

**NEGOTIATED**  
**AGREEMENT**

by and between the

**BOARD OF TRUSTEES**  
**LAKELAND JOINT SCHOOL**  
**DISTRICT 272**

and the

**LAKELAND EDUCATION**  
**ASSOCIATION**

FOR: 2022-23

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## **ARTICLE I - SALARY SCHEDULE**

### **I.1 Salary Schedule**

It is agreed the attached salary schedule shall be in effect for 2022-23

**2022-23 SALARY SCHEDULE LINKED HERE**  
**2022-23 SHADOW SALARY SCHEDULE**

### **I.2 Salary Schedule Provisions ( For the 2022-23 contract year.)**

#### **A. Allowable Training and Experience - Entry Level**

1. Up to twelve years of acceptable teaching experience will be allowed for placement on the salary schedule for transfer teachers. Twelve years of experience would place the teacher on step 13. Any teacher that transfers into the district with twelve or more years of experience will also be placed on step 13.
2. No credit is given for military experience.
3. Seven months of continuous teaching in any single year is required to count as a year of experience.

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

#### **B. Training Increments**

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

#### **C. Acceptable Graduate Credit**

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

D. Placement on the Salary Schedule

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

E. Advancement on the Salary Schedule

In order to move on the salary schedule:

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

F. Hard to Fill Positions

Hard to Fill Positions. Hard to fill positions shall be defined as positions which are frequently vacated and/or consistently draw a low number of qualified applicants.

Each spring, based on one or more of the following criteria, the District Leadership Team will determine what, if any, positions will be deemed hard to fill.

1. Any endorsed areas with prolonged vacancies during the current school year
2. Any endorsed areas in which alternate authorizations for newly hired staff are requested two consecutive years
3. Any hard to fill positions trending throughout the state
4. Any endorsed area with a consistently high rate of turnover for a minimum of 2 years

Once identified for the upcoming school year, all certified staff who currently hold a hard to fill position will be paid a stipend of \$2500 for that school year. The stipend will begin in October and will be paid in equal amounts over 11 months.

#### G. Advanced Professional Rung - Career Ladder

Certified staff who are placed on the advanced professional compensation rung of the Idaho Career Ladder shall receive a stipend as identified below, based on his/her placement on the SDE CLDS report. During all following years, the employee will move to the next AP rung if all three requirements are met: Distinguished in Domain 2 or 3, Leadership position held, and student achievement goal is met (75% of students met the employee's goal). If all three requirements are not met, the employee will stay in the current AP rung and will continue to receive the stipend earned during the year in which they moved to that rung. Stipend schedule is below and dependent on state allocations annually. Criteria for maintaining AP5 will be an ongoing discussion. The APE funds will be paid out in the March - August payrolls or 30 days following the release of the spreadsheet from the state.

Appeals for APE that are paid for a previous school year will be paid in one lump sum once the appeal is finalized at the state level. Staff members on whose behalf appeals are submitted will be notified within 30 days of state approval with payout timeline indicated.

<b>Advanced Professional Salary Stipend</b>					
<b>School Year</b>	<b>AP 1</b>	<b>AP 2</b>	<b>AP 3</b>	<b>AP 4</b>	<b>AP 5</b>
2021-22	2,364	2,837			
*Future legislation will determine allocations below.					
2022-23	2,735	3,699	4,646		
2023-24	3,114	4,586	6,046	7,494	
2024-25	3,500	5,500	7,500	9,500	11,500

**ARTICLE II-BENEFITS**

**II.1 Insurance**

MEDICAL/DENTAL: It is agreed that beginning September 1, 2022, the district will pay a defined contribution up to \$825 that may be used towards medical, dental, and vision insurance for each eligible full-time certificated employee until August 31, 2023. Employees shall be eligible for benefit coverage starting the 1st of the month.

- A. Every eligible employee shall be offered district sponsored single medical and dental coverage. If the employee waives this benefit, there is no "in lieu of" payment made to the employee.

**II.2 Life Insurance**

It is further agreed that for the 2022-23 school year, each certificated employee shall, at district expense, be covered by a \$20,000 term life insurance policy and that the employee may purchase dependent or additional life coverage at his/her own expense. Employees must have a half time or more (FTE) contract to qualify for the life insurance benefit (unless they are "grandfathered" as explained in the paragraph on Medical/Dental).

**II.3 Vision Insurance**

It is further agreed that for the 2022-23 school year the district will offer the opportunity for the employee to purchase vision insurance for themselves and family members.

