superintendent in writing no later than six months prior to the onset of the assignment, or by June first preceding the year in question, whichever is earlier. Unless otherwise stated in the supplementary contract, positions shall be assumed to begin on the first official day of the school year.

Emergency release from a contract may be granted if the person is determined to be physically unable to perform the duties of the position.

All extracurricular\supplemental positions are subject to budget constraints and may not be funded in the budget for a particular school year. If a position has not been budgeted for, and a qualified person is willing to perform the required duties as a volunteer, the District may place that person in the position. If the volunteer fulfills the duties of a paid position for a complete season they will be given credit for experience in placement on the extracurricular schedule for future assignments.

If a head coach and an assistant coach request to share head coaching duties, and the request is approved by the athletic director, building principal, and the superintendent, then the individual stipends will be paid at a rate of 13.25%. Procedures and forms will be developed to insure all parties are in agreement regarding the stipend for the contract year.

Any assistant coaching positions added after the beginning of the season will be paid based on the regular assistant stipend, divided by the number of weeks from the first day of practice through the last day of the regular season, times the number of weeks remaining at the time the individual starts in the position.

**District Base For extracurricular
Salary calculations**

1	\$ 26,208
2	\$ 27,519
3	\$ 28,830
4	\$ 30,140
5	\$ 31,450
6	\$ 32,761
7	\$ 34,072
8	\$ 35,382
9	\$ 36,692
10	\$ 38,003

III.1 Extracurricular Salary Schedule

The following terms apply to certificated employees, although the positions may be held by non-certificated employees. Payment of stipends will be in accordance with Board of Trustee Policy.

Senior High Head Coach

15.5%

Baseball
Basketball
Football
Soccer
Softball
Track
Volleyball
Wrestling
Cross Country
Cheerleading
Swimming
Tennis
Dance Team
Golf

Asst. Coach (includes 9th or C) 11.0%
(Same sports as above)

Band Director 10.5%
Choir Director 6.2%
Speech/Arts 5.7%
Annual 5.7%
Drama 9.2%
Newspaper 5.7%
ASB/Leadership Advisor 3.5%

JUNIOR HIGH SCHOOL

7 & 8 Coach 6.3%

Basketball
Cheerleading
Cross Country
Track
Wrestling
Volleyball
Band\Choir Director 3.5%
ASB/Leadership Advisor 3.5%
7/8 Intramural Basketball 4.0%
7/8 Annual 5.7%

A. Experience Step Guidelines

For the positions above, up to 9 years' experience on the BA column (steps 1-10) prior to the addition of the salary allowance) may be counted under the following guidelines:

1. Only years of extracurricular experience within a particular sport or activity will count as experience (not teaching experience).
2. A coach/advisor that moves from one sport or activity to another or enters a sport or activity for the first time will begin at step 1.
3. A lesser coach who becomes an advanced coach in the same sport (or another sport) will begin at step 1 at the advanced coach percentage rate but shall not receive pay less than the previous position if the move is in the same sport.
4. A head coach that steps down to a lesser coaching position in the same sport will retain his/her experience step at the assistant coach rate.
5. A coach, advisor or director may transfer verified experience into the district.
6. Two full years of junior high coaching experience within the District will count as one year experience for placement as an assistant coach at the high school level. This provision would apply to individuals first hired as an assistant coach for the 15-16 contract year.

The percent indicated for each position is applied to the appropriate step (1 through 10) of the BA column of the salary schedule depending on experience for a particular assignment.

B. Advisor and Other Extra Assignments:

Requests for advisory and other extra assignments not included in Section III A/B of the Negotiated Agreement may be made in writing in the year prior to the employee's anticipated leadership in such position, after May 1. Requests will receive consideration if received prior to September 15, of the year in which the position is to be held.

A committee consisting of the Superintendent or his/her designee and the Lakeland Education Association President or his/her designee will review requests to determine if the positions should be added, and make a

recommendation to the Board of Trustees. The review will be completed prior to the beginning of the school year whenever possible. The two member committee shall gather what information they deem necessary from principals and teachers and may recommend a stipend of 1% to 5.5% of the actual base (prior to salary allowance or additions to meet state mandated minimums).

The final approval shall be voted upon by the Board of Trustees at the earliest possible Board meeting of the school year for which the request is applicable (September or October).

Approval or denial of requests will be made to the employee in writing with justification no later than five (5) days following the Board of Trustee decision.

Requests for extra pay under this provision shall be submitted on a form provided by the District which details at least the following information: (a) a general description of the activity, (b) the amount of time expected to carry out the activity, (c) the number of students to be supervised, if appropriate, (d) the number of contests and/or trips, (e) any other information that will assist the review committee in compiling a complete and accurate picture of the activity, (f) acknowledgement by the building Principal, (g) what enhancement to the well-being and advancement of students, school, and/or community, including academic, social or otherwise will be derived.

