

NEGOTIATED AGREEMENT

Between

**THE BOARD OF TRUSTEES
LAKE PEND OREILLE SCHOOL DISTRICT #84**

And

**THE LAKE PEND OREILLE EDUCATION
ASSOCIATION**

2024-2025

**This document constitutes the negotiated agreement between the
Lake Pend Oreille School District #84 and the Lake Pend Oreille
Education Association, for the 2024-2025 school year.**

**Geraldine Lewis, Chair
Board of Trustees, Lake Pend
Oreille School District #84**

**Brian Smith, President
Lake Pend Oreille
Education Association**

Date

Date

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION AND DEFINITIONS.....	Page 4-5
<u>Terms of Employment</u>		
ARTICLE 2	TERM OF CONTRACT.....	Page 5-6
ARTICLE 3	TEACHER WORKDAY.....	Page 6-8
ARTICLE 4	SHARED TEACHING POSITION.....	Page 8-9
ARTICLE 5	ASSIGNMENTS, REASSIGNMENTS, TRANSFERS.....	Page 9-12
<u>Work Conditions</u>		
ARTICLE 6	CLASS SIZE.....	Page 13
ARTICLE 7	EMPLOYEE EVALUATION.....	Page 13
ARTICLE 8	STUDENT DISCIPLINE.....	Page 13
ARTICLE 9	SUBSTITUTES.....	Page 13-14
ARTICLE 10	CALENDAR COMMITTEE.....	Page 14
ARTICLE 11	GRIEVANCE PROCEDURE.....	Page 14-15
ARTICLE 12	PATRON COMPLAINT.....	Page 15
ARTICLE 13	SPECIALIZED HEALTH CARE SERVICES.....	Page 15
ARTICLE 14	SURVEILLANCE EQUIPMENT (SECURITY CAMERAS).....	Page 16
ARTICLE 15	REPRESENTATIVE/SUPPORT PERSON.....	Page 16
<u>Professional Development and Curriculum</u>		
ARTICLE 16	PROFESSIONAL DEVELOPMENT.....	Page 16
ARTICLE 17	CURRICULUM DEVELOPMENT.....	Page 16
ARTICLE 18	TEXTBOOK SELECTION.....	Page 16
<u>Association Rights</u>		
ARTICLE 19	ASSOCIATION COMMUNICATIONS.....	Page 17
ARTICLE 20	SCHOOL BOARD AGENDA.....	Page 17
ARTICLE 21	POLICY MANUAL.....	Page 17
ARTICLE 22	DISTRICT PAYROLL DEDUCTION OF DUES.....	Page 17
<u>Budget</u>		
ARTICLE 23	DISTRICT BUDGETING PROCESS.....	Page 17
ARTICLE 24	BUILDING BUDGET COMMITTEE.....	Page 17-18
ARTICLE 25	UNANTICIPATED REVENUES/EXPENDITURES.....	Page 18
<u>Leaves</u>		
ARTICLE 26	FAMILY MEDICAL LEAVE.....	Page 18
ARTICLE 27	MATERNITY/PATERNITY LEAVE.....	Page 18
ARTICLE 28	SICK LEAVE.....	Page 19
ARTICLE 29	SICK LEAVE BANK.....	Page 20-21
ARTICLE 30	GRANT WRITING.....	Page 21
ARTICLE 31	PERSONAL LEAVE.....	Page 21
ARTICLE 32	BEREAVEMENT LEAVE.....	Page 21
ARTICLE 33	ASSAULT LEAVE.....	Page 21-22
ARTICLE 34	LEAVE OF ABSENCE.....	Page 22
ARTICLE 35	ASSOCIATION LEAVE.....	Page 23
ARTICLE 36	PROFESSIONAL LEAVE.....	Page 24
ARTICLE 37	LEAVE WITHOUT PAY.....	Page 24
<u>Salary and Benefits</u>		
ARTICLE 38	MILEAGE.....	Page 24
ARTICLE 39	CREDIT REIMBURSEMENT.....	Page 24-25
ARTICLE 40	FRINGE BENEFITS.....	Page 25
ARTICLE 41	EXTRA DUTY PAY AND CONTRACTUAL PAY.....	Page 26-27
ARTICLE 42	EXTRACURRICULAR/CO-CURRICULAR/LEADERSHIP PAY.....	Page 27-28
ARTICLE 43	SALARY SCHEDULE.....	Page 28-30
<u>Savings, Duration, Memorandum of Understanding, and New Hire Chart</u>		
ARTICLE 44	SEVERABILITY CLAUSE.....	Page 30
ARTICLE 45	DURATION.....	Page 31
ARTICLE 46	MEMORANDUM OF UNDERSTANDING.....	Page 31
ARTICLE 47	NEW HIRE CONVERSION CHART.....	Page 31
ARTICLE 48	ADVANCE NOTICE OF RETIREMENT INCENTIVE.....	Page 31
<u>Appendix</u>		
A. SALARY SCHEDULE.....		Page 32
B. EXTRACURRICULAR PAY SCHEDULE.....		Page 33

ARTICLE 1

RECOGNITION AND DEFINITIONS

The Lake Pend Oreille School District No. 84 (hereinafter known as the District) recognizes the Lake Pend Oreille Education Association (hereinafter known as the LPOEA) as the exclusive bargaining agent for the purpose of LPOEA negotiations.

The bargaining unit represented by the LPOEA shall be composed of all regularly employed full-time and part-time certificated employees except for District and school level administrators.

DEFINITIONS:

ASSOCIATION: Shall mean the local education organization as defined by Idaho Code 33-1272 (2).

BOARD: refers to the Board of Trustees of the Lake Pend Oreille School District #84 in the County of Bonner, State of Idaho.

BUILDING: Refers to facilities operated and maintained by the District.

CALENDAR: Refers to the school calendar as adopted by the Board.

CERTIFIED PREPARATION DAY: A calendar non-student workday directed by the employee for such things as grading, report cards, collaboration, and preparation. Mandatory meetings shall not be held during these days. On the four certified preparation days associated with the end of each grading period, after reporting to the building and confirming with the Administrator, employees may leave when grades are complete.

CLASS: Refers to an individual teacher's students, in a classroom, at any given time.

CONTRACTS:

1. **STANDARD TEACHING:** Refers to the State mandated contract between the individual and the Board.
2. **EXTRACURRICULAR / SUPPLEMENTAL DUTIES:** A separate and distinct addendum for extracurricular as listed in the employee contract.

CONTRACTS—CATEGORY 1:

An employee shall be placed on a category 1 contract if their contract is for less than 190 days. The Superintendent or their designee may waive this requirement.

DAY: This refers to workdays (Monday through Friday), excluding holidays.

1. **WORKDAY:** Total on-site work hours.
2. **MINIMUM DAY:** Minimum of four (4) hours of instruction.

DISTRICT: District as used in this Negotiated Agreement refers to the Lake Pend Oreille School District #84.

EMPLOYEE: The term "employee" as used in this Negotiated Agreement refers to an employee holding a valid Idaho Certificate who is employed by Lake Pend Oreille School District #84 in a position requiring such a certificate, except for District and school level administrators.

FRINGE BENEFITS: Any supplemental benefits, in addition to fixed salary, provided to or on behalf of an individual professional employee of Lake Pend Oreille School District No. 84.

IMMEDIATE FAMILY: Includes a husband, wife, father, mother, son, daughter, parent-in-law, grandparent, grandchild, brother, sister, guardian or ward. This includes any relative or companion residing in the same household.

IN-BUILDING: For an individual to be eligible for an in-building opening they must be:

1. An employee currently working in a certified position within that building, employed under a contract other than a category 1.
OR
2. An individual already hired for a certified position within that building, to be employed under a contract other than a category 1.
OR
3. A district-wide certified specialist currently working in the same field as the opening, employed under a contract other than a category 1.

IN-DISTRICT: An employee who is working for the district in a position other than a substitute at the time an opening is posted (including category 1 teachers). Substitutes that are designated as long-term as a result of 20 days or more within the same position shall also be labeled as in-district.

LPOEA: Lake Pend Oreille Education Association

TRANSFER ELIGIBILITY: In order to be eligible to utilize the voluntary or involuntary transfer language, a certified employee must be employed under a contract other than a category 1.

ARTICLE 2

TERM OF CONTRACT

The term of the contract for employees covered by this Agreement shall be one hundred ninety (190) days and shall include the following:

- **168** Student Days (1 day is a student-led conference day K-8)
- **1** district led professional development day before the student school year begins
- **3** additional days prior to when the student school year begins (2 certified preparation days and 1 day determined by the building administration)
- **2** district-led professional development days in October
- **1** certified preparation day at the end of the first quarter
- **1** Parent-Teacher conference day which is comprised of 2 nights of conferences (at the elementary level, a teacher may choose to spread the conferences throughout the week and the Wednesday and Thursday prior)
- **1** certified preparation day at the end of the second quarter
- **3** Flex Days
- **1** certified preparation day at the end of the third quarter
- **1** certified preparation day at the end of the student school year
- **8** holidays

During the first week of the contract, two days shall be designated as the certified preparation days. Certified staff that are new to the district shall participate in training on the first certified preparation day and shall be compensated at the curriculum rate for the hours spent in the training in addition to their regular pay. This will guarantee that the new certified staff will be compensated for the time they must spend outside of their work calendar in lieu of the time missed during their certified preparation day.