## **II.4 Retirement Notification Incentive**

Certified Staff who give written retirement notification to the District by January 31 and approved by the Board of Trustees no later than the first Board meeting in February, will receive a \$500 stipend to be paid by the March payroll and will also receive one personal day to be used before the end of the school year. This day may not be cashed out.

## **ARTICLE III-EXTRACURRICULAR SALARY**

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

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

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

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

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

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



## District Scale for Extracurricular Salary Calculations

Years of Exp.	2022-23
1	\$30,000.00
2	\$31,380.00
3	\$32,760.00
4	\$34,140.00
5	\$35,520.00
6	\$36,900.00
7	\$38,280.00
8	\$39,660.00
9	\$41,040.00
10 - 14	\$42,420.00
15 - 19	\$44,541.00
20 - 24	\$46,662.00
25+	\$48,783.00

### III.1 Extracurricular Coach Salary Schedule

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

#### A. Experience Step Guidelines

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

1. Only years of extracurricular experience within a particular sport or activity will count as experience (not teaching experience).
2. A coach/advisor that moves from one sport or activity to another or enters a sport or activity for the first time will begin at step 1.

3. If an assistant coach who becomes a head coach in the same sport (or another sport) will begin at step 1 at the advanced coach percentage rate but shall not receive pay less than the previous position if the move is in the same sport.
4. A head coach that steps down to a lesser coaching position in the same sport will retain his/her experience step at the assistant coach rate.
5. A coach, advisor or director may transfer verified experience into the district.
6. Two full years of junior high coaching experience within the District will count as one-year experience for placement as an assistant coach at the high school level.
7. Staff members who coach for the district shall be paid their coaching stipend in twelve equal payments. If a coach resigns his/her position prior to the season being completed, the coaching stipend must be repaid to the district. The amount to be paid may be prorated.

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

<b>Senior High</b>	
<b>Head Coach Varsity 15.5%</b>	<b>Asst. Coach (9<sup>th</sup> or C team) 11.0%</b>
Baseball	Baseball
Basketball	Basketball
Football	Football
Soccer	Soccer
Softball	Softball
Track	Track
Volleyball	Volleyball
Wrestling	Wrestling
Cross Country	Cross Country
*Cheerleading	*Cheerleading
Swimming	Swimming
Tennis	Tennis
*Dance Team	*Dance Team
Golf	Golf

\*Cheerleading and Dance coaches will receive an additional 50% stipend if their team participates in competition season

<b>Senior High</b>	
FFA Advisor	15.5%
Band Director	10.5%
Yearbook	9.2%
Drama	9.2%
Choir Director	6.2%
ASB/Leadership Advisor / Prom	9.2%
Newspaper / Broadcasting	5.7%
Speech/Arts	5.7%
B.P.A. Advisor	5.5%
FCCLA Advisor	5.5%
Jr. Statesmen Advisor	3.5%
Tech. Skills Advisor	3.5%

<b>Middle Level</b>	
Activities Director	12.0% and Extra Prep Period
7 <sup>th</sup> /8 <sup>th</sup> Coach	6.3%
Basketball	6.3%
Cheerleading/Dance	6.3%
Cross Country	6.3%
Track	6.3%
Wrestling	6.3%
Volleyball	6.3%
7/8 Yearbook	5.7%
7/8 Intramural Basketball	4.0%
7/8 Band/Choir Director	3.5%
ASB/Leadership Advisor	3.5%

B. Predetermined Advisor and/or Extra-Duty Pay Positions:

1. The following positions are pre-determined extra duty assignments and do not need to be re-submitted. These positions will be paid the percentage of the extracurricular scale, without the option of steps for years experience. The percentage is based on an average number of hours outside of contract time the position requires. The principals will be in charge of selecting the appropriate people for each job and work with their staff members accordingly to make sure each person has an opportunity for such positions. If more than one person is interested, then it is up to the principal and staff to decide an appropriate and fair solution to all involved (Example: If two people want to share the responsibilities of the B.P.A. Advisor below, each could share the stipend and receive 2.75% or find another equitable solution.) If an agreement cannot be reached, it will be brought forth to the Superintendent and LEA President for review and to make the final decision.

