

NEGOTIATIONS
AGREEMENT

Between the

LAPWAI EDUCATION ASSOCIATION

An affiliate of the

IDAHO EDUCATION ASSOCIATION

And the

NATIONAL EDUCATION ASSOCIATION

And the

BOARD OF TRUSTEES

LAPWAI SCHOOL DISTRICT NO. 341

2014-2015

SIGNATURE COPY

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SECTION I

ARTICLE I

PURPOSE

The Lapwai Board of Trustees and the Lapwai Education Association do hereby agree to negotiate in good faith in the manner prescribed herein.

Nothing contained herein is intended to or shall conflict with the laws of the State of Idaho or abrogate the powers or duties and responsibilities vested in the legislature, State Board of Education, and the Board of Trustees of Lapwai School District No. 341. The School Board of Lapwai School District No. 341 is entitled without negotiation or reference to any negotiated agreement, to take action that may be necessary to carry out its responsibility due to situations of emergency or acts of God.

ARTICLE II
RECOGNITION

The Lapwai Education Association, having been duly elected by a majority of the professional staff members, is recognized by the Lapwai Board of Trustees as the exclusive bargaining agent for all certificated, non-administrative staff.

ARTICLE III
REPRESENTATION

For the purpose of representation, the Board of Trustees will be represented by up to three (3) persons designated by the Board.

The Lapwai Education Association will be represented by up to three (3) persons designated by the Association.

ARTICLE IV
PROCEDURES

Unless both parties agree to an alternate date, negotiations shall begin the first week of February.

- A. Regular negotiations will not be conducted during the school day.
- B. However, urgent negotiations can be scheduled by mutual consent. In that event, and if negotiations are scheduled during the school day, the negotiators shall be released from their regular duties without any loss of pay benefits.
- C. During any session, either party may request a caucus, not to exceed 30 minutes in duration. If needed, successive caucuses may be permitted.
- D. The date for the next meeting shall be determined before the close of each session.
- E. Non-verbatim minutes shall be maintained by the Board's representative at district expenses. These minutes shall be mutually approved by both team leaders and distributed to the members of each team within three (3) school days after each meeting. Minutes shall be jointly ratified at the following meeting.

INFORMATION:

Upon reasonable request and considering time limitations, the Board and the Association agree to furnish the other party with all information necessary to assist in the negotiations. Any data and documents needed before the first negotiations meeting will be provided to either team within ten (10) days or within a time period mutually agreed upon.

It is the responsibility of the School Board and the Association to delegate to the negotiations representatives the necessary power and authority to make and consider proposals, counter-proposals, and conclude tentative agreements. All agreements shall be considered tentative until ratified by both the School Board and the Association.

ARTICLE V

ITEMS OF NEGOTIATION

Items of negotiation shall be in accordance with Idaho Code.

ARTICLE VI

DISPUTE RESOLUTION PROCEDURES

The process for negotiations and any disputes, need for mediation or failure to reach an agreement shall be done in accordance with the Idaho Code.

ARTICLE VII
DISTRICT RIGHTS

The Board of Trustees of Lapwai School District No. 341 shall have powers and duties dealing with school operation, in accordance with Idaho Code 33-512 or other Idaho Code sections as may apply, or any legislation pertinent to school operations.

SECTION II

ARTICLE I

GRIEVANCE PROCEDURE

1.1 Definitions

1. Any claim by the Association, any employee, or group of employees that there has been a violation, misrepresentation, or misapplication of any established policy of the Board, or the employee's rights to fair treatment, shall be a grievance.
2. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school year, time limits shall consist of all weekdays in order that the matter may be resolved before the close of the school year or as soon thereafter as is possible. School days for the purpose of the grievance procedure shall mean teacher employment days.

1.2 Rights to Representation

The grievant shall be entitled, but not required, to have at least one Association member present at any meeting, hearing, appeal or other proceeding relating to a grievance, which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the supervisor and having the grievance adjusted without intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.

