



12-MED-03-0204  
2316-01  
k29099  
12/12/2012

---

---

**PROFESSIONAL NEGOTIATIONS**

**AGREEMENT**

---

---

Between the

**BOARD OF EDUCATION**

of the

**LABRAE LOCAL SCHOOL DISTRICT**

and the

**LABRAE TEACHERS' ASSOCIATION**

**AUGUST 29, 2012 - AUGUST 28, 2014**

## TABLE OF CONTENTS

ARTICLE		PAGE
<b>I</b>	<b>RECOGNITION.....</b>	<b>1</b>
<b>II</b>	<b>NEGOTIATIONS.....</b>	<b>1</b>
	A. Scope of Negotiations .....	1
	B. Meetings .....	1
	C. News Releases .....	2
	D. Tentative Agreement .....	2
	E. Caucus.....	2
	F. Agreement.....	2
	G. Mutually-Agreed-Upon Dispute Settlement Resolution.....	2
	G.1. Impasse/Mediation .....	2
	G.2. Fact-Finding.....	2
	G.3. Right to Strike .....	3
	H. Printing.....	3
<b>III</b>	<b>ASSOCIATION RIGHTS .....</b>	<b>3</b>
	A. Association Meetings .....	3
	B. Mailboxes .....	3
	C. Board Policy Book.....	3
	D. Notice of Board Meetings .....	4
	E. Bulletin Board .....	4
	F. Association Financial Security.....	4
	G. Individual Contracts.....	5
	H. Indemnification .....	5
<b>IV</b>	<b>MANAGEMENT RIGHTS.....</b>	<b>5</b>
<b>V</b>	<b>GRIEVANCE PROCEDURE.....</b>	<b>6</b>
	A. Purpose .....	6
	B. Definitions.....	6
	B.1. Grievance .....	6
	B.2. Association Grievance .....	6
	B.3. Grievant.....	6
	B.4. Day .....	6
	B.5. Filing of Association Grievance .....	6
	C. Level 1--Informal .....	6
	D. Level 2--Principal .....	7
	E. Level 3--Superintendent.....	7
	F. Level 4--Board of Education.....	7
	G. Level 5--Arbitration .....	8
<b>VI</b>	<b>INDIVIDUAL RIGHTS OF TEACHERS .....</b>	<b>8</b>
	A. Representation .....	8
	B. Non-Discrimination .....	8
	C. Telephone/Fax Use.....	8
	D. No Reprisals .....	9
	E. Mainstreaming/Inclusion .....	9
	F. Safe and Healthful Working Conditions.....	9

## TABLE OF CONTENTS

ARTICLE		PAGE
	G. Mileage Reimbursement.....	9
<b>VII</b>	<b>TEACHING CONDITIONS.....</b>	<b>10</b>
	A. Facilities .....	10
	B. Textbooks/Supplies .....	10
	C. Class Size .....	10
	D. Substitutes .....	11
	E. IEPS .....	11
	F. Auxiliary/Counseling Services .....	11
<b>VIII</b>	<b>VACANCIES, PROMOTIONS AND TRANSFERS.....</b>	<b>12</b>
	A. Vacancy Defined .....	12
	B. Involuntary Transfer .....	12
	C. Certification/Licensure Requirements.....	13
<b>IX</b>	<b>NOTIFICATION OF ASSIGNMENT .....</b>	<b>13</b>
<b>X</b>	<b>LENGTH OF SCHOOL YEAR AND SCHOOL DAY FOR TEACHERS .....</b>	<b>13</b>
	A. School Year .....	13
	B. School Day .....	13
	C. Lunch Period .....	13
	D. Planning/Preparation Time .....	13
	E. Calamity Days .....	14
	F. Achievement Testing.....	14
<b>XI</b>	<b>PERSONNEL FILES.....</b>	<b>14</b>
	A. One File .....	14
	B. Contents of File.....	14
	C. Accuracy/Relevance/Timeliness/ Completeness of File .....	14
	D. Privacy of File.....	14
	E. Notification of File Contents .....	14
	F. Failure to Provide Notice.....	15
	G. Examination and Copies of File .....	15
	H. Right to Rebuttal .....	15
	I. No Anonymous Material .....	15
	J. Right to Grieve.....	15
	K. ORC 3319.16 Material .....	15
	L. Other Disciplinary Material .....	15
	M. Removal From File.....	15
	N. Pre-Employment References .....	15
	O. Cost for File Copies .....	15
<b>XII</b>	<b>LEAVE PROVISIONS .....</b>	<b>16</b>
	A. Sick Leave.....	16
	B. Funeral Leave.....	17
	C. Personal Leave.....	17