Elementary teachers may hold conferences throughout the week of parent-teacher conferences, as well as the Wednesday and Thursday of the week prior. However, all conferences shall end one hour after the regular end of the day for each respective building with the exception of the one night set aside specifically for evening conferences. Every elementary teacher shall offer one full night of conference times.

Any elementary teacher who conducts more than thirty (30) conferences during parent-teacher conferences, shall be entitled to additional compensation. The affected employee shall be compensated at their normal hourly rate for the total amount of time necessary to hold conferences above thirty (30).

Any extension of the annual term of the contract shall be paid at the rate of one/one hundred ninetieth (1/190th) of the regular salary of the employee.

Holidays / Commemorative Days

School holidays shall include Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Presidents' Day, and Memorial Day.

Early Release Days

Every Friday that school is in session shall be an early release day that releases 60 minutes earlier than the normal dismissal time. In addition, the Wednesday and Thursday of parent-teacher conferences shall follow an early release schedule.

On the early release days associated with parent-teacher conferences (Wednesday and Thursday of that week), secondary teachers may leave the building for up to one hour between the time when students are dismissed and conferences begin.

On early release days associated with parent-teacher conferences, elementary teachers must be present for the full regular contract day on the 1st and 2nd early release days (Wednesday and Thursday).

On the Friday of parent-teacher conference week, staff may leave as early as 30 minutes after the student dismissal time as long as all of their conferences have been completed.

On the day before winter break, staff may leave 30 minutes after students are dismissed.

Flex Days

Days built into the calendar to account for the work employees already performed throughout the school year, as well as the loss of common prep time, elimination of minimum days, and the expansion of PLC/PD time.

ARTICLE 3 **TEACHER WORKDAY**

- A. Teachers are required to be in the building or at the job site a minimum of one-half (1/2) hour before classes begin and a minimum of one-half (1/2) hour after the normal student dismissal ending the instructional day in that building.

The purpose of before school time is primarily for teachers to prepare for the day. In order to provide teachers adequate time to prepare, elementary students shall not be in the classroom during this time. At the middle school level, teachers are not required to open their room during the first half of the before school time. At the high school level, classrooms shall remain open during this entire period of time. However, if necessary, any teacher may lock their door if they are unable to be in their room in order to fulfill other work duties. Exceptions to this may be made by the immediate supervisor with the consensus of at least a majority (50% + 1) of the total number of certified employees (that the change shall directly affect, as agreed to by the superintendent, LPOEA President, and appropriate administrator) in the building as defined in this Negotiated Agreement. The superintendent shall conduct the vote with access to the results granted to the LPOEA President and the appropriate administrator.

The purpose of after school time is primarily for teachers to meet with students and prepare for the next school day with the exceptions as outlined in section B below. IEP meetings and other similar meetings may be scheduled during before and after school time when necessary. The length of the regular workday from start to finish shall be 7 hours and 45 minutes. The length of a given workday may be shortened by the immediate supervisor on an individual or school-wide basis, provided however, that such shortening does not violate any state rules and regulations, or laws of the State of Idaho regarding the length of the instructional day.

- B. When a required teaching/contracted assignment, other than extracurricular assignments, obligates an employee to extend his/her contract day beyond that in A (above), said employee shall be compensated at his/her regular rate of pay. One open house does not fall under this definition. An additional exception to this rule shall be the two (2) parent conference days at the end of the first quarter, for which employees shall be compensated with a non-workday. When necessary, substitutes

shall be provided for teachers to attend IEP meetings during the instructional day when they can't be scheduled during the contract day.

All required meetings (excluding the two (2) parent conference days identified above) shall be scheduled during the employee's regular workday. Regularly scheduled staff meetings / professional learning community activities shall be held on early release Fridays. If necessary, at the secondary level up to one additional staff meeting may be called per week to be decided through a collaborative process at the building level in buildings that have more than 30 minutes of after school time. Special staff meetings may be called by the building administrator if the issue cannot wait until the next regularly scheduled meeting or if the principal would like to provide more PLC time to the staff on a Friday. Such additional meetings shall not exceed once per week unless there is an emergency. Staffing meetings that are held on a day other than Friday must still preserve an elementary teacher's 20 minutes of common prep. Staff / IEP meetings shall fit within the 30 minutes before or after school time. However, if a staff / IEP meeting exceeds the preset length of time by design or by accident, compensatory time shall be scheduled within that week or the next workweek or at a later time if preferred. If by design, staff must be notified well in advance, so that they can plan for regular weekly alterations to their schedule.

Significant alterations to the overall schedule of a building shall require a majority (50% + 1) vote of the total number of certified employees in the building as defined in this Negotiated Agreement. The superintendent shall conduct the vote with access to the results granted to the LPOEA President and the appropriate administrator. If staffing levels drop to a point that makes it impossible to maintain the current schedule, options shall be developed utilizing a collaborative process that includes members of the Association. The building administrator shall present those options for a vote of the certified employees in the building as defined in this Negotiated Agreement.

- C. Each employee shall be provided a daily duty-free lunch period of at least thirty (30) continuous minutes within the instructional day. In order to ensure a duty-free lunch, lunch periods (including passing time) shall be at a minimum of 35 minutes long. Employees are not to be assigned extra duty during this duty-free lunch period.
- D. A committee of administration and teachers at each building level shall set the schedule to allow time for classroom preparation and a rotation schedule if desired or deemed necessary. Individual teachers or groups of teachers may elect to adjust their preparation period schedules as long as it does not adversely affect other teachers.

Teachers shall not be required to take on extra duties during their preparation time such as monitoring another teacher's classroom. Those agreeing to do so shall, upon pre-approval of the site administrator, have the choice of being compensated at their regular rate of pay, or being compensated with additional preparation time commensurate with time spent.

All elementary teachers shall be provided with a minimum of one (1) uninterrupted thirty (30) minute preparation period during the instructional day plus an additional one hundred and fifty-five (155) minutes for a minimum of 305 minutes a week. A minimum of 225 minutes shall be during the instructional day. Elementary specialists shall avoid pushing into the teacher's classroom whenever possible. An administrator shall also schedule preps in a way to avoid using the teacher's classroom to conduct the prep whenever possible. An additional 80 minutes shall come from a common prep time after school each day. Meetings shall not be scheduled during the week of Parent-Teacher conferences at both the secondary and elementary levels.

All secondary teachers shall be provided with one continuous class period of preparation time per day during the instructional day.

Part-time employees shall receive a pro-rated prep based on the number of hours they teach in relation to the number of hours full-time employees teach within that building.

- E. When there is a decrease in classrooms at the elementary level, ancillary staff time will be redistributed. Individual schools will need to plan the use of additional specialist's time. Examples might include: small group instruction, individual preps, school duties, and additional transition time for teachers. Final decisions of the most effective and efficient use shall be determined by the individual sites. All teachers and specialists should have equal duty and prep time while allowing for travel time for the specialist. A committee of teachers, ancillary staff and administration shall meet to determine the best use of a specialist's time at each site. If consensus cannot be met the recommendations will be heard by LPOEA, LPOSD Administration, and building administrator.
- F. Teachers shall not be required to come to school during days in which the administration and/or Board has determined that the school(s) is/are to be closed due to inclement weather, road conditions, and/or emergency situations at the particular school(s). If the Board chooses to make up these closure days at a later time, teachers are required to perform their duties as part of the regular 190-day contract.

ARTICLE 4

SHARED TEACHING POSITION

A. Definition

A shared teaching position shall be a previously established position (not to exceed 1.0 FTE) which may be filled by not more than two employees certified to hold the position. At the secondary level, multiple subject areas should not be combined in order to create a shared position.

A shared position is one where both individuals work the full year with less than full time hours but not more than 1.0 FTE between the two individuals sharing the position.

A shared position is established at the request of the employee and with the approval of the building administrator and the Superintendent or designee. This request shall be submitted by March 20th of the preceding school year.

B. Salary

Placement on the District's Salary Schedule shall be determined for each employee based upon his/her approved experience and training. For the shared teaching position, each employee shall receive a prorated salary based on their placement on the Salary Schedule and the percent of time worked.

C. Benefits

The School District's contribution for benefits for a shared position shall not exceed the District's contribution had it been filled by a single employee. If the shared position is split between two employees equally, (.5 FTE and .5 FTE) then the benefits (except life insurance) will also be divided equally between the two employees. However, the employees may agree to a different distribution of the benefits upon approval of Human Resources. If one employee has an FTE status that is greater than the other employee, the employee with the greater FTE shall maintain all the benefits.

D. Number of Shared Teaching Positions

The number of shared teaching positions shall be determined on an individual basis by the building administrator and the Superintendent or designee.

E. Employee Responsibilities

Employee responsibilities shall be divided between the persons involved in the shared position, in proportion to their paid assignment.