1.3 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, the building representative may accompany the teacher to assist in the formal resolution of the grievance. If, however, such informal processes fail to satisfy the grievant, the grievance may be processed as follows:

1. The employee or the authorized Association representative may present the grievance in writing to the supervisor immediately involved, who will arrange for a

meeting to take place within five (5) days after receipt of the grievance. The authorized Association's representative, the aggrieved employee, and the immediately involved supervisor shall be present for the meeting. The supervisor

2. shall provide a written answer to the grievance to the aggrieved employee and the authorized Association representative within five (5) days after the meeting. The answer shall include the reasons for the decision.
3. If the grievance is not resolved at Step No. 1, then the employee or authorized Association representative shall refer the grievance to the Superintendent or the Superintendent's designee within six (6) days after the receipt of the Step No. 1 answer, or within eight (8) days after the Step No. 1 meeting, whichever is later. The Superintendent will meet with the employee and the authorized Association representative within five (5) days of the receipt of the appeal. Upon conclusion of the review, the Superintendent will provide a written decision with reasons within five (5) working days.
4. If a grievance is not resolved at Step 2, then the employee or authorized Association representative shall refer the grievance to the School Board within thirty-five (35) days after the receipt of the Step 2 answer. The Board shall meet with the employee and the authorized Association representative. Each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. The Board shall have ten (10) days in which to provide a written decision with reason to the Association.
5. If the grievant is not satisfied with the disposition of the grievance at Step No. 3 or the time limits expire without the issuance of the Board's written reply, the employee or authorized Association representative may submit the grievance to advisory arbitration under the American Arbitration Association. If a demand for arbitration is not filed within thirty (30) days of the date for the Step No. 3 answer, then the grievance shall be deemed withdrawn.

(1) Neither the Board nor the employee or authorized Association representative shall be permitted to assert any grounds or evidence before the arbitrator, which has not previously been disclosed to the other party.

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(2) The arbitrator shall have no power to alter the terms of this policy.

(3) Each party shall bear the full costs of its representation in the arbitration.

- (4) The cost of the arbitrator and the AAA shall be divided equally between the Board and the Association.
- (5) If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the employee or authorized Association representative.

1.4 Right to Representation by Grievant

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and no employee shall be required to discuss any grievance if the Association's representative is not present.

1.5 Right to Representation by Association

When an employee is not represented by the Association, on the employee's request, the Association shall have the right to have its representative present to state its views at any stage of the grievance procedure.

1.6 Grievance Investigation

The Board and the administration shall cooperate with the Association in its investigation of any grievance.

1.7 Non-Reprisal Clause

No reprisals of any kind shall be taken against any party as a result of participation in the grievance process.

1.8 Release Time for Grievance Administration

The District will attempt to schedule grievance hearings outside the school day, whenever practicable.

1.9 Grievance Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

1.10 Withdrawal of Grievance

A grievance may be withdrawn at any level without establishing a precedent.

SECTION II

ARTICLE II

LEAVES

2.1 Sick Leave

1. Each professional employee shall be credited with twelve (12) days of sick leave allowance per year, accumulated at the rate of one (1) day per month during the contract year.
2. Professional employees employed on a part time basis or for part of a school year will receive a pro-rated portion of the annual sick leave.
3. The unused portion of such allowance shall be accumulate without limit.
4. Sick leave is to be used for absences caused by personal illness or emotional upset caused by accident or illness, or circumstances which render the employee incapable of carrying on his or her teaching duties, including child bearing.
5. Professional employees shall be allowed to use sick leave when such absence is due to personal attendance required by the illness of a member of the employee's immediate family. For purposes of this section, immediate family is defined as any of the following: spouse, children, parents, brothers, sisters, grandparents, grandchildren, or any other relative living in the employee's domicile on a long-term, permanent basis.
6. After three (3) days absence, a doctor's statement may be required by the Superintendent as proof of illness, provided, however, a doctor's statement may be required at any time if sick leave abuse is suspected.
7. sick leave record keeping will be done on an hourly basis.