**TABLE OF CONTENTS**

<b>ARTICLE</b>		<b>PAGE</b>
	D. Dependent Care Leave .....	18
	E. Assault Leave .....	18
	F. Professional Leave.....	19
	G. Extended Leave of Absence for Illness, Disability, or Personal Reasons .....	20
	H. School Business Leave .....	20
	I. Continuation of Insurances While on Unpaid Leave.....	20
	J. Family and Medical Leave .....	21
<b>XIII</b>	<b>REDUCTION IN FORCE .....</b>	<b>21</b>
	A. Reasons for Reduction in Force .....	21
	B. Notification to LTA President .....	21
	C. Attrition.....	21
	D. Seniority Lists.....	21
	E. Seniority Defined .....	21
	F. Order of RIF .....	22
	G. Recall from RIF.....	22
<b>XIV</b>	<b>CONTRACT RENEWAL PROCEDURE.....</b>	<b>23</b>
<b>XV</b>	<b>INSURANCE.....</b>	<b>23</b>
	A. Health Insurance .....	23
	B. Life Insurance.....	26
	C. Certificates of Insurance .....	26
	D. Insurance Contract Provided .....	26
	E. Continuation of Insurance on Unpaid Leave or On Recall List.....	26
<b>XVI</b>	<b>SEVERANCE PAY.....</b>	<b>26</b>
	A. Eligibility.....	26
	B. Formula for Benefit .....	27
	C. Schedule of Severance Payment.....	27
	D. Severance Elimination of Sick Leave.....	27
	E. Severance Payment Upon Death.....	27
	F. Calculation of Severance.....	27
<b>XVII</b>	<b>PAYROLL DEDUCTIONS AND PRACTICES .....</b>	<b>27</b>
	A. Pay Periods .....	27
	B. Payroll Deductions.....	28
	C. Direct Deposit.....	28
	D. Authorization Clause .....	28
	E. Supplemental Pay.....	29
<b>XVIII</b>	<b>SALARY SCHEDULES .....</b>	<b>29</b>
	A. Placement on Schedule .....	29
	B. Base Salary .....	29
	C. Supplemental Salaries.....	29
	D. Longevity Steps.....	30

**TABLE OF CONTENTS**

<b>ARTICLE</b>		<b>PAGE</b>
	E. Stipend .....	30
<b>XIX</b>	<b>PROFESSIONAL DEVELOPMENT REIMBURSEMENT .....</b>	<b>31</b>
<b>XX</b>	<b>EARLY RETIREMENT INCENTIVE PLAN.....</b>	<b>32</b>
<b>XXI</b>	<b>LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE.....</b>	<b>32</b>
<b>XXII</b>	<b>EMPLOYEE CHILDREN ENROLLMENT .....</b>	<b>32</b>
<b>XXIII</b>	<b>DISTRICT CONSOLIDATION, JURISDICTIONAL CHANGES AND TERRITORIAL TRANSFERS .....</b>	<b>32</b>
<b>XXIV</b>	<b>IMPLEMENTATION PROVISIONS .....</b>	<b>32</b>
<b>XXV</b>	<b>CONTRARY TO LAW PROVISION.....</b>	<b>33</b>
<b>XXVI</b>	<b>NO STRIKES.....</b>	<b>33</b>
<b>XXVII</b>	<b>DURATION OF AGREEMENT .....</b>	<b>33</b>
<b>XXVIII</b>	<b>SUBCONTRACTING OF WORK.....</b>	<b>33</b>
<b>XXIX</b>	<b>TEACHER EVALUATION REVIEW COMMITTEE.....</b>	<b>34</b>
	<b>SIGNATURES .....</b>	<b>35</b>
<b>APPENDICES</b>		
<b>APPENDIX</b>		
A	Grievance Procedure Form.....	36
B	Teachers Salary Schedule Indices.....	37
C	Teachers' Indexed Salary Schedule 2012-2014 School Years .....	38
D	Supplemental Schedule .....	39
E	Supplemental Salary Schedule 2012-2014 School Years .....	41
F	Tuition Reimbursement Form .....	43
<b>INDEX .....</b>		<b>44</b>

## **ARTICLE I- RECOGNITION**

The Board of Education of the LaBrae Local School District, (hereinafter referred to as the Board), recognizes the LaBrae Teachers' Association, an affiliate of the Ohio Education Association, Northeast Ohio Education Association and the National Education Association, (hereinafter referred to as the Association or the LTA), as the bargaining representative of the full-time and part-time certificated personnel employed by the Board excluding all administrators, aides and casual day-to-day substitutes.

## **ARTICLE II- NEGOTIATIONS**

### **A. SCOPE OF NEGOTIATIONS**

- A.1.** The parties agree at the expiration of the term of their contract to negotiate all wages, hours, terms and conditions of employment which affect bargaining unit members.
- A.2.** During the terms of this Agreement, the parties agree that State or Federal legislation, grants, or rules and regulations may be enacted or promulgated which affect wages, hours, terms and conditions of employment while this contract is in effect, and to that extent the parties agree to bargain, upon request, the effect of such actions.
- A.3.** It is understood that such interim bargaining may not culminate in a strike or lock-out. The parties agree, however, to use the services of a mediator to assist in such bargaining.

### **B. MEETINGS**

- B.1.** Either party may notify the other of the desire to commence bargaining. Requests from the Association will be made to the Superintendent and/or President of the Board. Requests from the Superintendent, the Board, or their representative will be made to the President of the Association each bargaining team shall be limited to no more than five (5) members.
- B.2.** Proposals will be exchanged at the initial meeting and no new items or issues shall be made after the initial meeting without mutual consent. Proposals shall be written.
- B.3.** Negotiations meetings shall be held with those present to be determined by each organization.
- B.4.** The participants may call upon competent representatives to consider matters under discussion and to make suggestions. Both sides have the right to utilize the services of consultants in the negotiations.