F. Renewal Process

Each shared position shall be dissolved at the end of the school year. An employee may request to continue the shared position. With the approval of the building administrator and the Superintendent or designee, the position may be extended for another school year. This process shall continue until either the employee no longer requests the continuation of the shared position or the building administrator and Superintendent no longer approve the shared position. When a shared position is dissolved, the employee who made the original request shall return to full-time status.

ARTICLE 5
Assignments, Reassignments, Transfers

When a certified vacancy exists for the following school year, this article shall be followed in its entirety prior to posting an opening. One exception exists: A job may be posted prior to completing the Certificated Involuntary Transfer Between Building process (Section F) if no one on the involuntary transfer list is qualified for the position.

Openings that occur during the school year for which the position is needed shall only be required to follow the Certificated In-Building process (Section A).

A. CERTIFICATED IN-BUILDING TRANSFERS:

1. Principal shall notify in-building certified staff of any in-building opening via email by advertising for three school days. A certified staff member on a leave of absence shall leave appropriate contact information if they wish to be notified of any in-building openings.
2. An employee currently in a certified position, who meets requirements (See In-Building Definition in Article I), will respond to the principal in writing within three school days, if interested in the opening.
3. Certified staff who wish to be notified of in-building openings during the summer shall indicate that interest on their sign-out sheet at the conclusion of the school year. Appropriate contact information must be included. As soon as the principal has contacted every staff member that requested that notification, the principal may make a decision as to whether to move forward with posting the position.
4. If a vacancy occurs during the fiscal year in which the position needs to be filled, the district-wide posting of the position may begin concurrently with the in-building posting as long as employees have the full three days to demonstrate their interest prior to the position closing or if the principal has had confirmation from every qualified employee that they have no interest in the position.
5. An employee who is less than 1.0 FTE is only eligible to expand their FTE through an in-building transfer if one of the following conditions is met:
 - a. No staff member is on the involuntary transfer list
 - b. No staff member on the involuntary transfer list is qualified for the position
 - c. No staff member on the involuntary transfer list will be placed in the position because it is not needed to offer all staff members on the involuntary transfer list at least two positions for which they are qualified
 - d. The staff member would otherwise lose a position within the building and there are enough positions in the district to cover all similarly qualified full-time involuntary transfers

6. Principal determines which staff member, if any, will fill the school opening after discussion with interested staff. If more than one in-building employee who wishes to expand their FTE is interested, formal interviews may be conducted.
7. If movement creates a new opening, the above process will be repeated.

B. CERTIFICATED INVOLUNTARY TRANSFERS WITHIN A BUILDING

When changes result from administrative decisions that require a change in teaching discipline or grade level, within a building, the following steps shall be followed:

1. Principals will explain the need for the transfer and ask in writing for volunteers. Principals may also call building meetings that include potentially affected staff in order to propose resolutions.
2. If the number of employee volunteers exceeds the number necessary, the principal will make the selection and provide a rationale to those teachers who are not selected.
3. If the number of employee volunteers is not adequate, the principal shall select an employee under the following conditions.
 - a. The person who is selected must have the appropriate qualifications to take the new position.
 - b. The process shall be done in a manner that maximizes school improvement goals. Every effort shall be made to minimize the amount of transitions for staff.
 - c. Factors such as student achievement and growth based on multiple measures, years of experience within the grade level or discipline, total number of years teaching, and areas of specialization shall be considered when making a selection.
4. The principal shall notify the employee and provide a written rationale once the decision is made.

C. CERTIFICATED VOLUNTARY TRANSFERS BETWEEN BUILDINGS

1. After all transfers within a building have been completed, the Superintendent, a principal, or a director may seek out a voluntary transfer prior to posting a position. On request, Human Resources shall send out an email notification to all qualified certified employees. Those that are interested shall have three days to respond to the request. If a vacancy occurs during the certified contract year in which the position needs to be filled, this period may be shortened to close at the end of the next business day after the request has been sent. The names shall be forwarded to the Superintendent. A voluntary transfer may be approved as long as one of the following is true:
 - a. The voluntary transfer leaves a position open. The open position shall be of the same FTE or greater as the position filled and shall require the same endorsement / certification.
 - b. The voluntary transfer creates an additional opening necessary to cover an employee on the involuntary transfer list.
 - c. The voluntary transfer leaves enough open positions throughout the district to cover all involuntary transfers.
2. An employee on the involuntarily transfer list shall not be added to the reduction in force list as a result of the implementation of this article.
3. The Superintendent, after consulting with the affected administrators, may approve a requested transfer. Employee(s) must confirm a continued interest. If a transfer is not approved, the employee shall retain their current position. Such employees are eligible to apply for openings when positions are posted.

D. CERTIFICATED VOLUNTARY EXCHANGE BETWEEN BUILDINGS

Two employees may submit a request to exchange positions within the district. Such a request must be submitted by March 20th. The Superintendent, after consulting with the affected administrators, may switch the teaching assignments of the employees. Employees must confirm a continued interest.

E. CERTIFICATED VOLUNTARY EXCHANGE WITHIN A BUILDING

Two employees may submit a request to exchange positions within a building. Such a request shall be made prior to the beginning of the school year. The building administrator may switch the teaching assignments of the employees upon such a request.

F. CERTIFICATED TRANSFER RESULTING FROM A MOVED PROGRAM

When a program is being moved from one building to another as a result of an administrative decision, the certified employee working within that program will have the following options:

1. They may voluntarily transfer with the program without need to reapply.

OR

2. The Certified Involuntary Transfer Between Buildings language shall be utilized.

G. CERTIFICATED INVOLUNTARY TRANSFERS BETWEEN BUILDINGS

1. If there will be fewer positions remaining in a building for the following year than the returning certified staff after all retirements, resignations, and leaves of absence have been accounted for, then this portion of the Assignments, Reassignments, Transfers language shall be used. If significant declining enrollment at the opening of a school year results in less positions within a building than anticipated, the following language shall also be used, as long as there are enough spots to cover all affected employees.
2. This procedure will be implemented building by building. The Superintendent or designee shall decide all transfers using the steps outlined in this portion of the language.
 - a. At the secondary level, the individual that is transferred shall come from the endorsement/certification area that needs to be reduced (unless the individual considered within that area can be moved to another vacancy within their building for which he/she is qualified). Elementary positions that require specialized endorsements/certification shall be treated in the same manner as at the secondary level. However, elementary teachers in positions that only require standard K-8 certification are considered to have equal standing for the purposes of this policy.
 - b. The person with the least seniority shall be transferred. If seniority is equal, the following items shall serve as tiebreakers: additional specialized training, additional endorsements, assignments that strengthen the school as a whole, experience in the assigned grade level or subject area, and performance in the assigned grade level or subject area. The Superintendent or designee shall determine the weight of each of these items when making his or her decision.
 - c. If approved by the Superintendent or designee, an employee may volunteer to take the place of an involuntary transfer. This shall only be done if the district has positions available and the Superintendent or designee places the volunteer in one of the requested positions.

3. The Superintendent or designee shall communicate to the affected employee specifically how the above criteria were utilized.
4. Once all buildings have completed their internal movement and placed individuals on the involuntary transfer list, the Superintendent or designee shall select from the list in order to fill vacancies within the district. An individual must be qualified in order to fill a position.
5. If more than one building would like to select the same individual from the list, each position shall be offered to that employee. The employee shall then select which position they would like to fill.
6. If there are more than enough positions for those on the involuntary transfer list, a certified employee shall be offered at least two positions. The Superintendent or designee will determine the order in which employees are offered positions. If an employee is unwilling to accept both of the positions offered, they shall be placed on the reduction in force list. If an additional position becomes available prior to July 1st, an employee who has turned down positions shall be reconsidered for placement.
7. If there are not enough positions for the number of employees on the involuntary transfer list, a certified employee shall only be placed on the reduction in force list when there are no longer any open positions within the district for which they are qualified and after they have been compared to certified employees throughout the district utilizing the reduction in force language (see Board Policy 5740). Classroom performance shall be taken into account during the reduction in force process. Once the process outlined in reduction in force language has been completed, the official reduction in force list shall be sent to the Board for their approval.
8. Individuals placed on the reduction in force list shall stay on the involuntary transfer list until the effective date of the reduction in force (July 1st). If an opening occurs prior to the effective date, employees shall be placed in accordance with the involuntary transfer language.

Definitions:

For the purposes of this article, the term "qualified" or "qualifications" means having the appropriate certification/endorsement to fill a position.

Employees shall be considered to have equal "classroom performance" if they are classified in the same overall performance category as indicated by the Charlotte Danielson evaluation rubric. The Superintendent or designee, working in conjunction with the LPOEA, shall utilize the Danielson framework to develop a system that will delineate between classroom performances and place them into distinct categories. In order to establish a trend of performance, the evaluations must show a consistent pattern over at least two of the past three years, unless fewer than three years are available.