2022-23	
SENIOR HIGH	
Quiz Team Advisor	4.5%
Homework/Tutoring/After School Program	4.0%
Senior Project Coordinator - LHS	4.0%
Mt. View Yearbook Advisor	3.5%
I.D.F.Y. Advisor	3.0%
Senior Project Coordinator - THS	3.0%
Honor Society Advisor *	1.5%
Ambassador Program (Civic / Human Rights)	1.5%
Senior Project Coordinator - MVHS	1.0%
2022-23	
MIDDLE LEVEL	
Mathcounts Advisor	2.5%

I.D.F.Y. Advisor	3.0%
GATE	5.5%
National Honor Society	1.5%
Ambassador Program (Civic / Human Rights)	1.5%
2022-23	
ELEMENTARY	
Intramurals	5.0%
Yearbook	3.0%
GATE	5.5%
Homework/Tutoring/After School Prog.	4.0%
Cross Country / Track	2.5%
Music/Band Program (Evening Performances) Formula based on Music = 5 evening performances and Band = 1 evening performance per school.	2.0%

**\*Staff holding this position in the 2021-22 school year or prior will maintain current rate; new hire to the position will be paid according to the Negotiated Agreement.**

C. New or additional assignments/programs

New or additional assignments/programs will be reviewed at each building by the Principal to ensure alignment with building and district goals. Once approved by the District Leadership and LEA Leadership Team, the list will be submitted to the Board of Trustees for approval and paid out from building funds. Funds will be dispersed annually to buildings based on a per student calculation, contingent on state funding. These roles may qualify for the leadership criteria to apply for the Advanced Professional Endorsement.

- Elementary student = \$7.50/student
- Middle Level student = \$5.50/student
- High School student = \$5.50/student

- Mountain View High School = \$12.00/student

#### D. Dual Credit Stipend

**Step 1-** Instructor receives 77% of the revenue generated by the classes they teach

**Step 2-** Counselor receives \$3.00 per student they enrolled

**Step 3-** Remaining dollars will support books for students on free / reduced lunch.

*Intent- Keep the program budget neutral so the District would not need to subsidize any funding that is not paid by the institution*

#### E. Class Sizes for Elementary Teachers

For each additional student in the classroom over the following base numbers (Kindergarten/Grade 1 = 23; Grades 2/3 = 26; Grade 4 = 28; Grades 5/6 = 30; Combo classes will use the lower class size base number) teachers will receive \$50 per month per student if the student was enrolled in the classroom for 5 days or more in the month. Payment is only eligible if it is determined a transfer is not reasonable and a para is not an option after conversations between the Superintendent, Principal and the teacher involved. The enrollment will be evaluated on a monthly basis and paid out in one lump sum stipend in June or July payroll.

### **ARTICLE IV-LEAVES**

#### **IV.1 Leave of Absence**

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

- A. Application for leaves of absence for a duration of one school year must be submitted in writing to the Superintendent no later than May 1, of the year preceding the intended leave. Application for leaves of a duration of less than one school year shall be submitted at least 30 work days prior to the first day of the intended leave.
- B. The teacher shall notify the Superintendent in writing by March 15 of the leave year of his/her intent to return to the district. If there is no written notice, his/her rights to employment shall be vacated.

- C. The teacher, upon return, will be placed in a position for which he/she is qualified by certificate endorsement and will be placed on the appropriate step on the salary schedule with no loss of accrued benefits.
- D. If it is in the best interests of children, and other constraints don't prevent it, the returning teacher will be assigned to the building and grade level he/she left.

## **IV.2 Military Leave**

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

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

## **IV.3 Association Leave**

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

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

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

#### **IV.4 Professional Leave**

Certificated personnel may be granted leave with pay to attend educational meetings and/or workshops or visit exemplary classrooms or programs. One of the determining factors for approval shall be the benefit to the students or district. (Ex: Selected to umpire or officiate state games, meets, or contests; being selected as a Coach/Teacher of the Year and the need to travel to Boise to accept the award.)

- A. If the Principal or Superintendent denies the request, the employee has the right and opportunity to meet with the Principal and/or Superintendent about the decision.
- B. When the district requires attendance, allowable expenses will be paid.
- C. Applications for professional leave must be submitted to the principal prior to the date of the requested leave. If the principal approves, the application shall be forwarded to the Assistant Superintendent.

#### **IV.5 Bereavement Leave**

Certificated personnel shall be granted up to 5 days of bereavement leave, per incident for death in the immediate family, **without loss of pay or use of sick leave**. (These 5 days are in addition to any bereavement sick leave approved below)

- A. Immediate family is defined as any relative living in the household of the employee and/or spouse, son, daughter, brother, sister, mother, father, grandmother, or grandfather, whether residing in or out of the household of the employee. In the case of a spouse, the relationship is extended to both sides of the family. Any exceptions to the



immediate family definition must be approved by the Superintendent or HR Director.