- B.5.** A mutually convenient meeting date shall be set within fifteen days of the date of the requests for negotiations unless mutually agreed upon by both parties.
- C. NEWS RELEASES:** News releases can be issued only by mutual agreement and through joint preparation. Both parties have the right to keep their respective constituents informed relative to the progress of negotiations.
- D. TENTATIVE AGREEMENT:** Upon reaching a tentative agreement on any proposals, the tentative agreement cannot be changed during negotiations or impasse unless mutually agreed to by both parties.
- E. CAUCUS:** The chairman of either group may recess his team for independent caucus, or conference, at any time. Caucuses shall not exceed thirty (30) minutes unless extended by mutual agreement.
- F. AGREEMENT:** When a final agreement is reached and the Agreement is scheduled to be ratified, both parties shall make a good faith effort in seeking ratification of the Agreement. When the Agreement is ratified by both parties, it shall be signed and shall be final and binding.
- G. MUTUALLY-AGREED-UPON DISPUTE SETTLEMENT PROCEDURE:**

**G.1. IMPASSE/MEDIATION**

**G.1.1.** Every effort shall be made to conclude negotiations within forty-five (45) working days. However, this period may be extended by mutual consent. If negotiations have not been concluded in the specified time period and not mutually extended, either party may declare impasse and request that mediation be instituted. The parties shall, within three (3) days of the declaration of impasse, jointly request the services of the Federal Mediation and Conciliation Services or the State Employee Relations Board.

**G.1.2** Both parties agree that mediation will proceed according to practice and guidelines of FMCS/SERB. The mediator shall not have the right to bind the parties to any item or agreement; nor shall he/she have the right to extend the time limits of the contract.

**G.2. FACT-FINDING:**

**G.2.1.** If the mediation process has not resolved the issues at impasse, the dispute shall be submitted to a Fact-Finding Panel within ten (10) working days after the delivery of the request of either party to the other. The Board will name one member and the Association will name another. A third member who shall be the chairman shall be designated by the first two appointed members.

Members of such a Fact-Finding Panel shall not be members of the Board of Education or teachers or administrators employed by the Board of Education. In case the first two members fail to agree on a third member within ten (10) working days, the third member shall be selected from a list of names submitted by the American Arbitration Association and selections shall be made pursuant to the voluntary rules of the American Arbitration Association.

**G.2.2.** The Fact-Finding Panel shall have authority to hold hearings in seeking to find the facts underlying the dispute. A representative from the Board and the Association shall be present at all hearings.

**G.2.3.** Within fifteen (15) working days after receiving the matter(s) under dispute, or by a mutually agreed later date, the Panel shall first report the facts as found and make recommendations to the negotiation teams for settlement.

**G.2.4.** If agreement is not reached within five (5) working days of the receipt of such report, or a mutually agreed later date, the Fact-finding Panel's report will then be submitted to the Board, the Superintendent, the Association and be made public. The Association and the Board shall approve or reject the report within ten (10) working days of receipt of the report.

**G.2.5.** The Board shall pay the costs of its member of the Panel and the Association shall pay the cost of its member of the Panel. The costs and charges of the chairman shall be shared equally between both parties.

**G.3. RIGHT TO STRIKE:** The Association shall have the right to strike, pursuant to ORC 4117.14 (D) (2), once the contract has expired and the mutually-agreed-upon dispute settlement procedure has been completed. The parties agree that this provision (Article II, Section G) is the mutually-agreed-upon-dispute settlement procedure pursuant to ORC 4117.14 (E).

**H. PRINTING:** Once both parties have ratified the contract, it shall be printed in final form and distributed with sufficient copies for one for each bargaining unit member, 25 copies for the LTA, and copies for the Administration and Board of Education. The cost of printing shall be split between the Board and the LTA on a pro-rata basis for the number of copies printed.

### **ARTICLE III- ASSOCIATION RIGHTS**

**A. ASSOCIATION MEETINGS:** The LTA shall have the right to hold general membership meetings, committee meetings, and building membership meetings on school property during non-school hours and upon approval from the local Superintendent. This shall be free of charge except when custodial service beyond that which is regularly scheduled is required. The LTA shall assume fiscal responsibility for any damages which might be incurred.

- B. MAILBOXES:** The LTA shall be authorized to use interschool mail service and teachers' mailboxes for disbursement of LTA materials. LTA stickers shall not be placed on mailboxes. Use of such services shall be in keeping with school district guidelines. The LTA shall be solely responsible for the contents of such materials.
- C. BOARD POLICY BOOK:** The Board policies shall be accessible online via the school district website. Any modification of official Board policy shall be updated online within two weeks (ten (10) school days) after the approval of the Board minutes.
- D. NOTICE OF BOARD MEETINGS:** The President of the LTA will be given prior notification of all official meetings of the Board. A copy of the official minutes of the Board shall be available online for the President of the LTA within five (5) working days after the approval of the Board minutes.
- E. BULLETIN BOARD:** In each teachers' lounge, a bulletin board will be provided for posting of LTA materials and information pertinent to the instructional process. Prior approval for posting must be granted by the Executive Committee/Officers of the LTA.
- F. ASSOCIATION FINANCIAL SECURITY:** In recognition of the LTA's services to the bargaining unit, all members of the bargaining unit shall either be members of the LTA or share in the financial support of the LTA by paying to the Association a service fee equivalent to the amount of dues uniformly required of members of the LTA. Bargaining unit members may either pay directly to the LTA or by dues deduction made pursuant to a properly executed Payroll Deduction Authorization form delivered to the School Board.