2.2 Personal Leaves

Personal leave shall be granted the professional employee at the rate of three (3) days per year. Personal leave may be taken as full or half days at the discretion of the professional employee. Up to two (2) unused personal leave days may be carried over to the next year, with a maximum accumulation of five (5) days per year.

2.3 Extended Leave

After six (6) years of service to the District and at intervals of six (6) years thereafter, the employee shall be granted a leave of absence without pay for one (1) year. The employee shall notify the District in writing of his/her intention to return by May 1st. Failure to meet the May 1st deadline will be considered a resignation. Upon return from such leave, the professional employee shall be guaranteed the same position held prior to the commencement of the leave. All rights of tenure, retirements, accrued sick leave, salary increments and other benefits provided herein shall be preserved and available to the professional employee upon his/her return to the District.

2.4 Bereavement Leave

1. Professional employees shall be allowed to use bereavement leave when such absence is due to personal attendance at the funeral of a member of the employee's immediate family. For purposes of this section, immediate family is defined as any of the following: spouse, children, parents, brothers, sisters, grandparents, grandchildren, aunt, uncle, cousin, niece, nephew, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any other relative living in the employee's domicile on a long-term permanent basis.
2. One (1) day leave per year with full pay will be allowed for a Professional Employee to attend a memorial service in the case of the death of a close friend or member of that friend's immediate family.
3. Bereavement leave shall be allowed, in normal circumstances, up to five (5) days per year, non-cumulative. Under special circumstances, on a case-by-case basis, the Superintendent may allow an additional two (2) days, which days shall be deducted from sick leave.

2.5 Professional/Association Leave

1. Teachers shall be excused to attend meetings within their area of responsibility that are called by the State Board of Education and/or by the State Superintendent of Public Instruction when approved by the building and/or program administration, or to attend regularly scheduled meetings of the Idaho State Education Association.
2. Cost of the substitute shall be paid by the District. Reimbursement for necessary and actual expenses shall be in accordance with District policy.
3. Consideration to attend other educational meetings shall be given by the administration and/or Directors upon request.

ARTICLE III

FRINGE BENEFITS

3.1 Life Insurance

The Board agrees to provide a life insurance benefit of at least \$40,000, including accidental death and dismemberment, for the professional employee. This is without cost to the employee and is in addition to fringe benefit pool benefits.

3.2 Fringe Pool

- A. The District shall establish a fringe benefit pool for all certified employees.
- B. The District shall contribute \$4.96 per hour for school year 2014-2015 based on 1,520 hours for a full time 190-day contract. Part-time employees will be pro-rated based on hours of employment. Part-time employees below 20 hours per week are not eligible for the fringe pool.
- C. As part of the fringe benefit pool, the District shall provide to the certified employee a deductible medical insurance coverage including hospital-surgical-major medical coverage as per eligibility. Also as a part of the fringe benefit pool, the District shall provide to the certified employee a dental insurance plan including regular care, prosthetics, and surgical care. These medical and dental insurance coverages are a mandatory benefit for the certified employee. Employees must provide proof of coverage by September 30th of each year in order to continue receiving the fringe benefit.
- D. Each certified employee shall allocate the balance of the sum contributed to his/her pool after the mandatory health insurance and dental insurance among the various fringe benefits offered in the pool. The optional benefits offered in the pool shall be:

Health and Dental

Spouse Only

Spouse and One Dependent

Spouse and Two or More Dependents

Dependent Only

Two or More Dependents

Life
Spouse and Dependent Coverage
Section 79
Medical Supplement
Cancer
Vision

- E. Should the certified employee choose benefits for which the premiums exceed the District's contribution, the employee shall authorize a payroll deduction to pay the excess amounts.
- F. Should the certified employee choose benefits for which premiums are less than the District's contribution, the difference shall be added to the employee's gross salary. It is understood that this amount added to the employee's gross salary is subject to federal and state taxes. Social Security, and retirement withholding.