The word "seniority" shall be defined as the number of years of continuous employment in a position requiring an Idaho certificate within the Lake Pend Oreille School District, based upon the first day of employment as defined by the District calendar. A person whose first day of work is on or prior to the last Friday in September in a given year shall be considered to have equal seniority to all other employees whose start date falls within those same parameters. A person whose start date falls after the last Friday in September in a given year shall be considered to have less continuous seniority. An approved leave of absence does not interrupt the continuity of employment, but is not counted as employment time for seniority purposes: i.e. 5 years of continuous employment in the Lake Pend Oreille School District followed by an approved one (1) year leave of absence and then three (3) continuous years of employment within the district gives the person eight (8) years of seniority within the school district.

An updated continuous seniority list will be posted on the district website each year by no later than November 15th.

ARTICLE 6 **CLASS SIZE**

The LPOEA and LPOSD recognize that reasonable class size is essential. Therefore, we agree to the following guidelines:

K-1	20 per class
2-3	23 per class
4-6	26 per class
7-12	145 case load

In the event that the above class size numbers are exceeded employees are encouraged to notify their administrator of any concerns. Special Education teachers whose caseloads are comparatively high are encouraged to do the same. Building level meetings may be called in order to make recommendations on how to best address any issues.

A district-wide committee of administrators and the LPOEA President may meet on Friday at the end of the first week of school in order to address any building or district-wide concerns. If this group does not meet, the LPOEA President or Designee shall be included in a discussion about the various options being considered and have the opportunity to provide input.

Methods to be considered by the district may include, but not be limited to, the employment of additional teachers, paraprofessionals, or classroom aides, changes in scheduling, team teaching, or transferring students between other District buildings or classrooms.

Once the final decisions have been made, an explanation of those decisions shall be sent out to all affected employees.

ARTICLE 7

EMPLOYEE EVALUATION

The membership of District committees established to develop and implement criteria and procedures for employee evaluation shall include members of the Association.

ARTICLE 8

STUDENT DISCIPLINE

An employee may exclude a student from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the employee shall furnish the site administrator, as promptly as teaching obligations allow, full particulars of the incident in writing. The site administrator shall not return the student to the classroom until after consultation with the employee, as determined by the school's disciplinary procedures.

ARTICLE 9

SUBSTITUTES

- A. The District shall give first priority to the employment of certificated substitutes (with certificates both current and expired), as well as those substitutes selected by the individual teacher from the preferred substitute list, and will attempt to employ substitutes who have experience in the area for which substitution is required.
- B. When a teaching position has been occupied for twenty (20) consecutive workdays by a substitute, the position will then be considered long term.

When a teaching position has been occupied by a substitute whose level of work goes beyond the duties of a normal substitute (i.e. inputting grades, lesson planning, test making, parent contacts, essay grading, attending faculty meetings, etc.), the principal may submit a request to the Superintendent to have that individual classified as a long term substitute.

When a substitute has been classified as long term, he/she will be paid at the rate of 67% of one/one hundred ninetieth (1/190) of the current base salary. Reimbursement will be retroactive to the first day of continuous service. If a long term substitute is asked to fill in a position whose service is projected to

exceed 70 work days, they shall be paid a rate of 67% of one/one hundred ninetieth (1/190) of the current based salary until they exceed the 70 work days at which time they shall reimbursed retroactive to the first day of continuous employment at a rate of 100% of one/one hundred ninetieth (1/190) of the current base salary. The superintendent may choose to immediately pay a long term substitute the higher rate.

Though they will not be paid for those days, sick days do not count against a substitute's long-term status. However, a substitute whose position exceeds 70 work days will be granted up to five paid sick days. Such sick days shall not be carried over and cannot be cashed out at the end of the year.

- C. The District will not change substitutes for the purpose of avoiding long-term substitute status.
- D. Retired teachers from our district shall receive \$130 a day. Substitutes with a current or expired teaching certificate will receive \$120 a day. All other substitutes shall receive \$110 a day.

ARTICLE 10

CALENDAR COMMITTEE

At the request of the LPOEA and/or the LPOSD, a Calendar Committee shall be formed to assist the School Board in creating a school calendar. This Committee shall begin meeting in October of each year that such a request is made, and shall consist of the following:

- Up to 3 members as appointed by LPOEA
- Up to 3 members as appointed by the Superintendent or Designee

The recommendation of the committee shall be presented to the Board at a regularly scheduled meeting no later than February. If a problem is found with the calendar option presented to the Board, the full committee shall have the opportunity to rework it. If there is no request to form a committee, a calendar shall be presented based upon the same criteria that were used to establish the previous calendar. Such a calendar shall be provided to the LPOEA President for review prior to being submitted to the Board. The option that is presented shall be for the calendar that is two years ahead.

ARTICLE 11

GRIEVANCE PROCEDURE

Purpose: Lake Pend Oreille School District No. 84 is a large and diverse school system. We expect misunderstandings and misinterpretations to arise from time to time. We believe that each employee needs to have a means to have his/her concerns and feelings heard within the organization. Our success depends upon each employee performing his/her duties and responsibilities in such a manner as to exceed minimum requirements for the position.

The administrative staff welcomes and encourages each employee to discuss his/her concerns and needs with the administration. Frequent discussion and interaction between employees, supervisors and administrative staff can do much to prevent major conflicts and disagreements from occurring. An employee pursuing a grievance shall be able to do so without fear of reprisal.

When an employee has a conflict or disagreement about the interpretation or application of Board Policy/Procedure, the Negotiated Agreement, or other matters of concern, they should utilize the steps outlined in this article. At any time during this process the employee/s may invite a third party.

Informal Process

1. If the issue is at the building level, the employee should request a meeting with his/her immediate supervisor in order to discuss the issue and determine solutions.
2. If the matter is not resolved at that meeting or if the concern is not within the building or with a supervisor, the employee should contact the Superintendent and/or LPOEA President for assistance with the issue. An employee may also seek out the immediate help of the

Superintendent and the LPOEA President for other reasons. However, the Superintendent may redirect the employee to Step 1 if the step hasn't been completed and the Superintendent believes it is warranted. Human Resources may be involved at this stage in order to investigate the situation and potentially recommend additional solutions. If the matter is not resolved for the employee at this level, the employee may file a formal grievance.

Grievance

Level I A formal appeal will be made directly to the Superintendent. The Superintendent or the grievant may call for a meeting/s to be attended by all employees and/or supervisors involved. The Superintendent shall render a decision in writing within ten (10) days. A copy of this decision shall be forwarded to each employee and supervisor involved in the conflict. The employee/s may appeal back to the Superintendent requesting specific modifications to the written decision.

Level II If the problem has not been resolved at level I, or if the employee is not satisfied with the decision rendered, the employee may request a review of the grievance by a hearing panel within ten (10) workdays of receipt of the written decision at Level I. Such request shall be submitted in writing to the Board of Trustees, who shall have fifteen (15) work days to convene a panel consisting of five (5) persons: two (2) designated by the Lake Pend Oreille Education Association and two (2) designated by the Board of Trustees and one (1) agreed upon by the four (4) appointed members of the panel, for the purpose of reviewing the grievance. Within five (5) workdays, the panel shall establish a hearing date. At the hearing, all evidence either party wishes to present shall be heard. Said hearing date may be continued by the panel if the employee requests a continuance in writing prior to the said hearing date. The panel shall submit its recommendation in writing within ten (10) workdays following completion of the review of the grievance to the employee, his/her advocate, the Superintendent, and the Board of Trustees. The panel may extend the time of the grievance review decision up to fifteen (15) additional workdays if the parties are notified in writing. The Board shall render a final decision in writing within ten (10) workdays after receiving the panel's recommendation. The grievant may also submit written materials for final Board review.

Timelines: The timelines of this grievance process as established in this policy may be waived or modified by mutual agreement.

ARTICLE 12

PATRON COMPLAINT

Unless precluded by law, School Board members or administrators receiving complaints by a patron toward an employee shall direct said complainant to meet with the employee. Action affecting an employee by the administration or Board shall be deferred until a scheduled patron-complainant meeting has been attempted. The employee may request the presence of a member of the administrative staff or representative of his/her choosing or both at any such conference. For additional steps in the patron complaint process please reference Board Policy 4110 Patron/Student Complaints.

ARTICLE 13

SPECIALIZED HEALTH CARE SERVICES

The Association supports and encourages appropriate inclusion. Full inclusion exists when student(s) with disability(ies) attend age-appropriate regular education class(es), in their home school, for the same number of instructional minutes as their peers, with appropriate support and funding. Specialized health care (that includes catheterization, gavage feeding, suctioning or other services that require medically related training) should be provided by qualified designated personnel trained in the administration of specialized physical health care. Certificated instructional staff shall not be required to perform these services unless they have agreed to such services.

ARTICLE 14

SURVEILLANCE EQUIPMENT (SECURITY CAMERAS)

The purpose of surveillance equipment, such as cameras, is for the safety and security of our students and our staff. If it is determined that a camera must be placed in a classroom, it shall only be placed in classrooms that are commonly used for public events. Live footage shall not be used as an evaluation tool during an employee's instruction. Recorded footage shall also not be used as an evaluation tool unless directly related to an incident that needs to be reviewed. Live footage shall not be publicly available, nor shall it be constantly viewable. Recorded footage shall only be accessed when there is a circumstance that warrants a need to review a specific incident. Only the administration, appropriate security personnel, and the employee whose classroom is being recorded shall have access to the recorded footage. Office personnel may also have access to the live footage.