- B. The Superintendent must approve additional days needed for travel or other reasons. These additional days will be deducted from the employee's sick leave if the employee has adequate sick leave, otherwise the days may be allowed as leave without pay.
- C. Up to two days of sick leave will be allowed for funerals other than the immediate family. Approval of the principal is required. Any additional days for travel, etc. must be approved by the Superintendent. These additional days will be deducted from the employee's sick leave if the employee has adequate sick leave, otherwise the days may be allowed as leave without pay.
- D. In the event of an emergency school closure - if teachers are not required to report for work, teachers on sick leave will not have the leave deducted.

#### **IV.6 Family Leave**

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

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

for medical reasons. FMLA leave runs concurrently with any sick leave or family leave.

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

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

#### **IV.7 Personal Leave**

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

- A. The school day preceding or following the week of Thanksgiving, winter break or spring break, unless that day is a professional work day or permission from the superintendent is granted.
- B. The first week of the school year or the last five student contact days of the school year.
- C. The professional workday at the beginning or end of the school year unless permission from the superintendent is granted.
- D. The date of leave is subject to the approval of the principal, and the request for leave must be submitted to the principal at least one calendar week prior to the leave day. Any exceptions to this policy are subject to the approval of the Superintendent. A teacher who takes personal leave without meeting the above requirements will be docked one day at their contracted daily rate and could be subject to dismissal.
- E. In the event of an emergency school closure - if teachers are not required to report for work - teachers on personal leave will not have the leave deducted.
- F. The district will pay teachers their daily rate for leave not taken. The maximum number of days eligible for the end of year buyout is two. A teacher may carry over three days of unused personal leave in lieu of receiving payment. Personal Days will automatically roll (up to 3 days) at the end of the year. If the employee's personal leave days balance (after roll) exceeds 5 days, (6 or 7 days), then the district will automatically cash out the extra one or two days. If your personal

leave balance is 3 or less, then it is the employee's responsibility to request a cash out (2 days max) prior to the automatic roll. The request is due to Human Resources by the last student contact day of the year. Maximum annual accumulation is five days.

- G. Upon retirement, the district will pay teachers their daily rate for leave not taken. The maximum number of days eligible for end of the year buyout, for retiring teachers, is five.

#### **IV.8. Sick Leave**

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

- A. Sick leave may be used for illness in the immediate family. According to Board Policy 5405, each employee will be allowed to use personal illness for immediate family illness to include spouse, children, siblings, parents, grandparents, grandchildren, in-laws, same members of the spouse's family, and dependents residing in the household.
- B. Except in an emergency, sick leave shall not be used for doctor or dental appointments unless the appointment is pre-arranged with and approved by the principal. The absence may be only for the duration of the appointment with a reasonable time allowed for travel.
- C. Unused sick leave may be accumulated by an employee without limit, subject to the rules and regulations, and applicable statutes of the Public Employees Retirement System of Idaho. At the beginning of each new employment year, an account stating the accumulation of unused sick leave days for each employee shall be completed by the district in accordance with Idaho Code 33-1216 as now in existence or hereafter amended. Because of state regulations, an employee may NOT donate their own sick leave days to another person or entity.
- E. In the event of an emergency school closure - if teachers are not required to report for work - teachers on sick leave will not have the leave deducted.

#### **IV.9 Certified Staff Incentive Leave Days**

Certified Staff shall earn 1 incentive day if no sick leave is used during the year. The employee can accumulate up to 5 incentive days, but after 5 days they must use those days or lose them.

#### **IV.10 Sick Leave Bank**

##### **A. Purpose**

The purpose of the Sick Leave Bank shall be to provide certificated employees, who voluntarily joined, with additional sick leave days needed for absences due to the death of a spouse or child or to recover from personal illness or injury, so long as said personal illness or injury is not voluntarily incurred (elective surgery, maternity leave, and other similar voluntarily incurred illnesses or injuries) subject to determination of eligibility.

##### **B. Administration**

1. The Sick Leave Bank shall be administered by the Sick Leave Council in conformance with the regulations set forth in this agreement.
2. The Sick Leave Council shall be composed of two (2) administrators/directors appointed by the Board and two (2) teachers appointed by the L.E.A. Members of the Sick Leave Council shall be members of the Sick Leave Bank, with the exception of an administrator appointed to represent the district office.
3. In the event of a tie vote by the Sick Leave Council, the Superintendent of Schools or his designee shall cast the deciding vote.
4. The Council shall annually review and/or revise the guidelines, rules, regulations, and reporting procedures necessary to implement the Sick Leave Bank.
5. The guidelines, rules, and regulations shall be subject to approval of the Board of Trustees and the Lakeland Education Association.
6. Upon being hired by the school district, Human Resources will offer the new employee the opportunity to sign up for the Sick Leave Bank. Acceptance or Denial will be documented.