ARTICLE IV

PERSONNEL

4.1 Teacher Work Day

The term of contract for employees shall be one hundred ninety (190) days (maximum one hundred eighty (180) student days). Any extension of the term of contract shall be paid in full day increments and be paid at the rate of one-one hundred ninetieth (1/190) of the regular salary of the employee. The maximum daily hours of work for employees shall be 465 continuous minutes and shall include a minimum of thirty (30) minutes continuous, duty-free lunch period. No more than 375 minutes shall be student contact time.

The teaching staff will receive one full day at the end of each quarter to be used in preparation of grades for report cards and conferences. The hours of work for all professional employees shall be 8:00 a.m. to 3:30 p.m., four (4) days a week, with the exception of days on which staff meetings are held, grades are prepared, and staff in-service days. Sixty (60) minutes will be used for collaboration on Wednesday mornings from 7:00 a.m. to 8:00 a.m. The hours of work for all professional employees on Wednesdays shall be 7:00 a.m. to 3:30 p.m., with the exception of days on which staff meetings are held, grades are prepared, and staff in-service days.

Assignment of students for a new school year to classrooms and schedules shall be done in a fair and equitable manner to promote a variety of strengths, needs and equal numbers of each classroom. The Administration shall make reasonable effort to ensure that assignments are made collaboratively, considering such issues as special needs, behavior, attendance and academic levels. Collaborative input may include regular and special education staff, para-educators, teaching specialist and administrators.

In the event of a change in the student day, the Association will be informed of such change and given an opportunity to respond, provided, however, that exceptions to this section may occur in the event of emergencies or acts of God.

The District shall make every reasonable effort to increase the amount of collaboration time available to professional employees within the normal work day.

The District shall make every reasonable effort to ensure equitable workload distribution and student contact time amongst staff members.

4.2 Just Cause

No professional employee shall be disciplined, reprimanded, reduced in rank or compensation, nonrenewal, dismissed, terminated, or deprived of any professional advantage without just cause.

4.3 Vacancies

Once a vacancy for a position within the district has been announced, all persons applying for the announced position will be sent an application and job description, or referred to our website. All letters of inquiry about possible positions within the district will be filed, and if a position becomes open in this area, an application and job description will be sent to them during the current hiring year.

Notice of all certified vacancies shall be posted for five (5) days in all school buildings as they occur or as they are anticipated. All staff currently employed in a certified position shall be given five (5) days to make applications. Classified staff holding a certificate may apply and be considered along with the outside pool. No position shall be filled until properly submitted applications are considered. The district may simultaneously advertise open positions, providing first consideration to highly qualified in-house candidates.

A definite deadline for the acceptance of applications will be included with the job description for the vacant position. Applications received after the cutoff date will NOT be considered. Applicants are responsible for having their credentials on file with the district no later than five (5) days after the closing date for accepting applications.

4.4 Evaluation

1. Evaluation procedures and methods will be in accordance with state statutes.
 - (1) Certified employees who are employed on a renewable contract will have at least one evaluation done prior to May 1st, with at least one documented observation taking place prior to January 1st.