ARTICLE 15

REPRESENTATIVE/SUPPORT PERSON

If an employee is called to a meeting that has the potential to have disciplinary consequences, including termination, and/or is investigative in nature, the employee may bring a representative or support person of their choosing to attend the meeting; however, the employee's inability to locate or identify such person under the time constraints provided will not prevent a meeting from occurring. The District is not obligated to inform the employee of their opportunity to bring a representative or support person to disciplinary meetings.

ARTICLE 16

PROFESSIONAL DEVELOPMENT

- A. **PROFESSIONAL DEVELOPMENT COMMITTEES**
The membership of District committees established to develop and implement professional development shall include members of the Association.
- B. **DISTRICT MANDATED COURSES**
Courses mandated by the School District will be provided at no cost to the teacher. Instructors for these courses, who are District employees, will be paid by the School District on a per semester credit basis.
- C. **INSERVICE**
The teachers have the option to attend any out-of-district inservices offered during the statewide inservice days. Attendance of such out-of-district inservices shall be at the cost of the employee unless expenses are approved utilizing the process outlined in Article 35 Professional Leave.
- D. Verification of Completion of Equivalent In-Service (B-7) forms shall be provided at every district professional development that qualifies.

ARTICLE 17

CURRICULUM DEVELOPMENT

The membership of District committees established to develop and implement curriculum shall include members of the Association.

ARTICLE 18

TEXTBOOK SELECTION

The membership of District committees established to select textbooks for use in the District shall include members of the Association.

ARTICLE 19

ASSOCIATION COMMUNICATIONS

The Association shall have the rights to use the internal school e-mail, intra-district mail, phones, and faculty boxes to communicate with members of the bargaining unit about Association business, as well as the right to use school facilities to conduct Association meetings.

ARTICLE 20

SCHOOL BOARD AGENDA

Prior to a Board meeting, each school and the LPOEA President will be provided the following electronically:

1. School Board Agenda.
2. School Board Minutes that are attached to item (1).
3. Treasurer's Report

ARTICLE 21

POLICY MANUAL

The LPOEA President will be provided a copy of the District's policy manual. A copy of the School District policy manual will be available to the Association representative in each school. Copies of proposed changes in the policy manual that affect the working conditions of certified employees will be presented to the Association for input prior to final Board action.

Copies of all proposed policy changes will be forwarded to the President of the LPOEA or designee prior to the first reading by the Board of Trustees. The Association is encouraged to provide input to the Superintendent prior to the first reading and/or at the open meeting.

ARTICLE 22

DISTRICT PAYROLL DEDUCTION OF DUES

- A. The payroll department will provide a master list of current members to the Association, upon request, to be updated by the Association and returned to payroll no later than September 15. The list will be alphabetical, with total dues per month shown to be deducted for each member. Written authorization to deduct dues shall be attached from each member as per Idaho Code 45-609.
- B. The Association will provide the payroll department a list of names and total prorated deductions of new employees, as soon as Association chairman receives the information from new members.
- C. If the payroll department receives notification from an employee that Association dues will no longer be paid through payroll deductions, the payroll department shall give written notification to the LPOEA President within two (2) weeks.
- D. Any member desiring to cancel membership in the Association shall submit their request to cancel payroll deductions to the Association, in writing, by September 10. This information shall be forwarded to payroll no later than September 15.
- E. Requests for membership refunds must be in writing to the LPOEA President.

ARTICLE 23

DISTRICT BUDGETING PROCESS

LPOEA will actively participate in an inclusive budget process that will include the LPOEA President/Designee. Elementary and secondary representation shall be included whenever called for by either the association and/or the district. It is agreed that the intent of the Collaborative Budget Process is to create universal ownership and support for decisions made.

ARTICLE 24
BUILDING BUDGET COMMITTEE

A committee will be set up at the building level upon request of either teachers or principal to discuss that building's budget categories. This committee will be advisory in nature, with the final decision on expenditures resting with the principal.

ARTICLE 25
UNANTICIPATED REVENUES/EXPENDITURES

It is agreed between Lake Pend Oreille Education Association and Lake Pend Oreille School District to meet prior to an amended budget to discuss unanticipated revenues/expenditures. The Business Manager will, from time to time, advise the President of LPOEA as to any material changes in revenue or expenditures.

Lake Pend Oreille School District and the Lake Pend Oreille Education Association have agreed that any state money dedicated to teacher salary shall be placed in the certified salary matrix.

If the District receives unanticipated revenue as a result of an increase in the unit factor, an increase in the total number of units, or other state/federal revenue not reflected in the June adopted budget, the members of the negotiating teams of the Lake Pend Oreille Education Association and the Lake Pend Oreille School District agree to return to the table in October to negotiate an increase to the District certificated salary schedule and/or Master's stipend.

ARTICLE 26
FAMILY MEDICAL LEAVE

Each employee of the District, whose leave qualifies under the federal Family Medical Leave Act, shall be entitled to up to 12 weeks of unpaid family medical leave.

ARTICLE 27
MATERNITY/PATERNITY LEAVE

Employees shall not be required to use their paid leave before taking unpaid leave for maternity or paternity.

An employee is eligible for 30 consecutive workdays of paid leave for the birth of a child during the first year of a child's life or adoption in the first year of placement. This time is in addition to sick and personal leave. If both parents are employed by the district, the 30 days shall be split between the parents at their discretion. During the time the employee is on this leave, a substitute or long-term substitute shall fill the vacancy.

In order to maintain eligibility, maternity/paternity leave must begin no later than the first workday after family medical leave has been exhausted if maternity/paternity leave is the reason for the family medical leave. If an eligible employee opts to use paid leave during family medical leave, maternity/paternity leave shall be the first paid leave utilized if maternity/paternity leave is the reason for the family medical leave.

If an employee is not eligible for family medical leave either because they have not established family medical leave protection by working for more than a year for LPOSD or they have exhausted family medical leave for a reason not associated with maternity/paternity leave, he or she is still eligible for maternity/paternity leave. However, maternity/paternity leave shall be exhausted before any other paid leave is utilized.

ARTICLE 28

SICK LEAVE

All certificated employees who are greater than a .5 FTE shall be credited with an advanced sick leave allowance of ten (10) days per school year. Employees that are .5 FTE or less shall receive ten (10) half days per school year. Sick leave accumulation will be unlimited. Days shall only be deducted in either ½ day or full day increments.

Any (.5 or greater) employee not using any sick leave days during a contractual year will be entitled to one (1) additional sick day added to total cumulative. The sick leave incentive day will be accounted for as a separate line item and cannot be used for PERSI retirement purposes. Sick leave incentive days cannot be donated.

If a certificated employee leaves a position during the contract year (resignation, retirement, leave of absence, etc.), the sick leave advanced, for that year, will be prorated.

Sick leave is defined to cover illness or injury of an employee or immediate family. Sick leave may also be used for maternity / paternity leave in the first year of a child's life and for other situations covered under the federal Family Medical Leave Act.

Immediate family includes husband, wife, father, mother, son, daughter, parent-in-law, grandparent, grandchild, brother, sister, relative resident of the same household, guardian, and ward. This includes any relative or companion residing in the same household.

Transfer of Sick Leave

An employee's unused sick leave may be transferred to other employees under the following conditions:

1. If they are eligible to do so, an employee who would like to request a transfer of sick leave must first apply to the sick leave bank. After that option is exhausted, a request for transfer shall be made to the Human Resources Department.
2. Those employees desiring to donate their sick leave will then contact the Human Resources Department, which will:
 - a. Inform the donating employee of the retirement impact of transferring his/her sick leave.
 - b. Have the donating employee complete and sign an agreement that states in part that they understand and agree to this effect on their retirement.
 - c. Ask the employee which of the following types of requests they would like to make:
 1. A public request emailed by Human Resources to all employees.
 2. A public request emailed by Human Resources to only those within the employee's respective department/building.
 3. A private request with employees interested in donating responsible for contacting Human Resources directly.
 - d. Only accept donations from employees who will retain a minimum of 10 sick days at the time of the donation.
3. All transferred sick leave must be used in the school year it is requested. When a request is made it must be for a specific amount of time and may only be used for the purpose requested.
4. Each donation shall specify the maximum number of days to be donated. Only one day shall be deducted at a time from each employee until either the maximum donation has been reached or the total need has been met.
5. Employees leaving the District may choose to donate their unused leave to the Sick Leave Bank or to an individual who has made a request to human resources.