  - F.1.** Each bargaining unit member shall have thirty (30) calendar days from the start of each school year or from when he/she is hired by the school district to join the LTA. Each bargaining unit member who chooses not to join the LTA within thirty (30) days' time limit previously stated shall be identified as a fair share fee payer.
  - F.2.** Each fair share fee payer shall be sent the financial documents of the LTA by January 1 of each year or within thirty (30) calendar days from his/her refusal of membership if it occurs after December 1 of each school year.
  - F.3.** Thirty (30) calendar days after the fair share fee payer(s) receives the disclosure package of the LTA's financial records to comply with federal and state statutory guidelines and judicial rulings, the LTA Treasurer will send a list of fair share fee payers to the district treasurer.
  - F.4.** Upon receiving this list of fair share fee payers from the LTA, the Treasurer of the district will begin payroll deductions from the remainder of the fair share fee payers' payroll checks such that the full fair share fee shall be withheld and transmitted to the LTA before the end of the school year.

- G. INDIVIDUAL CONTRACTS:** Individual contracts of employment with members of the bargaining unit shall be consistent in all respects with this Contract, which shall be deemed incorporated by reference in such individual contracts.
- H. INDEMNIFICATION:** The LTA agrees to indemnify the Board for any and all damages and expenses incurred as a result of this Article and to assume all costs of, and responsibility for, defending this Article of the Contract.

#### **ARTICLE IV- MANAGEMENT RIGHTS**

- A.** The Board hereby retains and reserves unto itself, without limitation except as by the terms of this contract, Ohio and federal statutes, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, the right:
  - A.1.** To the executive management and administrative control of the school system and its properties and facilities;
  - A.2.** To hire all employees and, subject to the provisions of law and this contract, to determine their continued employment, dismissal, demotion, promotion or transfer;
  - A.3.** To establish grades and courses of instruction including special programs, and to provide athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  - A.4.** To delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current written Board Policy; the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds; and
  - A.5.** To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system, and terms and conditions of employment.
- B.** The exercise of the foregoing 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 specific and express terms of this contract, and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

## **ARTICLE V- GRIEVANCE PROCEDURE**

- A. PURPOSE:** The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to stated grievances.
- B. DEFINITIONS:**
- B.1. GRIEVANCE:** A complaint involving the alleged violation, misinterpretation or misapplication of the Master Contract between the Association and the Board of Education.
- B.2. ASSOCIATION GRIEVANCE:** An Association grievance may be filed by the Association when the grievance has an effect on more than one member of the bargaining unit. If a member of the bargaining unit fails to pursue a grievance, this does not constitute an acceptance of the situation that caused the concern or establish any precedent or past practice due to the inability of the Association to pursue the situation as an Association grievance.
- B.3. GRIEVANT:** An employee or group of employees, in the bargaining unit, alleging a violation, misinterpretation or misapplication of the Master Contract. A grievance alleged by a group shall have arisen out of identical or similar circumstances affecting all members of said group. The grievant(s) will be entitled to representation by the Association at all levels of the grievance process. The Association president or designee shall be informed of and invited to any meeting with the grievant at Level 3 or beyond involving the presentation and/or possible resolution of each grievance.
- B.4. DAY:** A day for this and all other parts of this contract shall be defined as a school calendar day or during the summer recess, days when the Central Office Administration Building is open for business. All time limits shall be considered maximum, unless extended by mutual agreement. Failure of the grievant or the LTA to observe such time limits shall void the grievance.
- B.5. FILING OF ASSOCIATION GRIEVANCE:** If a grievance affects teachers in more than one building, or is of such a nature that the principal does not have the authority to resolve the grievance, the parties may agree that the grievance will be filed at the Superintendent's level (Level 3).
- C. LEVEL 1--INFORMAL:**
- C.1.** Within ten (10) days from the date of the event giving rise to a grievance, the grievant shall request an informal meeting with his/her principal for the purpose of resolving the matter. The grievant shall indicate that the discussion will pertain to a possible grievance. If the grievant fails to request such meeting within ten (10) days after he/she knew or should have known of the act or condition on which the grievance is

based, the grievance shall be considered waived. The principal will hold a meeting within ten (10) days and shall inform the grievant of his/her decision as the meeting concludes.

**D. LEVEL 2--PRINCIPAL:**

**D.1.** If the grievance is not resolved at Level 1 the grievant shall, within ten (10) days of the disposition provided in Level 1, present his/her principal with a written explanation of the grievance on a grievance form (See Appendix A), citing the specific section of the contract that has been violated and the relief sought.

**D.2.** Within ten (10) days of the receipt of such claim, the principal shall indicate his/her disposition of the grievance in written form, one copy of which will be sent to the grievant and a second copy will be sent to the district Superintendent.

**E. LEVEL 3--SUPERINTENDENT:**

**E.1.** If the grievant is not satisfied with the written disposition of the principal, he/she shall, within ten (10) days of receipt of the disposition, send a written request for a hearing before the district Superintendent or designee. In addition to the request, the grievant shall include a written explanation of the grievance citing the specific section of the contract that has been violated and the relief sought. A copy of the request and the grievance shall be sent to the President of the Board of Education.

**E.2.** Both the grievant and the Superintendent or designee may have a representative of his/her choice present at the hearing. The hearing will be held within ten (10) days of the Superintendent's receipt of the request. The Superintendent or designee will render a decision on the grievance within ten (10) days of the hearing. The action taken will be reduced to writing and copies sent to the grievant, the principal and the President of the Board of Education.