- (2) Certified employees who are employed on a category 1, 2, or 3 contract will be evaluated at least once each semester.
 - (3) The results of evaluations mentioned above shall be made a matter of record in the employee's personnel file.
2. The Board of Trustees shall establish criteria and procedures for the supervision and evaluation of certified employees in accordance with general guidelines approved by the State Board of Education. However, in accordance with the agreed upon provision between the Lapwai Board of Trustees and the Lapwai Education Association, teachers being evaluated will be given 48 hours notification before the formal evaluation, unless waived by the teacher evaluated and the school district evaluator. Evaluations shall be given in accordance to Idaho Code 33-514 and 33-515 as established procedures by the Board of Trustees. The evaluations will be conducted by the principal, Director of Special Education or Superintendent as may apply, who may access professional expertise if necessary.
3. Special consideration will be asked of the evaluator by the Board of Trustees in regards to the following:
 - (1) Timing and notification of evaluation (at least 48 hours notification unless waived) as agreed upon by the teacher and evaluator.
 - (2) Subject matters, goals and objectives for the day of the evaluation will be given special consideration as to being (or not being) an acceptable day and time for evaluation.
4. Within the first five (5) days of the school year, teachers will be advised in written form of the evaluation procedure and shall be provided a copy of the instrument that will be used during the evaluation period.

4.5 School Calendar and In-service Training

The school calendar shall be set by the Board of Trustees, following consideration of recommendations by the superintendent and staff.

- A. The Calendar Committee shall meet at least twice a year specifically to solicit input and develop school calendar options. No more than two (2) options shall be presented to the Board of Trustees for their consideration and adoption.

- B. Leadership Teams and Professional Learning Communities, acting as a committee, shall survey staff and solicit any other appropriate input regarding in-service training.

4.6 Use of School Mail, Electronic Means, and Bulletin Boards

Electronic mail (e-mail) is defined as a communications tool whereby electronic messages are prepared, sent and retrieved on personal computers. On-line services (i.e. the Internet) are defined as a communications tool whereby information, reference material and messages are sent and retrieved electronically on personal computers.

Because of the unique nature of e-mail/Internet, and because of the District's desire to protect its interest with regard to its electronic records, the following rules have been established to address e-mail/Internet usage by all employees:

The District e-mail and Internet systems are intended to be used for educational purposes only. No district employee may use the District's e-mail or Internet systems for the promotion of election or political campaigns, issues dealing with private or charitable organizations or foundations or ballot issues, as well as for advertisement, solicitation or engagement in private business activities or enterprises for ones self or on behalf of others. However, use for other informal or personal purposes is permissible within reasonable limits. All e-mail/Internet records are considered District records and should be transmitted only to individuals who have a need to receive them. Additionally, District records and e-mail/Internet records are subject to disclosure to law enforcement or government officials or to other third parties through subpoena or other process. Consequently, employees should always ensure that the educational information contained in e-mail/Internet messages is accurate, appropriate and lawful. E-mail/ Internet messages by employees may not necessarily reflect the views of the District. Abuse of the e-mail or Internet systems, through excessive personal use, or use in violation of the law or District policies, will result in disciplinary action, up to and including termination of employment. District computers as well as all activity taking place on those computers are subject to District review and accessibility. Accordingly, there is no privacy and no expectation of privacy in any employee's use of a school District computer and such can be accessed and reviewed by District Administrative personnel or at the request of District Administrative personnel at any time, with no notice or consent.

While the District does not intend to regularly review employees' e-mail/Internet records, employees have no right or expectation of privacy in e-mail or the Internet. The District owns the computer and software making up the e-mail and Internet system and permits employees to use them in the performance of their duties for the District. E-mail messages and Internet records are to be treated like shared paper files, with the expectation that anything in them is available for review by the Superintendent.

The Lapwai Education Association will have the right to place notices, circulars, and other material on designated school bulletin boards, electronic means, and/or teachers' or administrators' mailboxes relating to Association business and not derogatory to the School District and/or its personnel.

ARTICLE V

PROFESSIONAL COMPENSATION

5.1 Salary Schedule

Progressive index with a base of \$30,954 for 2014-2015. The schedule is page 23 of this Agreement.