ARTICLE 29
SICK LEAVE BANK

- A. Purpose: The purpose of the Sick Leave Bank is to provide members with payroll protection during brief periods of serious illness/injury beyond their accrued sick leave. Sick Leave Bank withdrawals may be used for illness/injury of spouse or children. Sick Leave Bank shall not be used for bereavement.
- B. All certified employees of the District will automatically be members of the Sick Leave Bank. All certified employees beginning service with the District shall contribute one (1) day to the sick leave bank following employment.
- C. Employees leaving the District may choose to donate their unused leave to the Sick Leave Bank.
- D. The Sick Leave Bank Committee shall consist of two (2) members appointed by the Administration and two (2) appointed by the Association, with a fifth member to be selected by the committee of four (4). The committee shall elect a chairperson.
- E. The committee shall have the authority to recommend guidelines in addition to those set forth, if necessary. Such guidelines shall have the approval of the Association Executive Board and the Board of Trustees.
- F. The committee shall review all applications for use of the Bank and shall have the authority to make final decisions, within the established guidelines, as to the disposition of the applications.
- G. The committee shall be responsible for reporting to the District's accounting office by November 1 the names of contributors and the number of days contributed. It shall also report all days granted by the Bank and all other information necessary for the employee's records by the 15th of each month.
- H. All requests must be accompanied by a physician's statement stating the anticipated duration of the illness or disability.
- I. Certified employees shall not be requested to make further contributions unless the number of days in the bank drops below 50 days. At such time the bank drops below 50 days, each certified employee shall contribute one (1) day to the Sick Leave Bank, unless that day falls on or after the 15th of May and then the assessed day will be taken out on September 1 the following school year. Written notice shall be given to all certified employees. If an employee does not have any sick leave to contribute, the contribution shall be processed at the beginning of the new school year.
- J. Grants from the Banks to individuals:
 - 1. May be made only after the applicant has:
 - a. Used all his/her accumulated sick leave; and
 - b. Missed work one (1) day for which his/her salary was reduced.
 - 2. Shall not exceed a total of one hundred fifty (150) days of Sick Leave Bank benefits during their career with LPOSD.
 - 3. May not exceed the number of days the recipient was actually absent from work due to illness.
 - 4. Shall not be granted for medically related business which can be scheduled on non-school time.
 - 5. Shall be the only means of reclaiming donated days.
 - 6. May be granted for illness/injury of the employee's spouse or children.

PROCEDURAL AGREEMENT FOR IMPLEMENTING SICK LEAVE BANK

- A. The District office will maintain appropriate records of Sick Leave Bank membership and total days in the Bank.

- B. If a claim is being requested, the Sick Leave Request Form (located on the district website) should be completed and returned to the District office. The Sick Leave Bank will meet on an as needed basis and will act on requests received. The employee will be notified of the decision.
- C. If a person is reimbursed through workers' compensation or disability insurance paid for by the district, the employee shall be required to reimburse the district the amount paid by workers' compensation/disability insurance for lost wages. If an employee has private disability insurance, they may choose to reimburse the district. All donated days that are financially reimbursed shall be returned to the bank and those days shall no longer count against the employee's lifetime limits.

ARTICLE 30 **GRANT WRITING LEAVE**

Up to one (1) day of release time will be provided for those District employees who wish to write a grant if the building principal approves the release time and supports the proposed grant. An additional day may be granted by the building principal for administering the grant if received and if the building principal believes time is needed.

ARTICLE 31 **PERSONAL LEAVE**

- A. All full-time certificated employees (.50 to 1.00) of the District shall be granted three (3) days personal leave per year, cumulative to five (5) days. At least seven (7) days prior notification shall be given to the building administrator, except in the case of an emergency. The building administrator has the option to waive the prior notification requirement. No reason needs to be stated for personal leave.
- B. Except in situations in which the building administrator and Superintendent or designee consider extenuating, personal leave will not be granted during the first week or the last week of the student school year, the district day and the building day during the first week for certified staff, the October in-service days, or the day of student-led conferences.
- C. No more than 10% of certificated staff in any building may take personal leave to extend a school vacation. Two weeks advance notice is required to extend a vacation.
- D. Unused personal leave may be cashed in at the end of the school year per the following guidelines:
 - 1. Two (2) days per year may be cashed in. Employees will only be able to cash out a 3rd day if they would otherwise be forced to use it or lose it (i.e. 5 days left and can only rollover 2).
 - 2. Reimbursement will be at the Certificated Substitute daily rate of pay.
 - 3. Written requests, to be paid for unused personal leave, must be received in payroll by June 1. Payment will be made with the June paycheck.

ARTICLE 32 **BEREAVEMENT LEAVE**

Up to a total of five (5) days of absences shall be authorized by the immediate supervisor because of a death in the immediate family. For the purpose of this article, immediate family includes aunt/uncle and niece/nephew. This article also pertains to both sides of the family. These five (5) days are in addition to accumulated sick leave and are not chargeable to sick leave. This leave is non-cumulative year to year. An employee is entitled to five (5) additional days if the death is of the spouse or child.

ARTICLE 33 **ASSAULT LEAVE**

- A. Assault is defined as an injury occurring from a physical confrontation (with a student, parent, patron, fellow employee, etc.) while performing assigned duties.

- B. The following conditions will apply:
1. The employee's conduct was within the bounds of general standards of professional behavior.
 2. The incident must be reported to the immediate supervisor within 24 hours.
 3. A worker's compensation form must be completed within five (5) days of the assault, as per District policy.
- C. If the above conditions are met, Assault Leave shall be granted and duration of leave determined by administration. Sick Leave will not be deducted as a result of an Assault.
- D. After consultation with the immediate supervisor, legal advice may be sought by the administration.

ARTICLE 34

LEAVE OF ABSENCE

The intent of this article is to grant leaves to employees who plan to return to District employment following the year's leave. Employees should plan for this leave as far in advance as possible.

- A. Up to one-year leave of absence at a time may be granted to employees for reasons as may be approved by the Board of Trustees, such as:
- For the purpose of advanced study
 - For prolonged personal illness or illness in the employee's family, as defined in Article I
 - For travel leave which is deemed as being in the best interest of the District
 - For exchange teacher programs
 - For other such special reasons as may be approved by the Board: provided, the request for a leave of absence is submitted in writing to District administration by March 1st preceding the school year said leave is to be effective or the Monday after if March 1st falls on a weekend.
 - Timelines may be waived through mutual consent
- B. It is not the intent of this article that an employee be granted a leave of absence to seek employment elsewhere, unless such temporary employment is determined to be a benefit to the district.
- C. Upon an employee's return from a leave of absence s/he shall be guaranteed continued employment in a position that they are qualified for within the same building. They may be placed in the exact same position they vacated or another position within the building as determined by the building administrator. If they are guaranteed the same position, it must be agreed to in advance (to be documented in writing). However, if the conditions in the involuntary transfer language warrant it, upon return, the individual may be transferred to another building regardless of the written agreement.
- The employee may request a transfer if the assigned position on return is different from his/her original assignment. A requested transfer must be approved by the Superintendent or designee.
- If there are no open positions in the district that the employee is qualified for, Board Policy 5740 on Reductions in Force shall be implemented in order to create an opening.
- D. An employee on leave of absence must confirm his/her intent to return to the District for the next year. This may be done at the time the request is made, or an employee must notify the District in writing no later than March 1st of the year said leave of absence applies.
- If March 1st falls on a weekend, an employee will have until the end of day on the following Monday to notify of their return.
- E. If leave is approved by the Board, the employee may not rescind the request unless there are extenuating circumstances. If leave is denied, the reason will be given for the denial.

ARTICLE 35

ASSOCIATION LEAVE

A maximum of fifteen (15) days leave per year shall be granted to Association officers or their designees, if requested, for Association business. The District will pay for the cost of substitutes for the first five (5) days of leave. The Association will reimburse the District for the cost of any substitutes such leave might necessitate after the fifth day. Such release time shall be in addition to those days authorized by Idaho Code.

ASSOCIATION PRESIDENT'S RELEASE TIME

The Association President or his/her designee shall be released no less than one-fifth (1/5) of his/her total contract hours per year for Association business and to collaborate with District administration. Such release time shall be in addition to those days authorized by Idaho Code. The District shall absorb any costs associated with the President's release time.

Prior to the first day of school each fall the Association President and District Administration shall meet to establish a schedule for President's release time for that school year.

ASSOCIATION PRESIDENT'S OBLIGATION TO THE DISTRICT

The District recognizes that a large portion of the responsibilities customarily associated with the presidency of the Association directly benefit the District and the public purposes it serves, by discharging certain administrative tasks, facilitating communication between the District, its teachers, and other educational employees, and otherwise promoting the efficient provision of high-quality educational services. The District recognizes that such responsibilities require a considerable amount of the president's time during the normal workday. The District further recognizes that, absent the Association president taking on said responsibilities, the District would be required to hire another administrator to perform the same and/or similar functions.

The Association President will perform the responsibilities customarily associated with that office, including but not limited to:

- a. Serving on the joint insurance committee with the District;
- b. Training teachers, administrators, and other educational employees on actual and potential changes in the law at school district facilities;
- c. Providing on-going communication with District administration on budget and policy issues;
- d. Working with the Superintendent and the Human Resources department on issues of transfers, reduction in force, recruiting and retaining, salary, hourly pay, benefits, and other similar issues;
- e. Attending and participating in School Board meetings, including workshops and evening meetings on an as needed basis;
- f. Attending and participating in the joint problem-solving committees;
- g. Attending and participating in policy recommendation committees;
- h. Meeting with the Superintendent no less than once per month;
- i. Accounting for the time spent in performing the responsibilities outlined above at the meetings with the Superintendent; and
- j. Participating in any other activities, committees, and/or meetings during the normal workday as the Superintendent and the President together deem appropriate.