**F. LEVEL 4--BOARD OF EDUCATION:**

**F.1.** If the grievant is not satisfied with the Superintendent or designee's decision, he/she may appeal to the Board of Education. The written notice of appeal shall be filed with the treasurer of the Board of Education not later than ten (10) days after the receipt of the Superintendent's decision. Included in the grievant's appeal will be a description of the grievance citing the specific section of the contract that has been violated and the relief sought. Providing the appeal has been timely filed, the Board of Education will meet with the grievant at the next scheduled Board meeting. Both the grievant and the Board of Education may choose to have a representative at such meeting. After considering the grievance, the Board of Education will issue a decision within ten (10) days to the grievant, the Superintendent and the principal involved.

**G. LEVEL 5--ARBITRATION:**

**G.1.** If the grievant or grievants are not satisfied with the decision rendered by the Board, the LTA shall have the right to request arbitration. The LTA Grievance Chairperson shall, within ten (10) days, notify the Superintendent of the request to utilize the arbitration process.

**G.1.1.** The LTA and the local Superintendent, on behalf of the Board, shall request a list of arbitrators from the American Arbitration Association. The selection of the arbitrator shall be in accordance with the Voluntary Rules of Arbitration of the AAA. The decision of the arbitrator shall be binding on both parties. The LTA and the Board shall equally share the costs of arbitrator and the hearing room.

**G.1.2.** The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

**G.1.3.** The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, except as provided by this contract, applicable law, and rules and regulations having the force and effect of law.

**ARTICLE VI- INDIVIDUAL RIGHTS OF TEACHERS**

**A. REPRESENTATION:** Members of the LTA bargaining unit may have an LTA representative present at administrative conferences which may result in formal reprimand.

**B. NON-DISCRIMINATION:** The Board shall ensure that the school programs and policies, as they apply to the professional staff, shall be administered without regard to race, color, creed, national origin, marital status, sex or age.

**C. TELEPHONE/FAX USE:** Teachers shall have the right to use and access to a school telephone and fax machine for both school and personal business calls before and after the scheduled school day, lunch, and prep periods provided the phones and faxes are not being used for school business. They shall reimburse the school for the cost of personal business toll calls and long-distance fax machine charges. Cell phones may be used before and after the scheduled school day, lunch, and prep periods as long as they are not used in areas

currently occupied by students. The phones shall be in the silent mode during the classroom time, and during assemblies or other gatherings during the regular academic day.

- D. NO REPRISALS:** There shall be no reprisals against any member of the LTA bargaining unit for his/her actions pertaining to the negotiated agreement or LTA activities.

- E. MAINSTREAMING/INCLUSION**

- E.1.** Whenever a student is “mainstreamed” from the special education classes to the regular and specialist (art, music and physical education) class, the regular class teacher will be consulted regarding the student’s ability and special needs.
- E.2.** The Board shall make reasonable efforts to equitably assign special education/handicapped students to classrooms at each grade and/or subject level at each building.
- E.3.** Regular education and specialist (art, music and physical education) teachers so affected may also ask for a review of the special education student’s progress, if the student doesn’t appear to be making successful progress and/or passing the class. A teacher who has a concern regarding a student’s behavior or performance and who has an IEP shall first discuss the concern with the respective teacher. The teacher may discuss the concern with the building principal and may request that the principal invoke the necessary steps of reconsidering the IEP.
- E.4.** An aide already individually assigned to a specific student for any reason shall accompany that specific student to all other classes including specials, etc.

- F. SAFE AND HEALTHFUL WORKING CONDITIONS**

- F.1.** The Board will provide safe and healthful working conditions as prescribed by ORC 4167, the Ohio Public Employment and Risk Reduction Act. The Board shall notify teachers of a student with a communicable disease assigned to their class or supervision to the extent that it knows and to the extent allowed by law, civil and criminal, and teachers shall treat such information as confidential unless specifically instructed to the contrary.
- F.2.** No bargaining unit member shall be required to administer medications, medical procedures, or other health or sanitary procedures except as required by job description and/or when standing in loco parentis.

- G. MILEAGE REIMBURSEMENT:** Mileage reimbursement shall be at the rate equal to the per mile allowance being utilized by the Internal Revenue Service. The modification will be made effective July 1 of each school year.

## **ARTICLE VII- TEACHING CONDITIONS**

- A. FACILITIES:** Each classroom will be equipped with a desk, chair, chalkboard or whiteboard and bulletin board. A teacher shall be assigned his/her own private desk and filing cabinet. The Board will make reasonable efforts to provide a teacher work area with a desk, table, operable computer with internet access and access to a printer, and chairs in each building, pending availability. At the beginning of each year, the Board will supply reasonable office supplies such as a stapler, staples, three-hole punch, and other small office supplies, after which time it shall be the teachers' responsibility to maintain those supplies and equipment for the remainder of the year, except for normal usage.
- B. TEXTBOOKS/SUPPLIES:** The Board will make a reasonable attempt to provide teachers with all necessary textbooks, materials and classroom supplies.
- C. CLASS SIZE:** The ratio of teachers to pupils on a district-wide basis shall be at least one full time equivalent classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with Sections 3317.02 and 3317.023 of the Ohio Revised Code or its successor(s).
- C.1.** All kindergarten through fourth grade class enrollment in the district shall not exceed 26 students.
- C.2.** All fifth and sixth grade classes in the district shall not exceed 28 students.
- C.3.** All seventh through twelfth grade teachers in the district shall have no more than 35 students in any one instructional period or 175 students in a regular day excluding Physical Education, Study Hall, Instrumental Music, Vocal Music and other duties (such as lunchroom). Secondary physical education classes shall be grouped by grades 7-8 or 9-10-11-12 only, to the extent possible.
- C.4.** No special education class in the district shall exceed the standards established by the state standards.
- C.5.** If specialist classes (art, music and physical education) in grades K-6 exceed the limits in C-1, C-2 and C-5 the teacher will be provided with an aide for the class.
- C.6.** The count shall be made the second week in October. Any adjustments in class size to meet the contractual obligation must be made within 30 days.
- C.7.** Seniors who need to be added to a teacher's class load after the start of the course because they need the class for a graduation requirement and the children of non-resident teachers shall not be counted in the class size limits.