C. Pre-determined Advisor Positions:

The following positions are pre-determined and do not need to be re-submitted:

Senior High

B.P.A. Advisor	5.5%
F.H.A. Advisor	5.5%
Jr. Statesman Advisor	3.5%
Prom Advisor	1.5%
I.D.F.Y. Advisor	3.0%
T.S.A. Advisor	3.5%
Honor Society Adv	1.5%
Mt View Yearbook	3.5%
Quiz Team Advisor	4.5%

Junior High

Mathcounts Advisor	2.5%
IDFY Advisor	3.0%
Honor Society Adv	1.5%
Strive	5.5%

Elementary

Intramurals	5.0%
Yearbook	3.0%
Strive	5.5%

D. Dual Credit Stipend

- 1) **Dual Enrollment Instructor Compensation** – Teachers who teach dual enrollment courses with a minimum of 12 dually enrolled students will receive a stipend 1.5% computed in the same manner as coaching stipends, times the number of credits taught. Dual enrollment instructors teaching courses with less than 12 dually enrolled students will be paid a flat stipend rate of \$50/dual enrolled student.
- 2) **Counseling Support Dollars** – Each high school counselor will receive \$5/student enrolled in a dual credit course.
- 3) **Instructional Support Dollars** – Each high school will receive \$75 per credit for classes with an enrollment of 12 or more students/class. The dollars generated will be held in a high school account with the intended use for supplies, lab materials, field trips, professional development, counseling department support, etc.

E. Class Coverage

- 1) Any teacher who, during their scheduled “prep period” covers another teacher’s class to allow that teacher to leave for a activity before the school day ends will be paid \$14.00 per occurrence provided it is approved by the principal, and all District reporting requirements are met by both teachers.

ARTICLE IV
LEAVES

IV.1 Leave of Absence

The Board may grant certificated personnel a leave of absence without pay for a period of time of up to one school year for return to school, travel, exchange or foreign teacher, or personal reason.

- A. Application for leaves of absence for a duration of one school year must be submitted in writing to the Superintendent no later than May 1, of the year preceding the intended leave. Application for leaves of a duration of less than one school year shall be submitted at least 30 workdays prior to the first day of the intended leave.

- A. The teacher shall notify the Superintendent in writing by May 1 of the leave year of his/her intent to return to the district. If there is no written notice, his/her rights to employment shall be vacated.
- C. The teacher, upon return, will be placed in a position for which he/she is qualified by certificate endorsement and will be placed on the appropriate step on the salary schedule with no loss of accrued benefits.
- D. If it is in the best interests of children, and other constraints don't prevent it, the returning teacher will be assigned to the building and grade level he/she left.

IV.2 Military Leave

Military leave shall, at all times, be granted in accordance with the provisions of applicable state and federal laws. Specifically the provisions of "The Uniformed Services Employment and Reemployment Rights Act" (USERRA) shall be followed.

- A. National Guard members or military reservists shall be granted leave to attend required duty upon written notice to the Superintendent at least two weeks prior to the leave. The notice provision will be waived if "military necessity" prevents the giving of notice; or the giving of notice is otherwise "impossible or unreasonable." Definitions provided in Department of Defense regulations will govern application of these exceptions.
- B. During the first ninety days of military leave the employee will be paid their regular pay and benefit allowance, less the salary of the replacement teacher hired for their position (not to exceed the monthly rate of pay for the leave teacher). After the initial ninety-day period the employee will be paid their regular pay less the salary of the replacement teacher. The salary allowance and health insurance coverage will not be paid after the ninety-day period. The employee will be able to utilize military health benefits and/or purchase coverage under the District's health plan for a period of up to eighteen months, as provided in USERRA.

IV.3 Association Leave

A maximum of twenty-two (22) days may be used by LEA members for association leave. A request to the immediate supervisor, LEA president, and Superintendent must be made at least one week in advance of the leave.

- A. A request must be made first to the LEA President. If approved by the President, it must then be submitted to his/her immediate supervisor at least two weeks prior to the requested dates. If approved it will be forwarded to the Superintendent for his/her review. The Superintendent will then notify the requesting individual in writing of their decision.

- B. Not more than three teachers per building may be gone on association leave, at any one time, and no more than three days may be used by any one member (up to 5 days for the president.) The Superintendent may waive individual employee limits if circumstances warrant.
- C. The district will pay the cost of hiring a substitute for those association days that are to attend regularly scheduled official meetings of the state teacher's association as prescribed by law 33-513. The LEA will pay the cost of hiring a substitute for additional association days approved by the Superintendent.