In consideration of the responsibilities outlined above and other duties as outlined in this Agreement, the President shall be released no less than one-fifth (1/5) of his/her total contract hours per year without loss of salary or benefits.

ARTICLE 36
PROFESSIONAL LEAVE

To maximize the benefits of professional leave funds, it is essential that teachers plan for professional leave as far in advance as possible.

- A. Teachers may be authorized professional leave to attend professional conferences, meetings, conventions, etc., requiring absence for travel outside the District. Reasonable expenses may be reimbursed for substitutes, transportation, registration, lodging, and meals.
- B. A procedure will be developed by the building administrator and association representatives, if requested, at each school site for accessing professional development funds, including non-title I professional development funds. In addition, a District professional leave form must be completed by each applicant and be filed with the purchasing department at the District office a minimum of five (5) working days prior to the leave date.
- C. The District will make available to each building a list of currently available sources of funding that may have professional development implications. The list will include a contact person who will be responsible for explaining the procedures for accessing each of these funds.

ARTICLE 37
LEAVE WITHOUT PAY

If an employee runs out of paid leave (including sick leave transfers and access to the sick leave bank), they must take leave without pay if absent. Such leave without pay must be approved by the Superintendent or designee unless guaranteed through Family Medical Leave or other federal/state protection. Depending on the time and length of the leave, if the employee is not eligible for Family Medical Leave, they may also not be eligible for health insurance premium coverage during this time. If the period is for more than a month, an employee may be required to request a leave of absence.

ARTICLE 38
MILEAGE

Any employee required to travel during the workday as a condition of employment, from one job site to another or from a job site to another site for school purposes, shall be compensated for mileage at the rate authorized by the Internal Revenue Code (in effect on July 1 of the school year) for reimbursement, unless District transportation is provided.

Article 39
CREDIT REIMBURSEMENT

Reimbursement shall be provided for advanced education based on the following guidelines:

- A. Only credits that are eligible for recertification shall be reimbursed.
- B. Each certified employee shall be reimbursed up to \$200 during each five-year period.
- C. The five-year period shall begin July 1st, 2021.
- D. An employee must submit the form by June 1st to receive reimbursement in that fiscal year. If the employee is unable to do so, they must wait until the following September in order to seek reimbursement.

- E. In order to be reimbursed, an employee must ask for reimbursement during the five-year period in which the credits were taken.
- F. Up to \$10,000 shall be reimbursed annually. Reimbursement shall be on a first come basis. Certified staff who submit a request for reimbursement within a given fiscal year who are not reimbursed because the annual budget has been exceeded shall be first in line for reimbursement in the next fiscal year (beginning each July 1st). If the total budgeted is not fully expended in a given fiscal year, the balance shall be held over for the next fiscal year to be added to that year's budget line item. The total amount available in a given fiscal year shall be capped at \$20,000.

Article 40 **FRINGE BENEFITS**

- A. The District shall provide Health and Dental Insurance coverage for all full-time employees (.5 to 1.00). Coverage for two-party and family shall partially be paid for by the district in an amount to be agreed to during negotiations.
- B. Insurance carriers and plans for the package will be mutually agreed upon by the District and the Association through the negotiations process.
- C. The District shall provide Term Life Insurance in the amount of \$50,000 per eligible employee while employed by the District. Additional coverage is available at the employee's expense.
- D. Coverage becomes effective on the first day of the month following employment and receipt of first paycheck for all new employees. Coverage will be for 12 calendar months.
- E. Fringe benefits will be paid during the summer months for certified employees who continue to receive a paycheck. Benefits shall end the last day of July if an employee resigns and requests to be paid in full in June.
- F. The District shall provide a Section 125 Plan of the Internal Revenue Code (*Flexible Spending Account*).
- G. Employees who resign from employment have the option of Health Benefits under COBRA.
- H. A District Insurance Committee comprised of up to three (3) members appointed by LPOEA, up to three (3) members appointed by the District, and up to one ad hoc (non-voting) member from the District's Board of Trustees, shall be convened annually as soon as updated insurance information becomes available, to research plans and carriers, and to gather information on usage and costs. The committee, which is strictly advisory in nature, shall present its recommendations to each of the negotiating teams by May 1st unless the necessary information is not yet available.
- I. If the District Insurance Committee chooses to utilize an agent/consultant, said agent/consultant shall be recommended by the District Insurance Committee and be submitted to the Board for approval.
- J. All employees, spouses, dependents, and retired employees (under the age of 65) who pay a prescription drug deductible shall be reimbursed. A reimbursement check will be distributed in May (if the full deductible has been reached) or the following February. Employees shall be notified by Human Resources if they qualify for reimbursement. It will be up to the employee to respond accordingly within the timeline provided.
- K. When an employee is granted unpaid leave outside of family medical leave, they shall still be provided health insurance prorated based upon the number of days covered in that school year by pay and family medical leave protection as compared to a 190-day contract. The number shall be multiplied by 12 months and then rounded up to the nearest whole number. For example, if a teacher had 85 paid days and 60 days protected by family medical, they would have served 76.32% of the time ($145 / 190 = 76.32\%$) in a protected status that guarantees insurance coverage. Then, 12 months of insurance multiplied by 76.32% equals 9.16 months of coverage earned. When rounded up to the nearest whole number this equals 10 months of insurance coverage.

ARTICLE 41
EXTRA DUTY PAY, SUPPLEMENTAL, AND OTHER CONTRACTUAL PAY

A. EXTRA DUTY PAY

Any employee requested to perform extra duty beyond that required by his/her regular or extracurricular contract, for school related activities, such as dances, taking tickets, after school or Saturday detentions, etc., shall be compensated at the rate of \$20/hour, not to exceed in aggregate the Board-approved extra duty budget total. An employee who agrees to extra duty positions that are supervisory in nature or have a direct impact on the event such as keeping the official score, working the clock, and officiating the competition, shall be paid whichever is higher: \$30/hour or a fixed rate set by the school or respective official's association. An employee may decline such requested assignments without adverse effect. If unable to be filled within the building, positions may be offered district-wide.

B. SUPPLEMENTAL PAY

1. District sponsored before or after school tutoring, curriculum development, jump start, leadership teams, homebound teachers, etc. shall be funded at a sum of \$40 per hour. These supplemental contracts are in addition to an employee's regular contract and shall not be obligatory but shall be with the consent of the employee. Preference in receiving such assignments shall be given to employees regularly employed in the District and on a qualification basis.
2. Supplemental contracts which require the performance of duties which do not require certification may be offered to employees as defined in this negotiated agreement, or such other individuals who are not defined as employees under the terms of this negotiated agreement, as may be determined at the discretion of the administration and the Board of Trustees. The same preference as specified in the preceding paragraph shall apply to these supplemental contracts.

C. GRANT FUNDED COMPENSATION

Grant funded compensation for supplemental activities will be funded according to the budget approved by the grantor. The district funded amount of \$40 per hour may be used as a guide for like activities but does not preclude the grantee or grantor from agreeing to another amount.

D. PROFESSIONAL DEVELOPMENT

An employee shall receive an hourly wage of \$40 for any non-required professional development that results in an extension of the employee's annual term of contract.

If a request is made for a part-time teacher to stay for the entire October in-service day, the teacher shall be paid either their daily rate or the professional development rate, whichever is higher.

E. EXTENSION OF THE ANNUAL TERM OR DAILY LENGTH OF THE REGULAR CONTRACT

Any extension of the annual term of the regular contract and/or any required teaching/contracted assignment that obligates an employee to extend the contract day shall be compensated at the regular rate of pay (1/190th). In addition, contracted assignments that mirror the work performed in a employee's regular contract, such as night school or summer school, will not be considered supplemental contracts, and therefore will be paid at the regular rate of pay (1/190th).

F. ADDITIONAL WORK PERFORMED DURING PREP TIME/CLASS TIME/ BEFORE AND AFTER SCHOOL

1. Teachers shall not be required to take on extra duties during their preparation time such as monitoring another teacher's classroom. Those agreeing to do so shall, upon pre-approval of the

site administrator, be compensated at their regular rate of pay. When a substitute is unavailable, those agreeing to take on a class in addition to their own shall, upon pre-approval of the site-administrator, also be compensated at their regular rate of pay.

2. An employee, at the request of the administration, may agree to teach during his/her regularly scheduled preparation period. An employee, who teaches during his/her preparation period, shall have his/her regular teaching salary augmented, based upon the number of extra periods s/he teaches during the day as compared to the total number of periods in a full-time schedule within that building. The resulting fraction shall be multiplied by the top attainable yearly wage of a full-time employee in order to establish the amount that shall be paid. No employee shall be required to teach during his/her preparation period.
3. An employee, at the request of the administration, may agree to teach during his/her before and/or after school time. An employee, who teaches during this time, shall have his/her regular teaching salary augmented, based upon the total extra amount of time they teach divided by the total amount of student contact time, prep time, and before and after school time a full-time schedule has within that building. The resulting fraction shall be multiplied by the top attainable yearly wage of a full-time employee in order to establish the amount that shall be paid. No employee shall be required to teach during his/her before / after school time.

