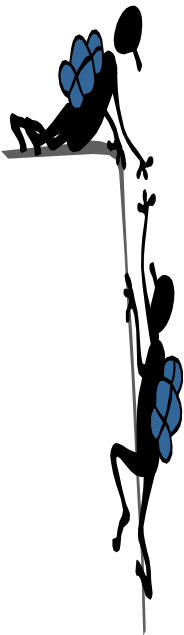


The LEA Insider



From December 1, to December 18, 2009, the LEA Member Rights UniServ Director provided the following services to members (in no priority order):

- Met with and advised a member re: concerns at their site and working with the site's administration
Advised and guided a member through the process of requesting donated leave
Advised a member and consulted with LPS HR re: borrowed leave [See LEAdvocate # 7 for further information on borrowing leave.]
Advised a member as per the assignment rights related to health issues and represented member in a meeting at LPSDO with Risk Management and HR
Met with, advised, and then represented a member at LPS HR re: job performance concerns
Advised a member re: transporting students in the member's personal car [Even with parental permission, LEA advises members that transporting students in personal automobiles leaves the member open to liability and potential accusations that do not merit assuming the risk].
Secured legal assistance for a member with the NSEA law firm
Continued to advise a member on NPC (Notice of Performance Concern) 2
Advised a member who has been placed on NPC 1
Continued to advise a member re: job performance concerns that are now at the District level
Advised a member re: medical condition and LPS Risk Management requests
Continued to work with members at a site re: responsibilities and pay issues
Met with the staff at LEA, NSEA, and LEA-PAC Co-Chairs
Presented at FR Council
Logged 28 confidential phone calls with members and potential members.
Had 4 confidential one-on-one meetings with members.
E-mails from members were answered throughout winter break.

Those Pesky (But Delicious?) Snow Day Closings, Leave, and Contractual Obligations

In December LPS had the rare occasion to call off school for three days in a row (December 8-10) due to inclement weather. Whenever we have a snow day, the question always arises, "If I was scheduled to be on leave and we had a snow day, will I still be charged leave for the snow day?"

The answer to this question lies in the LPS Personnel Handbook:

"EE. Inclement Weather Days

"Staff members who are on a leave status the day before the storm emergency and continue in that same status the day after the emergency will be considered on leave during the emergency day. A person on leave the day before the inclement weather day and who reports back to work the day after the inclement weather will not be charged a leave day for the emergency."

Further, the LEA-LPS Professional Agreement, Article 5, Section 5 states:

"Certificated employees will not be required to make up the first two student days canceled due to inclement weather in each contract year. Nothing in this paragraph shall prevent the District from scheduling sufficient instructional hours to meet the requirement of the Nebraska statutes."

This language does not necessarily mean that LPS will require the makeup of time since the District was closed for more than two days. Currently, LPS exceeds the State Department's requirement for student hours and there could be as many as five days of school closings before LPS would have to consider making up time. It has long been the philosophy of the Lincoln Public Schools that LPS does not meet

Continued on reverse side...

just the minimum requirements as established by the state and the *LEA-LPS Professional Agreement* reflects that philosophy and pays teachers for working more days than the state requires.

**Members should be aware that closing for snow days and having more student time than required by the State of Nebraska built into the LPS school calendar has no effect upon the number of days certificated employees are contracted to work for the year.**

Certificated employees are under contract for 191 days for 2009-2010. If LPS closes for a snow day(s), those are, in effect, paid days off for certificated staff (although in addition to shoveling snow, we know a lot of you were still working on school related work during the days we were closed). If LPS does not close and utilize the up to five extra days of instructional time built into the calendar, that does not mean employees should expect that school should close earlier than scheduled in June or that somehow employees are working more days than they need to be when school isn't closed for inclement weather. *Even without a single snow day*, employees are expected to report for duty for 191 contract days (barring the use of negotiated, individual leave options) and that is what the established calendar for 2009-2010 reflects.

**Bumper Sticker of the Month:**

**“All I ask is the chance to prove that money can't make me happy.”**