7. Human Resources will keep track of the sick leave bank membership and number of days accrued. A year end report will be provided to the Superintendent and the LEA president.

### **C. Eligibility**

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

### **D. Membership**

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

### **E. Enrollment**

1. All employees are to be offered membership into the sick leave bank upon employment in the district. Employees will enroll or deny membership on the sick leave enrollment form offered by the district.
2. The enrollment period shall be from the first day of school through August 31 each year.
3. The employee must donate one (1) day of personal sick leave to the Bank during the enrollment period to become a member and, if necessary, one (1) day whenever assessed by the Sick Leave Council to continue membership. Assessment will be on an equal basis and will be determined by the Sick Leave Council.

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

#### **F. Maximum Capacity**

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

#### **G. Maximum Withdrawal**

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

#### **H. Regulations**

The employee, or his/her designated person when the employee is incapable, shall secure written evidence from the School District's business office that (1) all accumulated leave has been used. The first two days of approved sick leave from the sick leave bank will be subject to a pay reduction equal to two days at the actual substitute daily rate.

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

33-1216.

2. The employee, or the designee when the employee is incapable, shall submit a written request on the appropriate form for the desired number of days to the Sick Leave Council. The request shall include reasons for the absence and be accompanied by the supporting documents listed above.
3. The employee, or his designee when the employee is incapable, shall secure written notice of the employee's "back to work" date. Also, if return to work shall be on a part-time basis, this must be specifically noted as well as any subsequent related visits to a doctor's office or medical facility during school hours.
4. Each unrelated prolonged illness or injury will be subject to a pay reduction equal to two days at actual substitute daily rate before the same employee is eligible to draw on the Sick Leave Bank again in the same school year
5. The Sick Leave Council shall make a final approval or disapproval of the request in full or in part in writing to the employee within five (5) working days of the receipt of the request and support documents.
6. If the employee's request is approved, immediate transfer of the approved number of days, in full or in part, from the Sick Leave Bank to the employee shall be made in writing to the District Office.
7. Grants will normally be retroactive. However, the Sick Leave Council may grant days in advance when the need is supported by appropriate medical evidence.

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

## **ARTICLE V: TEACHER WORKDAY DESCRIPTION**

### **V.1 Start and End Times**

The length of a typical work day is 7.5 hours, as referenced in Board Policy 5210. The length of a given work day may be shortened by the building principal, 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.

All Certified Staff will receive a consecutive 30-minute duty free lunch. Certified Staff may voluntarily utilize this time for student contact.

### **V.2 Prep Time**

All teachers will be granted one (1) prep time per day of at least 35 uninterrupted minutes for elementary and at least equal minutes to one class period taught for secondary.

- A. An exception is when the teacher agrees to give up his or her prep time to teach another section.
- B. Half-time certified instructors are expected to teach three (3) periods or three (hours) without being granted a prep time.

When a certified Students with Disabilities (SWD) instructor (SWD teacher, SLP, PT) believes it is not feasible to build a daily prep into his/her schedule, that instructor will meet with the building principal(s) and the SWD Director. If, after collaborating and it is determined that the current weighted caseload makes it impossible to include a consistent, daily prep time in the master schedule, the team may choose to do one of the following:

- Recommend to the Superintendent that an additional FTE or partial FTE is hired.
- Recommend to the Superintendent that additional para support is hired.
- Recommend to the Superintendent that the instructor be paid a stipend for working through his/her prep; the stipend shall be \$5500 (elementary) and \$8650 (secondary) for the year.



Class Coverage

- 1) Any teacher who, during their scheduled “prep period” covers another teacher’s class to allow that teacher to leave for an activity before the school day ends will be paid  $\frac{1}{2}$  of the current daily rate of pay for a **Guest Teacher (substitute)** per occurrence provided it is approved by the principal, and all District reporting requirements are met by both teachers.

**V.3 Emergency Closure Days or Delayed Starts**

Employees shall not be required to report to work on days which the administration and/or Board has declared an emergency closure day. If the administration and/or Board has declared a two-hour (2) delayed start, employees are not required to report until two (2) hours past their regularly contracted start time. If the Board chooses to make up these closure days at a later time, employees are required to perform their duties as part of the regular 190-day contracted period.

**V.4 Teacher Workdays**

The teacher workdays identified in the district calendar each year (Thursday prior to school starting, end of quarter workdays) shall be considered to be uninterrupted time for the teachers. No meetings at the district or building level shall be scheduled on these days. The only exception would be scheduling an emergency drill with the staff.

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

**Ratification:**

\_\_\_\_\_  
President, Lakeland Education Association

\_\_\_\_\_  
Date of Ratification

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
Date of Board Ratification