ARTICLE 42

EXTRACURRICULAR / CO-CURRICULAR / LEADERSHIP PREMIUMS

Either the Association or the Board/Superintendent may request that a committee meet in order to review the Extracurricular Pay Schedule.

The Association and the Board/Superintendent will each appoint up to three people to serve on this committee. Other areas will be evaluated for possible inclusion on the Extracurricular / Co-curricular Pay Schedule.

The committee will submit recommendations to the Association and the Board no later than April of the current school year. The recommendations shall become part of the Negotiated Agreement after being approved through the negotiations process.

Anyone interested in an activity not currently on the Extracurricular / Co-curricular Pay Schedule shall submit a request to the LPOEA or LPOSD.

Anyone interested in reinstating a position that is on the schedule, but is not currently funded, shall make a request to the respective Activities Director (AD) in the fiscal year prior. The employee who makes the request will be notified of the decision and reason for that decision.

The definition of extracurricular / co-curricular assignments shall be those assignments predominately taking place outside the contract day.

A position may temporarily be added during the school year through a Memorandum of Understanding (MOU). An MOU requires approval by the Superintendent and the Executive Board of the LPOEA.

All positions require the AD to have a job description on file and require funding approval from the District Office prior to posting.

See the Extracurricular Pay/Co-curricular Schedule Page 33 for specific pay.

EXTRACURRICULAR

All extracurricular coaching/athletic positions shall be posted prior to being filled.

An additional 15% shall be granted to a varsity head coach after working for five consecutive years within the same program in our school district at the varsity head coach level.

If an employee has a break in service that is approved by the administration that does not exceed one year, the district employee shall retain his/her years toward the longevity bonus.

CO-CURRICULAR PAY

Co-curricular positions that are not directly connected to a class may be filled after an in-building posting. However, if a co-curricular position that is directly connected to a class becomes vacant and the work is expected to continue, the building administrator will do one of the following:

A. If the staffing needs and student numbers warrant, the period and stipend shall be posted together in-building or may be attached to a new hire.

B. If only the stipend is available because the building is unable to shift staffing either due to a lack of interest or because the staffing needs and student numbers don't warrant it, the principal may seek out volunteers and hire accordingly. A principal may:

1. Speak directly with current employees that are qualified within the building.

Or

2. Post the stipend in-building first with an option to follow with an in-district posting or an in and out of district posting.

LEADERSHIP PREMIUMS

Amounts for leadership premiums shall be determined through a collaborative process between the district administration and the LPOEA President. Other members of the Association shall be brought into the process if requested by either party. Leadership premiums shall include, but are not limited to, stipends for the following positions: Department Chairs and Principal Designees. Building level leadership positions shall be posted in-building for three days before filled.

TRANSPORTATION

District white buses may be made available to teams with a smaller number of participants for travel.

Advisors/Coaches shall have the option to drive those buses to activities/competitions for \$25 per hour.

However, no advisor/coach shall be required to do so.

ARTICLE 43 **SALARY SCHEDULE**

Initial Placement

- A. The agreed upon Salary Schedule is attached. Computations will be rounded to the nearest whole dollar. FTE's status will be rounded to the nearest thousandth. Hourly wages will be determined by dividing the respective salary by 190 contracted days and then by 7.5 hours per day.
- B. Employees new to the District will be paid the additional salary that corresponds to the educational level for which they qualify.

- C. If a new hire is an individual who previously worked for the Lake Pend Oreille School District in a certified capacity, they shall be placed on the salary schedule based on which of the following is better for them:
1. Where they would have been if they would have returned the year after they left.
 2. Based on the new hire conversion chart.
- D. Employees shall be granted a contract based on their initial placement on the state's career ladder (our contract step 1, step 4, or step 9). Once hired, Human Resources shall request the appropriate evaluation information needed for a higher placement on the state's career ladder. Once that evaluation data is received, if the data warrants a higher placement, an employee shall be placed utilizing the Certified New Hire Conversion Chart on page 30. At the time of hire, employees shall be provided both the initial contract amount, as well as the amount that shall be paid based on the new hire conversion chart if appropriate evaluation data is received. Employees shall be paid retroactively if the necessary evaluation data is received after the first payroll cutoff date. The evaluation data needs to be received by Human Resources prior to the last Friday in December in order to count for that fiscal year's placement.
- E. Exceptions to section D may be made, by the Superintendent or designee, in extenuating circumstances for specialized positions (School Psychologists, Communications Disorder Specialists, etc.). Experience will only be given for years at accredited public schools, in an accredited private or parochial school, or in an accredited college or university as defined by ID Code 33-1004A. Accredited college or university experience must be after initial certification in order to be eligible if the certificate was earned after September, 2014 for teachers or after September, 2015 for pupil personnel.
- Individuals hired as counselors shall have all verified work experience within an accredited school count toward placement on the salary schedule. The counselor must be appropriately licensed for this experience to count. However, a counselor does not have to obtain a pupil personnel certificate prior to the verified experience in order for it to be used for placement.
- Physical and occupational therapists may count experience in a school setting that is prior to initial certification as long as that experience is after the employee has earned the applicable license from the Bureau of Occupational Licenses.
- Individuals hired as nurses may count prior nursing experience toward placement on the salary schedule (utilizing the new hire conversion chart). Experience must be verified in order to count toward placement.
- F. Part-time employees' pay shall be pro-rated based on the number of hours they teach in relation to the number of hours full-time employees teach within that building.

Movement on Salary Schedule

After First Year Initial Placement

- G. An employee's salary level shall change based on added experience and/or credit hours earned according to the following guidelines:
1. All credits that have been recognized for placement on the Salary Schedule shall continue to be recognized.
 2. Credits that earn an employee additional salary for education will begin after the initial BA/BS degree and teacher certification.
 - a. credits must be earned after the date a degree is awarded. Credits earned prior to this date are not counted as *degree + credits*.

- b. credits must be from accredited institutions endorsed by either the United States Department of Education or the Council for Higher Education Accreditation, for the year in which the credits were earned.
- 3. Credits beyond the teaching degree will be evaluated by the Superintendent or designee and must qualify under one of the following:
 - a. Taken as part of an advanced degree program
 - b. Be in academic and professional fields related to teacher competency.
 - c. Be necessary for earning additional educational endorsements or certifications.
 - d. Be eligible for use in recertification.
- 4. Credits submitted for movement on the Salary Schedule must be supported by official transcripts.
- 5. Verification of having completed the credits must be on file in the Human Resources Office no later than September 10 in order to receive the additional salary for education for that school year.
- 6. Official transcripts/approved forms must be received in the Human Resources Office no later than November 1.
- 7. There shall be three additional stipends that increase an individual's salary:
 - a. An individual with a Doctorate shall be placed on the appropriate cell within the Master's column and shall receive a \$1,000 addition to their regular salary.
 - b. Those with an Occupational Specialist certificate (in a subject area which they teach) shall receive a \$2,250 addition to their regular salary.
 - c. Employees who obtain National Board Certification shall receive any state level stipends paid for holding this certification.
- 8. After initial placement, an employee will be granted one vertical step in a given contract year until they reach the maximum step allowed. However, if an employee works in a position on an alternate certificate, they shall not move past contract step 3 until they have completed the alternate certificate program.

After working for the district for at least three years in a certified capacity, an individual who earns an advanced professional endorsement step five designation and has taught in school settings recognized for movement on our pay scale for at least 20 years, shall move to contract step 17 if they have not already done so.

An employee enters contract step 25 after completing 24 years of certificated service with at least 15 of those years served continuously in the Lake Pend Oreille School District. If a person meets these conditions but has not yet spent one year in contract step 16 that employee shall receive a 3% addition to their salary rather than placement in contract step 25.

ARTICLE 44

SEVERABILITY CLAUSE

If any provision of this Negotiated Agreement, or any application of this Agreement to any employee or group of employees, is held to be contrary to law by a court of competent jurisdiction; 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.

ARTICLE 45
DURATION

This Negotiated Agreement shall remain in full force and effect throughout the contract year. All items shall be opened annually for possible renegotiation in good faith utilizing the Interest Based Bargaining (IBB) process. Any article not brought to the table will renew automatically.

ARTICLE 46
MEMORANDUM OF UNDERSTANDING

An amendment may be temporarily added to this Negotiated Agreement during the school year through a Memorandum of Understanding (MOU). An MOU requires approval by the Superintendent and the Executive Board of the LPOEA.

ARTICLE 47
Certified New Hire Conversion Chart

Experience	Placement
0-1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12+	12

ARTICLE 48
Advance Notice of Retirement Incentive

A certified employee who submits their official intent to retire shall receive a \$1,000 addition to their wages in the May paycheck. The certified employee must submit their intent via email to Human Resources no later than the last work day of the first semester of the school year. In order to be eligible, an employee may not retire prior to the end of that school year. Once the retirement is approved by the Board, the employee may not rescind the retirement unless there are extenuating circumstances. The Superintendent or designee is responsible for determining whether the extenuating circumstances warrant submitting the request to rescind to the Board.