5.2 Recognition for Additional Preparation

1. Additional preparation that may add to the professional ability of the teacher, earned after the conferring of the Bachelor degree, shall be considered for initial placement and/or advancement on the salary schedule. The following guidelines exist for placement and advancement purposes and are contingent upon approval of the Superintendent.
 - a. For placement or advancement on the BA portion of the salary schedule, the following are considered: all academic credits and workshop activities for which credit is earned. Course-work may be graduate or undergraduate for movement on the BA+15, BA=30 and BA=45 steps.
 - b. For placement on or advancement to the Masters step on the schedule, proof of completion of a masters program appropriate to the field of education must be provided to the district office.
 - c. For advancement on the Masters portion of the salary schedule, the following is considered: all academic or workshop credits at the 400's level and above.
 - d. Recognition of credits for the initial placement on the salary is based upon credit received after initial teacher certification.
2. A Credits Committee consisting of one Board member appointed by the District, who shall act as chairman; the Superintendent; the appellant teacher; and one certificated professional person of the appellant's choice shall review any credits refused under Item 5.2 at the appellant teacher's request and make recommendations to the Board of Trustees. The Board of Trustees shall make the final decision.

3. Documentation of additional professional preparation shall be submitted no later than thirty (30) days after the beginning of the school year in which the employee is ready to advance on the salary schedule. This documentation may be in the form of an official transcript, course grade slips, or an advisor's letter. In the event an appeal is made to the Credits Committee, it is incumbent on the Superintendent's office to turn over to the Committee any and all documents submitted by the employee. The employee shall have the right to submit any additional documents necessary to the Committee's evaluation of the credits.
4. All credits previously recognized and approved for placement on the salary schedule will not be denied by this contract. Any other credits the teacher would like to submit will be considered according to 5.2

5.3 Reimbursement for Credit

In order to remain current with the ever-changing techniques, innovations and curricula in education and to continue professional growth, the District will pay upon receipt of official transcripts(s), the tuition costs of up to three (3) credits per year, appropriate to the field of education, per professional employee. Maximum per credit cost will be the maximum per credit cost of the University of Idaho. The money available for credit reimbursement will be capped at \$5,000 per year, and is available on a first-come, first-served basis. Any significant reduction in available Impact Aid funding to the District will result in a reopening of Section 5.3 to negotiate over a successor provision.

**LAPWAI SCHOOL DISTRICT #341
SALARY SCHEDULE
2014-2015**

EXP	BA	BA+15	BA+30	MA BA+45	MA+15	MA+30	PHD or MA+45
0	30954	32037	33159	34319	35520	36764	38050
1	32037	33159	34319	35520	36764	38050	39382
2	33159	34319	35520	36764	38050	39382	40761
3	34319	35520	36764	38050	39382	40761	42187
4	35520	36764	38050	39382	40761	42187	43664
5	36764	38050	39382	40761	42187	43664	45192
6		39382	40761	42187	43664	45192	46774
7		40761	42187	43664	45192	46774	48411
8			43664	45192	46774	48411	50105
9			45192	46774	48411	50105	51859
10			46774	48411	50105	51859	53674
11			48411	50105	51859	53674	55552
12				51859	53674	55552	57497
13				53674	55552	57497	59509

ARTICLE VI

EXTRA CURRICULAR SALARY 2014-2015

6.1 Extra Curricular Salary

<u>Sport</u>	<u>% Base</u>	<u>Salary</u>
Football, Varsity	10	\$3,095
Football, Assistant	5	\$1,548
Football, Assistant	2.5	\$ 774
Football, Assistant	2.5	\$ 774
Volleyball, Varsity	10	\$3,095
Volleyball, Jr Varsity	5	\$1,548
Volleyball, Middle School	5	\$1,548
Volleyball, Middle School	5	\$1,548
Basketball, Girls Varsity	12	\$3,714
Basketball, Girls JV	8	\$2,476
Basketball, Girls C Squad	5	\$1,548
Basketball, Girls C Squad	5	\$1,548
Basketball, Girls MS	5	\$1,548
Basketball, Girls MS	5	\$1,548
Basketball, Boys Varsity	12	\$3,714
Basketball, Boys JV	8	\$2,476
Basketball, Boys C Squad	5	\$1,548
Basketball, Boys C Squad	5	\$1,548
Basketball, Boys MS	5	\$1,548
Basketball, Boys MS	5	\$1,548
Baseball	8	\$2,476
Baseball, Asst	5	\$1,548
Softball	8	\$2,476
Softball, Asst	5	\$1,548

