

# **LPOSD #84, Regular Board Meeting # 797**

Tuesday, May 13, 2025 5:00 PM

Lake Pend Oreille School District, District Office , 365 N Triangle Drive,  
Ponderay , ID 83852

## **I. CALL MEETING TO ORDER**

## **II. OPEN SESSION**

**Pledge of Allegiance**

## **III. APPROVAL OF AGENDA (Action Item)**

## **IV. ADMINISTRATION**

IV.A. Kootenai Elementary School Student  
Presentation - Principal Summer Tigert

IV.B. Washington Elementary School Student  
Presentation - Principal Natassia Hamer

IV.C. Financial Update - Chief Finance Officer  
Brian Wallace

IV.D. Superintendent Report - Dr. Becky Meyer

## **V. PUBLIC COMMENT**

**Anyone wishing to speak may sign up on the  
roster prior to the beginning of the meeting.**

## **VI. CONSENT AGENDA (Action Items):**

VI.A. Minutes

VI.A.1. April 8, 2025 - Regular Board Meeting  
#796

VI.B. Human Resources Report

VI.C. Payment of Bills

VI.D. Custodial Funds for Fiduciary School Fund  
Activity

## **VII. BOARD - ACTION ITEMS:**

VII.A. Permission to Solicit Request for  
Qualifications (RFQ) for Construct Manager  
(CM/GC) Services - CFO Brian Wallace

VII.B. Resolution 25-02 Energy Grant - CFO Brian  
Wallace

VII.C. Alternate Authorization Teacher to New  
for Adrienne Nelson - Sandpoint High School

VII.D. 2nd Reading of Policy (Action Items)

VII.D.1. 3255 Student Conduct (Revise)

VII.D.2. 3505 Concussion Management (Revise)

VII.D.3. 3505P Concussion Management (Delete)

VII.D.4. 3510 Administering Medicines (Revise)

VIII. **BOARD Non-Action:**

VIII.A. 1st Reading of Policy

VIII.A.1. 2300 Guidance and Counseling (Revise)

VIII.A.2. 2420 Title I Family Engagement (Review)

VIII.A.3. 4150 Accommodating Individuals with  
Disabilities (Revise)

VIII.A.4. 4160 NCLB Notice to Parents (Delete)

VIII.A.5. 4175 Required Annual Notices (Revise)

IX. **ADMINISTRATIVE ANNOUNCEMENTS**

X. **EXECUTIVE SESSION (Action Item):**

**Executive Session as provided for in Idaho Code, Title 74, Section 206, Subsection 1 (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student, and (j) to consider labor contract matters authorized under section 74-206A (1)(a) and (b) Idaho Code.**

XI. **RETURN TO OPEN SESSION (Action Item):**

XI.A. Student Matter

XI.B. Employee Matters

XI.C. Labor Contract Matter

XII. **ADJOURN (Action Item)**

**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 **for schools with grades K-8**
  - **1 day is a professional development day for schools with only grades 9-12**
  - **Any school conducting student-led conferences may choose to work the equivalent of 1.5 days on a Thursday and a .5 day on Friday if approved by a majority vote of the staff.**
- 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
  - **Either two days in October or 1 day in October and 1 day in April.**
- 1 certified preparation day **for grading** 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~~ **one of the nights of conferences is spread** throughout the week and the Wednesday and Thursday prior.
- 1 certified preparation day **for grading** at the end of the second quarter.
- 3 Flex Days
- 1 certified preparation day **for grading** at the end of the third quarter
- 1 certified preparation day at the end of the student school year
- 8 holidays

**1st Week of the Contract**

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.

**Parent/Teacher Conferences**

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 **contract** day for each respective building with the exception of the one night set aside specifically for evening conferences.

**With the permission of the building administrator, an elementary teacher may choose to offer blocks of time that extend into a second night as well. Regardless, Every elementary teacher shall offer one full night of conference times (considered to be 3:30pm to 6:30pm). Each elementary building shall have their respective teachers send out a block of conference times that meet the above conditions.**

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).

**All secondary schools shall offer two nights of conferences (3:30pm to 6:30 pm).**

## 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 **at least** 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 1<sup>st</sup> and 2<sup>nd</sup> 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.

## Extension of the Annual Contract

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

## **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. **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 or designee shall conduct the vote with access to the results granted to the LPOEA President and the appropriate administrator.**

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 **up to two (2) parent conference days nights** 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 **non-instructional part of the** contract day.

All required meetings (excluding the two (2) parent conference **days nights** identified above **and the one (1) open house**) shall be scheduled during the employee's regular **contract 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.~~ **The** additional 80 minutes shall come from a common prep time after school each day (**Monday-Thursday**). Meetings shall not be scheduled during the week of Parent-Teacher conferences at both the secondary and elementary levels.