**D. SUBSTITUTES:** The Board shall make every effort to obtain substitutes for each bargaining unit member who is absent from class.

**E. IEPS**

**E.1.** A teacher required to participate in IEP conferences shall work within his/her respective department to provide flexible time as approved by the administration to conduct the required conferences and to write the IEPs.

**E.2.** IEP conferences shall be held each year on a date mutually agreed upon among the teachers involved in the IEP's and approved by the building principal. The Board is willing to pay an amount not greater than \$500.00 for substitute teachers at each building (Bascom, Intermediate, Middle and High School) for IEP conferences, or collectively totaling \$2000.00.

**E.3.** If the Board finds that such change in the practice of IEP conference scheduling is not successful or causes undue hardship to the administration, the Board shall not be bound to continue the procedure set forth in paragraph one (1) for subsequent Contracts and may instead institute procedures it deems more appropriate.

**F. AUXILIARY/COUNSELING SERVICES:**

**F.1.** The auxiliary counseling services provided by Trumbull County Educational Service Center, shall be provided only to Emotionally Disturbed (E.D.) students as is the current practice and only to the extent as identified by the E.D. students' Individual Education Plan (I.E.P.).

**F.2.** LaBrae employed school guidance counselors will, with administrative approval, be responsible for the school guidance program affecting students of the LaBrae Local School District.

**F.3.** Auxiliary counselors provided by Trumbull County Educational Service Center shall provide the LaBrae school administration and guidance counselors with schedules of which E.D. students TCESC personnel will be seeing, when students will be seen during the school day, shall report into the school office upon arrival to the building, shall conduct periodic conferences with the school counselors regarding information about the E.D. students' integration into regular education classes, and shall comply with all other school district procedures regarding the E.D. students' educational program.

**F.4.** LaBrae guidance counselors shall be included in the I.E.P. conferences affecting E.D. students.

**F.5.** While this auxiliary program exists for E.D. students in the LaBrae Local Schools,

there shall be no reduction in the number of full-time guidance counselors except as indicated in the reduction in force Article XIII of the Professional Agreement.

- F.6. This auxiliary counseling program exists due to an unusual situation involving the E.D. students and shall not be construed to create a precedent or past practice for contracting out bargaining unit work.

## **ARTICLE VIII- VACANCIES, PROMOTIONS AND TRANSFERS**

**A. VACANCY DEFINED:** A vacancy for this and all other provisions of this contract shall be a position currently held by a bargaining unit member that becomes vacant due to the death, resignation, retirement, non-renewal, termination, leave of absence, promotion or transfer of the bargaining unit member that the Board decides to fill or the creation of a new bargaining unit position by the Board.

**A.1.** All vacancies which occur prior to July 31 shall be posted within one (1) calendar month or by July 30 of Board approval of said vacancy. The staff shall be notified by bulletin and email or paycheck notice. Teachers who are certified for the vacancy who would like the position shall make application within seven (7) calendar days from the date of notification.

**A.2.** All vacancies which occur after July 31 or during the school year that will be maintained as bargaining unit positions for the next school year, shall be posted at the end of the school year. This may be accomplished in one posting of all vacancies by June 30<sup>th</sup> of the next school year. Teachers who are certified for the vacancies who would like the position(s) shall make application within five (5) days of the posting.

**A.3.** Members of the bargaining unit who desire to transfer into a vacancy shall make written application to the Superintendent. Such application will include the vacancy or vacancies to which the individual desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. For each timely filed application, the applicants shall be granted an interview. Bargaining unit members shall be selected to fill the vacancy before the district employs a non-bargaining unit member. No teacher shall be able to transfer more than two times in a three school year period unless approved by the Superintendent.

### **B. INVOLUNTARY TRANSFER**

**B.1.** If it becomes necessary for the administration to move a teacher from a grade level at the elementary, a department at the secondary or a school, the administration shall first ask for a volunteer. If no teacher volunteers the primary factor for determining transfer shall be seniority.

**B.2.** In the event the least senior person is not transferred, the Superintendent shall within seven (7) days of the notification of the proposed transfer give the affected teacher a written statement indicating the reason(s) for the transfer or assignment. The teacher may grieve the transfer if the reasons are arbitrary or capricious.

**C. CERTIFICATION/LICENSURE REQUIREMENTS:** Permanent transfers and assignments shall not violate State Department of Education certification standards.

#### **ARTICLE IX- NOTIFICATION OF ASSIGNMENT**

**A.** Each bargaining unit member shall be notified in writing with the first paycheck in July of his/her professional assignment which shall contain the teacher's tentative building and subject assignments at the secondary level, and the building and grade level at the elementary level.