IV.4 Professional Leave

Certificated personnel may be granted leave with pay to attend educational meetings and/or workshops or visit exemplary classrooms or programs. One of the determining factors for approval shall be the benefit to the students.

- A. If the Principal or Superintendent denies the request, the employee has the right and opportunity to meet with the Principal and/or Superintendent about the decision.
- B. When the district requires attendance, allowable expenses will be paid.
- C. Applications for professional leave must be submitted to the principal at least 20 working days before the day(s) of the requested leave. If the principal approves, the application shall be forwarded to the Superintendent.

IV.5 Bereavement Leave

Certificated personnel shall be granted up to 5 days of bereavement leave, annually for death in the immediate family. (These 5 days are in addition to any bereavement sick leave approved below)

- A. Immediate family is defined as any relative living in the household of the employee and/or spouse, son, daughter, brother, sister, mother, father, grandmother, or grandfather, whether residing in or out of the household of the employee. In the case of a spouse, the relationship is extended to both sides of the family.
- B. The Superintendent must approve additional days needed for travel or other reason. These additional days will be deducted from the employee's sick leave if the employee has adequate sick leave, otherwise the days may be allowed as leave without pay.
- C. Up to two days of sick leave will be allowed for funerals other than the immediate family. Approval of the principal is required. Any additional

days for travel, etc. must be approved by the Superintendent. These additional days will be deducted from the employee's sick leave if the employee has adequate sick leave, otherwise the days may be allowed as leave without pay.

- D. In the event of an emergency school closure - if teachers are not required to report for work, teachers on sick leave will not have the leave deducted.

IV.6 Family Leave

A certified employee who is pregnant may work as long as permitted by the attending physician prior to delivery, and may return to work when released by the physician following delivery and recovery.

- A. Pregnancy leave may be charged to individual sick leave, but not to Sick Leave Bank without express authority and compliance with the rules and regulations of the Sick Leave Bank Policy as negotiated.
- B. In order to insure the employee receives all benefits provided by the Family Medical Leave Act (FMLA) the employee must notify the District Office in writing within thirty days of the estimated delivery date, and, at the same time, provide written notice of the desired length of leave. In all situations the District will abide by the requirements of the FMLA.
- C. The teacher, upon return, will be placed in a position for which she is qualified by certificate endorsement and will be placed on the appropriate step on the salary schedule with no loss of accrued benefits. If it is in the best interests of children, and other constraints don't prevent it, the returning teacher will be assigned to the building and grade level he/she left.
- D. An employee may convert their accumulated sick leave to family leave to be used for qualified FMLA leave when they are no longer on leave for medical reasons. FMLA leave runs concurrently with any sick leave or family leave.

Per FMLA, if both parents are employees of the District, and both qualify for FMLA leave, they would have a combined total of 12 weeks to be used between them, as they choose.

Family leave cannot be used on an intermittent basis. Family leave must be used following the birth or adoption of a child.

IV.7 Personal Leave

Certificated personnel will be granted two (2) days of paid personal leave each year. The leave may not be taken during the following times:

- A. The school day preceding or following the week of Thanksgiving, winter break or spring break, unless that day is a professional work day.
- B. The first student contact day of the school year or the last five student contact days of the school year.
- C. The professional workday at the beginning or end of the school year.
- D. The date of leave is subject to the approval of the principal, and the request for leave must be submitted to the principal at least one calendar week prior to the leave day. Any exceptions to this policy are subject to the approval of the Superintendent. A teacher who takes personal leave without meeting the above requirements will be docked one day at their contracted daily rate and could be subject to dismissal.
- E. In the event of an emergency school closure - if teachers are not required to report for work - teachers on personal leave will not have the leave deducted.
- F. The Board will pay teachers their daily rate for leave not taken. The maximum number of days eligible for the end of year buyout is two. A teacher may carryover three days of unused personal leave in lieu of receiving payment. Maximum annual accumulation is five days.

The carryover provision will be available for end of the 14-15 contract year.

IV.8. Sick Leave

Employees contracted for a complete school year will receive ten (10) days of sick leave. The number of sick leave days allotted for less than a complete year will be at the rate of one day for each month of service, or any portion thereof.

- A. Sick leave may be used for illness in the immediate family. Immediate family is defined as any relative living in the household of the employee and/or spouse, son, daughter, brother, sister, mother, father,

grandmother, or grandfather, whether residing in or out of the household of the employee. In the case of a spouse, the relationship is extended to both sides of the family.

- B. Except in an emergency, sick leave shall not be used for doctor or dental appointments unless the appointment is prearranged with and approved by the principal. The absence may be only for the duration of the appointment with a reasonable time allowed for travel.
- C. Unused sick leave may be accumulated by an employee without limit, subject to the rules and regulations, and applicable statutes of the Public Employees Retirement System of Idaho. At the beginning of each new employment year, an account stating the accumulation of unused sick leave days for each employee shall be completed by the district in accordance with Idaho Code 33-1216 as now in existence or hereafter amended.
- E. In the event of an emergency school closure - if teachers are not required to report for work - teachers on sick leave will not have the leave deducted. (This provision is effective on January 1, 2008).