**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.**

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 20<sup>th</sup> **1st** 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, **Sections A through D** of 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.~~ **Section D only applies if someone on the involuntary transfer list is qualified for the respective 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 OPENINGS:

1. **If a vacancy exists for a position that needs to be filled for the next school year, the** Principal shall notify in-building certified staff of ~~any~~ **the** 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. **If interested in the opening, A**n employee currently in a certified position, who meets **the** requirements (see In-Building Definition in Article I), will respond to the principal in writing within **the** three school days, ~~if interested in the opening.~~ **Principal determines which staff member, if any, will fill the school opening after discussion with interested staff.**
2. 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. **Certified staff shall indicate which position, if any, that they are interested in.** Appropriate contact information must be included. **If a vacancy occurs during the summer (defined as beginning the day after the**

last certified contract day), the administrator shall only need to reach out to the certified staff who indicated an interest in the specific position. Administrators may choose whether to contact directly by phone or through email. If by email, the position will be advertised for a minimum of five business days. If by phone, the administrator may make a decision on the vacancy immediately after contacting all those that wished to be notified of the respective position. Principal determines which staff member, if any, will fill the school opening after discussion with interested staff. If requested by the administrator, Human Resources may begin the voluntary transfer process simultaneously with the in-building opening. ~~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.~~

3. ~~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.~~ **In-building openings that occur during the certified contract year in which the position needs to be filled, shall close at the end of the next contracted day after the request has been sent. Principal determines which staff member, if any, will fill the opening after discussion with interested staff. If requested by the administrator, Human Resources may begin the voluntary transfer process simultaneously with the in-building opening as well as an in-district posting or an in-district and out of district posting.**
4. An employee who is less than 1.0 FTE is ~~only~~ eligible to expand their FTE through an in-building transfer **opening** 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
5. ~~Principal determines which staff member, if any, will fill the school opening after discussion with interested staff. If more than one in-building employee is interested, formal interviews may be conducted.~~
6. **The in-building opening must be sent by 12:00 pm in order for that day to count toward the number of days a position must remain open.**
7. If movement creates a new opening, the above process ~~will~~ **shall** 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 (**due to no longer having the necessary number of positions**), 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~~ **of any vacancies in the district. If a position is for the following school year, those that are interested shall have three school days to respond to the request. If the vacancy occurs during the summer, those that are interested shall have five business days to respond to the request.** If a vacancy occurs during the certified contract year in which the position needs to be filled, **those that are interested shall have until this period may be shortened to shall close at the end of the next business contracted day after the request has been sent to respond to the request.** The names **of those interested** 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. **Interviews may be conducted at the request of the superintendent or building administrator.**

D. 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~~ **fewer** 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 1<sup>st</sup>, 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 1<sup>st</sup>). 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 15<sup>th</sup>.

#### **E. 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 20<sup>th</sup> 1<sup>st</sup>. The Superintendent, after consulting with the affected administrators, may switch the teaching assignments of the employees. Employees must confirm a continued interest.

#### **F. 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.

#### **G. 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.

### **ARTICLE 6** **CLASS SIZE**

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

|            |                        |
|------------|------------------------|
| <b>K-1</b> | <b>20 23</b> per class |
| <b>2-3</b> | <b>23 26</b> per class |
| <b>4-6</b> | <b>26 28</b> per class |
| <b>5-6</b> | <b>30 per class</b>    |

**7-12** 145 case load **(with the exception of PE and Music)**

~~Methods to be considered by the district may include, but are 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.~~ **Methods to address class sizes** ~~be considered by the district may include, but are 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.~~ **Building level meetings may also 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.

In the event that the above class size numbers are exceeded **by 3 or more per class**, employees are **entitled to an additional leadership stipend (equal to four times the retired certified substitute rate) or an additional paid day off each quarter (in order to grade and otherwise prepare for the class). The employee may choose which option they prefer.**

**If a class is near, at, or slightly above the numbers listed in this article and includes unique circumstances, staff are encouraged to notify their administrator of any concerns of those unique circumstances. That information shall be relayed to the district leadership team. It shall then be determined whether any of the additional support listed above is warranted.**

Special Education teachers whose caseloads are comparatively high are encouraged to **notify their administrators of their concerns** ~~do the same.~~ **The guideline for Elementary BEACON is a weighted caseload of 60 and for all other programs is a weighted caseload of 65. Weighted caseloads above those amounts shall be reviewed for potential additional support** ~~Building level meetings may be called in order to make recommendations on how to best address any issues.~~

~~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 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.