**B.** When circumstances cause the administration to want a change in a teacher's building/subject/grade assignment(s), the Superintendent shall send notice to the teacher as soon as possible.

#### **ARTICLE X- LENGTH OF SCHOOL YEAR AND SCHOOL DAY FOR TEACHERS**

**A. SCHOOL YEAR:** The school year shall consist of 183 teacher work days, two (2) of which may be parent-conference days, and three (3) days for inservice and/or record keeping, and the remainder for instruction.

**B. SCHOOL DAY:** Under normal conditions, the school work day for teachers shall not exceed seven (7) hours and thirty (30) minutes as scheduled by the Board and Administration.

**B.1** The administration may extend the workday for professional staff meetings beyond the seven and one-half (7 1/2) hour day six (6) times per year. Such extensions of the work day shall not exceed 20 minutes.

**C. LUNCH PERIOD:** The day shall include a one-half hour duty-free, uninterrupted lunch period. Teachers may leave the building for lunch, on an occasional basis, by permission from his/her Building Principal.

**D. PLANNING/PREPARATION TIME:** Planning time will be scheduled within the school day and will be exclusive of lunch periods, early report times, homeroom, passing time, and after school dismissal. During planning time, teacher may leave the building for curricular or professional activities and emergency situations with permission of the building administrator or his/her designee. Planning time will be scheduled every school day and according to OAC. Exceptions to daily planning time may occur during days when special events are planned.

- E. **CALAMITY DAYS:** If it becomes necessary to make up days beyond calamity days granted by the State of Ohio in the school year calendar, the LTA and the Board may meet to negotiate the date/times of make-up days. The parties shall consider other bargaining units, county units, transportation, etc. in their deliberations. The Board shall not be required to compensate teachers for make-up days beyond the 183 day school year, provided teachers were paid for all calamity days provided by law.
- F. **ACHIEVEMENT TESTING:** A teacher required to provide individual testing for a special education student or required to provide achievement testing shall work within his/her respective department or grade level to provide flexible time with the approval of the building principal.

#### **ARTICLE XI- PERSONNEL FILES**

- A. **ONE FILE:** The Board shall maintain an official personnel file for all members of the bargaining unit in accordance with Chapter 1347 of the Ohio Revised Code.
- B. **CONTENTS OF FILE:** Such file shall contain the following:
  - B.1. Application
  - B.2. College Transcripts and Credentials
  - B.3. Certificates
  - B.4. Letters of Recommendation
  - B.5. Evaluations
  - B.6. Medical Information when necessary to the extent permitted by law
  - B.7. Other relevant and pertinent information to include: letters of commendation/valor, reprimands, and emergency phone numbers.
- C. **ACCURACY/RELEVANCE/TIMELINESS/COMPLETENESS OF FILE:** If a member files a request pursuant to Chapter 1347 of the Revised Code disputing the accuracy, relevance, timeliness or completeness of information in such file, any grievance then in progress concerning the accuracy, relevance, timeliness or completeness of the same information shall be suspended until a determination of the request has been made.
- D. **PRIVACY OF FILE:** The personnel file shall be maintained in a secure and private area. With the exception of members of the Board, administrators acting within the scope of their duties, and bargaining unit members, other individuals requesting access to these records will do so at least twenty-four (24) hours in advance.
- E. **NOTIFICATION OF FILE CONTENTS:** Members shall be given notice when materials are placed in such file. Notice shall not be required when such material is submitted by the

member or the materials are required to be placed in the file by law, regulation, or this section of the Agreement.

- F. FAILURE TO PROVIDE NOTICE:** Failure to provide such notice shall not be grounds to have such materials removed from such file nor shall such failure preclude the use of such materials in any proceeding in which it would otherwise be lawfully admitted.
- G. EXAMINATION AND COPIES OF FILE:** Bargaining unit members shall have the right to examine their personnel file upon reasonable request and shall be entitled to a copy of any item contained therein. The member may have an Association representative present when he/she examines his/her personnel file. At the discretion of the Superintendent, the review of such file shall be in the presence of the Superintendent or his/her designee.
- H. RIGHT TO REBUTTAL:** Whenever an item is to be placed in a bargaining unit member's file, he/she shall have the right to examine the item, and shall have the right to place a response or rebuttal to the item in the file.
- I. NO ANONYMOUS MATERIAL:** No anonymous materials shall be placed in any bargaining unit member's file.
- J. RIGHT TO GRIEVE:** A teacher may file a grievance over the accuracy or truthfulness of any material placed in his/her file. If the grievance is sustained, the material shall be removed from the teacher's file.
- K. ORC 3319.16 MATERIAL:** Information contained in the teacher's file relevant to matters described in ORC 3319.16 will be maintained in the files for a period of five (5) years, provided there has been no similar intervening offenses.
- L. OTHER DISCIPLINARY MATERIAL:** Information of a less serious nature will be maintained in the files for a period of two (2) years, provided there has been no similar intervening offenses.
- M. REMOVAL FROM FILE:** No materials shall be removed from the file except at the express written consent of the Superintendent or his/her designee.
- N. PRE-EMPLOYMENT REFERENCES:** Pre-employment references shall be removed from the file before being reviewed by the member.
- O. COST FOR FILE COPIES:** Costs for copies of items in the member's file requested by or on behalf of the member shall be paid by the member.

