

LAKELAND JOINT SCHOOL DISTRICT #272

Negotiations Procedural Agreement

This agreement is entered into by the Board of Trustees of Lakeland Joint School District #272 and the Lakeland Education Association.

Representative Organization: The Board recognizes the Association as the exclusive representative organization of all certificated employees, excluding the superintendent, assistant superintendent, principals, assistant principals, and central office personnel who teach less than half-time so long as more than 50% of the certificated staff designates the Association as their representative organization. Proof of majority representation shall be provided in written form by the Association when requested by the Board or its designee. The Board or its designee may call an election to determine the representative organization any time during the school term, provided, however, that no election shall be held within 90 calendar days of a previous election. Said election shall be a secret ballot election, solely conducted and certified by the Board Chairman and Association President. Voting shall be held in the District and numbered ballots shall be used. Costs for the election shall be paid by the Board.

Negotiable Items: The Board and the Association agree to negotiate contracted teachers' salary schedule and provisions, extra-curricular salaries, insurance benefits, leaves, grievance procedure for negotiated items and, after January 1, 1982, amendments to the Negotiations Procedural Agreement.

It is agreed that salary schedule, insurance benefits, and up to four (4) other negotiable items (from the Negotiations Procedural Agreement) may be negotiated, with the exception of any item previously negotiated for continuing multiple years. It is agreed that a list of items that each team intends to negotiate will be presented at the initial "meet and confer" meeting. This does not preclude multiple year agreements.

District/LEA Committee: To help facilitate improved communication, the District and the LEA agree to form a joint committee to discuss, review, and seek common solutions regarding "working condition" issues, including, but not limited to, duty, prep time, work day, work year, committee work, job descriptions, and transfers. Items discussed are not negotiable, but may be considered as "meet and confer" items.

The Superintendent and the LEA President will be members of the committee. They will each appoint two additional members for a total of six. The committee will meet monthly during the school year, except in emergency situations. The Superintendent and the LEA president and will be able to add items to the agenda.

Exchanging Proposals: Both parties agree to meet on or after January 15 each year to exchange proposals. Additional proposals may not be submitted after the first meeting except by mutual consent of both parties.

Sessions: Negotiation sessions will be held in the district office at times mutually agreed to. Meetings shall be limited to two hours (including caucus time) unless extended by mutual

consent. Meetings will be held in closed session. Electronic recording devices shall not be allowed.

Teams: The negotiation teams of the Board and the Association shall each consist of a maximum of four persons. Each team may appoint up to two alternates. The alternates may fill in for a team member if the team member is absent from a negotiation session. At no time shall either member have more than four members present at a negotiation session.

Ratification: Tentative agreements shall be signed by the individuals designated by each party. Agreements are tentative until ratified by the Board and the Association.

Board Rights: The Board retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon or vested in it by the laws and Constitution of the State of Idaho. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Idaho.

Impasse: Unless an extension is agreed upon by both parties, impasse shall be declared if agreement has not been reached by May 1 or if either party declares impasse prior to May 1.

Mediation: If negotiations have reached impasse, either party may request mediation. If neither party requests mediation within ten (10) calendar days after impasse, the Board will render a decision on the issues which remain in dispute.

If mediation is requested, both parties shall agree upon a mediator. If the parties cannot reach agreement upon a mediator within ten (10) calendar days of the request for mediation, such person shall be appointed by the Federal Mediation and Conciliation Service.

Mediation shall be concluded within ten (10) days after the first official mediation session. In the event that agreement is not reached on all issues that have been referred for mediation, either party may call for fact-finding. If neither party requests fact-finding within ten (10) calendar days after the conclusion of mediation, the Board will render a decision on such items.

The costs and expenses of the mediator shall be shared by the Board and the Association.

Fact-Finding: If fact-finding is requested by either party, the Federal Mediation and Conciliation Service will be requested to designate a fact-finder. Within ten (10) calendar days after receipt of the recommendations of the fact-finder, the Board will render a decision.

The costs and expenses of the fact-finder shall be shared by the Board and the Association.

Duration: This agreement shall become effective upon the signatures of both parties and shall remain in full force and effect until December 31, 1981. It will then be automatically renewed on an annual basis as presently written or as amended after January 1, 1982. Either party may

terminate this entire agreement by giving written notice to the other party of their desire to have the same terminated and such notice must be given not less than thirty (30) nor more than ninety (90) days prior to December 31.

Duration of annual agreements: All annual agreements shall be effective with the first teacher contract day of the officially adopted calendar and continue through the day preceding first teacher contract day of the officially adopted calendar of the following year.

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

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

Date

Chairman, Board of Trustees

Date

President, Lakeland Education Association

Original agreement approved by the Lakeland Education Association and the Lakeland School District Board of Trustees on April 28, 1980. Amended by agreement August 14, 2006 and October 13, 2008.