<u>Sport</u>	<u>% Base</u>	<u>Salary</u>
Track	8	\$2,476
Track, Asst	4.5	\$1,393
Track, Asst	2.5	\$ 774
Track, Asst	2.5	\$ 774
Tennis	4	\$1,238
Golf	8	\$2,476
Cheerleader	10	\$3,095
Music, HS	3	\$ 929
Music, ES	3	\$ 929
Drama	3	\$ 929
Annual	3	\$ 929
District Athletic Director	24	\$7,429
ES Academic Comp Coach	3	\$ 929
ES Academic Comp Coach	3	\$ 929
MS Academic Comp Coach	3	\$ 929
HS Academic Comp Coach	3	\$ 929
Art Program Director	3	\$ 929

ARTICLE VII

EFFECT OF AGREEMENT

7.1 Duration

The provisions of this Agreement will be effective as of July 1, 2014, and will continue and remain in full force and effect until June 30, 2015.

7.2 Changes in Agreement

During this term, this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement, or as referenced in Section I, Article I, Paragraph 2.

7.3 Concurrence with Law

Should any part of the Agreement be found to be in conflict with either existing Idaho law or any enacted after ratification of this Agreement, portions of the Agreement which do not conflict with such laws shall be valid and binding upon the parties to the Agreement for the life of the Agreement.

7.4 This Agreement is signed this 16th day of June, 2014, and shall be binding upon the parties.

IN WITNESS THEREOF:

For the Association:

For the Board:

President

Chairperson

Secretary

Clerk/Treasurer

LAPWAI SCHOOL DISTRICT NO. 341

SICK LEAVE BANK NOTICE & ENROLLMENT FORM

CERTIFICATED EMPLOYEE:

DATE: _____

_____ I wish to join or remain a member of the Sick Leave Bank.

_____ I wish to withdraw my membership in the Sick Leave Bank.

Donation/Assessment Required: _____ Yes _____ No Number of Days: _____

THIS FORM MUST BE SUBMITTED TO THE DISTRICT OFFICE BY OCT 1st – NO EXCEPTIONS

SICK LEAVE BANK

The purpose of the Sick Leave Bank (hereafter referred to below as the Bank) shall be to provide certificated employees, who qualify by membership in the Bank, with additional sick leave days as needed to recover from personal illness which causes absence from work and loss of all accumulated personal sick leave. The Bank shall not be used as a reserve for time due to illness in the family, bereavement, elective procedures or for a purpose other than personal illness.

A. Administration:

The Bank shall be administered by the Sick Leave Council (hereafter referred to below as the Council) in conformance to the regulation set forth in this document. The Council shall be composed of the superintendent or designee and two (2) Lapwai Education Association members appointed by the LEA president.

B. Eligibility for Membership:

Membership in the Bank shall be extended to any certificated employee of the Lapwai School District.

C. Membership:

New certificated employees who donate one day (1) of sick leave to the Bank prior to October 1st shall be members of the Bank (hereafter referred to as member or members) and eligible for its services throughout the school year.

D. Donations and Assessments:

Donations and assessments to the Bank shall conform to the following regulations:

- 1) Bank members shall be assessed one (1) day of accumulated personal sick leave per school year, prior to October 1st, if the bank has fallen below the lesser of the maximum capacity indicators, as defined below. New Sick Leave Bank members shall be assessed a total of two (2) days of accumulated personal sick leave (one joining day and one assessment day) prior to October 1st, if the bank has fallen below the lesser of the maximum capacity indicators, as defined below.
- 2) Days donated to the 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.
- 3) A Sick Leave Bank member may withdraw his/her membership, at any time, by submitting a written request to the Committee. A member may not withdraw those days of sick leave already contributed to the Sick Leave Bank. The days remain the property of the Sick Leave Bank and cannot be transferred if a professional employee leaves the District or chooses to drop membership in the Sick Leave Bank.