IV.9 Sick Leave Bank

A. Purpose

The purpose of the Sick Leave Bank shall be to provide certificated employees who qualify by membership in the Bank with additional sick leave days needed to recover from personal illness or injury, so long as said personal illness or injury is not voluntarily incurred (elective surgery, and other similar voluntarily incurred illnesses or injuries) subject to determination of eligibility.

B. Administration

1. The Sick Leave Bank shall be administered by the Sick Leave Council in conformance with the regulations set forth in this agreement.
2. The Sick Leave Council shall be composed of two (2) administrators appointed by the Board and two (2) teachers appointed by the L.E.A. Members of the Sick Leave Council shall be members of the Sick Leave Bank, with the exception of an administrator appointed to represent the district office.
3. In the event of a tie vote by the Sick Leave Council, the Superintendent of Schools or his designee shall cast the deciding vote.

4. The Council shall annually review and/or revise the guidelines, rules, regulations, and reporting procedures necessary to implement the Sick Leave Bank.
5. The guidelines, rules, and regulations shall be subject to approval of the Board of Trustees and the Lakeland Education Association.

C. Eligibility

Certificated employees who have accumulated one (1) or more days of personal sick leave as defined in Idaho Code 33-1216 and 33-1217, and who have completed a minimum of one year in a position that qualifies for sick leave, shall be eligible for membership in the Sick Leave Bank. Certificated employees who have used the maximum number of days are not eligible for continued membership.

D. Membership

1. Employees who donate one (1) day of accumulated personal sick leave to the Sick Leave Bank shall be members of the Bank and eligible for its services.
2. In the event the Sick Leave Council assesses additional days to keep the Bank solvent, a member must donate the required additional day to continue his/her membership in the Bank.
3. When a member draws from the Sick Leave Bank, they will need to donate one (1) day back to the Bank the following school year to remain a member. In the event that the Sick Leave Council assesses additional days to keep the Bank solvent the same year, the member will be exempted from the additional assessment, having just donated a day to remain a member.

E. Enrollment

1. The enrollment period shall be from the first day of school through September 30 each year.
2. The employee must donate one (1) day of personal sick leave to the Bank during the enrollment period to become a member and, if necessary, one (1) day whenever assessed by the Sick Leave Council to continue membership. Assessment will be on an equal basis and will be determined by the Sick Leave Council.

- a. A 'day' is defined as the contractually defined time period the employee is contracted to work, i.e., .5, .83, etc. This "day" determines both the donation and withdrawal amounts.
 - b. Certificated employees whose "day" changes during the contract year shall be notified regarding any additional sick leave donations that may be required as a result of the change.
3. Forms authorizing the donation of the sick leave days must be signed and turned in to the District Office before the employee becomes a member of the Bank.
4. Days donated to the Sick Leave Bank shall be non-returnable to the donor as accumulated personal sick leave in the event of loss of Bank membership or separation or transfer from the district.

F. Maximum Capacity

The Sick Leave Bank shall accumulate unused Bank days from year-to-year to a maximum capacity, which shall not exceed double the number of eligible employees.

G. Maximum Withdrawal

1. The maximum number of days that shall be available for withdrawal for all eligible employees' use in any one year shall not exceed the Bank's maximum capacity.
2. Maximum withdrawal for any individual eligible employee shall not exceed an accumulated 85 days during the entire period they are employed by the District, starting with days withdrawn during the 07-08 contract year.

H. 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 leave has been used. The first two days of approved sick leave from the sick leave bank will be subject to a pay reduction equal to two days at the actual substitute daily rate.

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

2. The employee, or the designee when the employee is incapable, shall submit a written request on the appropriate form 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.
3. 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.
4. Each unrelated prolonged illness or injury will be subject to a pay reduction equal to two days at actual substitute daily rate before the same employee is eligible to draw on the Sick Leave Bank again in the same school year
5. 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.
6. 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.
7. Grants will normally be retroactive. However, the Sick Leave Council may grant days in advance when the need is supported by appropriate medical evidence.

Savings clause: If any provision or application of this agreement or the annual agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are contrary to law, at the request of either party, negotiation shall immediately commence and agreement shall be reached in order to alter said section(s) according to the intent of the parties.

Governing law: This agreement and any annual agreement shall be governed and construed according to the Constitution and laws of the State of Idaho.

Ratification:

President, Lakeland Education Association

Date of Ratification

Chairman, Board of Trustees

Date of Board Ratification