**If the behavior includes threats or actual physical violence toward a student/s and/or a staff member/s, the situation shall be evaluated for possible disciplinary action. Input from the certified staff affected by the decision shall be included before any decision is made.**

**If the student has an IEP or a 504 and the behavior is considered a manifestation of their disability, the district may implement a forty-five (45) day placement in an interim alternative**

**educational setting (IAES) if the student has a weapons violation, drug violation, or has committed serious bodily injury.**

**The student may also be given a change of placement if the parent and school district agree, the district obtains an order from a hearing officer allowing a change in placement to an IAES for dangerous behavior, or the district obtains a Honig injunction from a court.**

## **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 **without reaching the twenty (20) consecutive workdays.**

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 be 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 **at** 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. **A roving building substitute may be hired for a particular building/s. That individual would be paid the same rate as a retired substitute. However, they would have the benefit of being guaranteed a position every day and would be entitled to 5 paid sick days.**
- E. ~~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~~ **March**. 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 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 (**servicing in a professional capacity**) of their choosing to attend the meeting. **An employee shall have a reasonable amount of time to obtain a representative or support person;** however, **in an emergency situation**, the employee's inability to ~~locate or identify~~ **obtain** such a 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~~ **36** Professional Leave.
- D. Verification of Completion of Equivalent In-Service (B-7) forms shall be provided at every district professional development that qualifies.

## **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 **if called for by LPOEA** 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.

**If for the birth or adoption of a child, use of family medical leave protection may be delayed until all paid Maternity/Paternity and personal leave is exhausted.**

**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.

**Maternity/Paternity leave shall be the first paid leave utilized by an employee for the birth or adoption of a child. An employee may use their Maternity/Paternity leave and personal leave prior to FMLA or concurrently with FMLA. Employees shall not be required to use their paid sick leave for maternity or paternity during FMLA.**

~~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.~~

**The sole purpose of Maternity/Paternity leave shall be for the care of the child. An employee may not otherwise be employed outside the district during this time nor may they use the leave to participate in activities (such as trips) not associated with the care of their child.**

~~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 1/2 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 **or in the following school year**. 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 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. **An application process shall be made available for those with extenuating circumstances. This application shall be reviewed by the building administrator and the district leadership team for possible approval.**

- 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~~ **shall** be cashed in at the end of the school year per the following guidelines:
  - 1. **Up to three (3)** ~~Two (2)~~ days per year may be cashed in. Employees will only be able to cash out a 3<sup>rd</sup> 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 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. **The Human Resource Director shall determine the duration of this leave based upon the information received from the employee and, if provided, an official medical recommendation.** 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 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~~ **\$20,000** 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 1<sup>st</sup> 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 (1/190<sup>th</sup>). In addition, contracted assignments that mirror the work performed in an 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 (1/190<sup>th</sup>).

**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~~

**The role of Principal Designee shall be posted in-building for three days before filled. Department Chairs shall be selected based on a majority vote of the respective department. No vote is necessary if only one individual is interested in the position.**

#### 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. **The** FTE's status will be rounded to the nearest ~~thousandth~~ **tenth**. 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 **plus any additional years of experience if the years are approved by the State Department of Education for placement on the state's career ladder.**
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.~~

**An employee who has never worked for Lake Pend Oreille School in a certified capacity shall be placed according to the new hire conversion chart (located on page...).** Once hired, Human Resources shall request verification of employment and evaluation information. The new hire shall receive a step 1 contract until that information has been provided to Human Resources. Upon verification, the employee's contract shall be adjusted accordingly.

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.):~~ **With the exception of nurses, Experience for placement on the salary schedule shall** will only be given for **verified** years at accredited public schools, **and/or** in an accredited private or parochial schools **(must be accredited in accordance with Idaho State Department of Education guidelines)**, 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.~~

**Instructional staff and pupil service staff may only count verified, accredited school experience that comes after their initial certification.**

**However, hard-to-fill positions (specifically, audiologists, occupational therapists, physical therapists, psychologists, and speech-language pathologists) may count verified, accredited school experience that is prior to initial certification as long as that experience is after the employee earned the applicable license and such license was all that was required for them to work in each prior respective school.**

**In all cases, for experience to count it may not be as an outside contractor.**

Individuals hired as nurses may also count ~~prior~~ **verified** nursing experience toward placement on the salary schedule **that is not from a school setting** (utilizing the new hire conversion chart). Experience must still be verified in order to count toward placement.

**A maximum of 12 years of experience shall be granted. Certified employees who previously worked for LPOSD in a certified capacity may qualify for more than 12 years if they meet the conditions outlined in section C of this article.**

- F. Part-time **instructional** employees' pay shall be prorated based on the number of hours they teach in relation to the number of hours full-time employees teach within that building. **Part-time pupil service employees' pay shall be prorated based on the number of hours they work as compared to a full-time employee in the same position.**

*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~~ **\$1,500** 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 **20 of those years served in the Lake Pend Oreille School District** or 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.

Extracurricular Page:

Addition of the following three stipends:

International Relations–High School Level – \$1,805

Math Counts–Middle School Level – \$902

Battle for the Books–Middle School Level – \$902