E. Maximum Capacity:

The maximum number of days in the sick leave bank will be computed as follows: Full Time (FTE) certificated positions times two (2) days or one hundred ten (110) days, whichever is greater. An assessment from all Sick Leave Bank members shall be made prior to October 1st, pursuant to Section D above, if the number of Sick Leave Bank available days has fallen below the lesser of these two maximum capacity indicators as of August 1st of any year.

F. Maximum Withdrawal:

The maximum number of days that can be granted by the Sick Leave Council per request is twenty five (25) days or the maximum number of days available for first through third year Sick Leave Bank members, as outlined below, whichever is less. A member who is eligible for additional days may reapply for more days as needed beyond twenty five (25) days. The maximum number of days that shall be available for individual certificated employee use in any one (1) school year shall be as outlined below:

- 1) First year Sick Leave Bank member, 10 days
- 2) Second year Sick Leave Bank member, 15 days

- 3) Third year Sick Leave Bank member, 20 days
- 4) Fourth year Sick Leave Bank member, 25 days
- 5) Fifth year Sick Leave Bank member and beyond, 50 days

An individual employee may use no more than one hundred twenty (120) days from the Sick Leave Bank in any ten-year period.

G. Employee Use of the sick Leave Bank:

Members shall conform to the following regulations when requesting use of Bank days:

- 1) The member, or the President of the Lapwai Education Association (LEA), when the member is incapacitated, shall secure written evidence from the School District's business office that: he/she has used all of his/her accumulated leave.
- 2) The member, or the President of LEA acting for the member, shall secure written proof of illness from a licensed physician or qualified medical professional adequate to protect the district against malingering and false claims of illness as provided by Idaho Code 33-1216 and 33-1218.
- 3) The member, or President of the LEA acting for the member, shall secure written notification of the member's return to work date. If return to work is on half-day basis, the doctor must specify on the back to work notification. If prolonged illness requires subsequent related periodic visits to the doctor or medical facility during school time the doctor must specify. The certificated employee shall make every effort to schedule appointments before or after school. Such specified days shall be covered by the Bank provided the maximum number of days drawn does not exceed the maximum individual withdrawal as outlined in Section F above.
- 4) The President of LEA shall forward the above necessary documents to the Sick Leave Council in writing within three (3) days of receipt of items 1, 2 and 3 above.
- 5) The Council shall give full consideration to the licensed physician's or qualified medical professional's recommendations and shall make final approval or disapproval of the request in full or in part in writing to the member within three (3) days of receipt of items 1, 2, 3 and 4 above.
- 6) If the member's request is approved, immediate transfer of the approved number of days from the Bank to the member shall be made.

- 7) In the event of a recurring illness, the eligible Sick Leave Bank member, as stated in Section F, above, or the President of the LEA must reapply for every twenty five (25) days sick leave needed from the Bank.

H. Repayment of Days

A certificated employee who has been granted ten (10) or more sick leave bank days in any one school year, commencing with the 2010-2011 school year, shall be required to repay the Sick Leave Bank one (1) day for every ten (10) days used. Repayment days must be paid back in increments of no less than one (1) day per school year, assessed by October 1st, commencing in the school year following the grant. Repayment days do not count toward assessments. If the certificated employee opts out of the Sick Leave Bank, the employee will still be assessed the repayment days.

MEMORANDUM OF UNDERSTANDING

The parties acknowledge that the Board of Trustees will reimburse each certificated employee up to \$200 for the purchase of classroom supplies.

For the Association:

President

Secretary

For the Board of Trustees

Chairperson

Clerk/Treasurer