## **ARTICLE XII- LEAVE PROVISIONS**

**A. SICK LEAVE:** All certificated employees shall be entitled to earn fifteen (15) days sick leave per year at the rate of one and one-fourth (1-1/4) days per month. Teachers who sever employment after completion of the school year shall be entitled to credit for sick leave days to be awarded for July and August. The maximum accumulated sick leave shall not exceed 510 days.

**A.1.** Teaching employees may use sick leave for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, pregnancy, adoption of a child, or injury in the employee's immediate family. This is in accordance with 3319.141 of the Revised Code of the State of Ohio. Immediate family is defined for this and all other leave clauses as follows: mother, father, brother, sister, son, daughter, grandparents, the corresponding-in-laws, spouse or person with whom employee makes his/her home. Use of sick leave for the adoption of a child shall not exceed twenty (20) days except when the child is ill or injured.

**A.2.** Upon return from sick leave, members of the bargaining unit shall fill out appropriate forms certifying that sick leave was used in accordance with the Ohio Revised Code. Falsification of sick leave forms may be considered as reason for termination of contract.

**A.3.** Bargaining unit members are encouraged to schedule elective surgery for themselves so as to minimize disruption of the education process.

### **A.4. SICK LEAVE BANK**

**A.4.1.** A bargaining unit member may donate one (1) day of accumulated sick leave to another bargaining unit member who has exhausted his/her sick leave. The day to be donated shall be deducted from each participating bargaining unit member's accumulated sick leave.

**A.4.2.** Use of donated sick leave will be considered only after the individual has used all of his/her accumulated sick leave and personal leave days.

**A.4.3.** A doctor's statement is required with the application to use donated sick leave days. Both will be given to the LTA President or President-elect. The LTA President and President-Elect shall approve the possible use of donated sick-leave days.

**A.4.4.** The bargaining unit member requiring additional sick leave days shall be responsible for requesting donated days from other members. Bargaining unit members donating a day of their accumulated sick leave must sign a form

giving authorization to deduct one (1) day from their accumulated sick leave. The LTA will promptly inform the administration of the identity of the donating bargaining unit member(s) whose day(s) have been utilized by submitting a copy of the signed application form to the Treasurer prior to use of borrowed days.

**A.4.5.** The LTA is responsible for and must resolve any and all disputes between or among its members arising from the donation of sick days and shall indemnify and hold the Board harmless for any and all claims against the Board arising from such a dispute.

**A.4.6.** The maximum number of transferred days per school year for the entire bargaining unit shall not exceed twenty (20).

**B. FUNERAL LEAVE**

**B.1.** Members of the LTA bargaining unit shall be granted up to a maximum of three (3) funeral days per year for a death in the employee's immediate family. Immediate family is defined as follows: mother, father, brother, sister, son, daughter, grandparents, grandchild, the corresponding-in-laws, spouse or person with whom the employee makes his/her home.

**B.2.** An obituary notice may be required. Falsification of funeral leave may be considered as grounds for termination of contract.

**C. PERSONAL LEAVE:**

**C.1.** Members of the LTA bargaining unit shall be granted three (3) unrestricted personal leave days. Personal leave cannot be taken the day before and/or the day after a weekday in which school is not scheduled, a holiday, recess or vacation to include Thanksgiving, Christmas, Spring or Summer or on Parent/Teacher Conference Days. Should an emergency arise, such days may be granted by the Superintendent. Emergency is defined as follows: fire, theft, flood, tornado, earthquake or court appearance.

**C.2.** Unless there is an emergency situation, members should request use of personal leave at least forty-eight (48) hours in advance.

**C.3.** Any personal leave days not used by the end of the school year shall be converted to sick leave days and may be accrued.

**C.4.** No more than ten percent (10%) of all teachers in each building shall be granted personal leave on any given working day during the months of May and June on a first come first serve basis. Personal leave days cannot be used to extend a school

scheduled vacation, even if a pay deduct day is used. Should extenuating conditions arise such days may be granted by the Superintendent.

**D. DEPENDENT CARE LEAVE**

**D.1.** An unpaid leave of absence shall be granted for dependent care purposes to members of the bargaining unit on the following basis (dependent shall be defined as “immediate family” as in Article XII, Section A-1).

**D.1.1** Notification of the Superintendent of the intent to utilize dependent care leave, 30 days prior to the effective date of the leave.

**D.1.2.** The leave of absence shall be granted for the remainder of the school year. Upon request, the teacher shall be granted additional leave for any portion of the following school year provided he/she notifies the Superintendent of the period of time requested by July 10. The Board will expect confirmation of the teacher’s intent to return at the end of the leave. If the teacher fails to return at the end of his/her leave, he/she shall be deemed to have resigned. The Board may grant, upon request, an additional one-year leave of absence under certain unforeseen circumstances.

**D.1.3.** Upon his/her return he/she will be placed in the same, or similar, position for which he/she is certified. All benefits shall be reinstated upon his/her return. He/she shall not advance an increment unless he/she taught at least 120 days of the school year in which his/her leave commenced.

**D.1.4.** Time spent on such leave shall not be construed as a break in service; nor shall such time spent on leave advance the member of the bargaining unit on the salary schedule or count towards seniority.

**D.1.5.** An employee on leave shall notify the District Treasurer prior to April 1 the date of his/her return from leave.

**E. ASSAULT LEAVE:** The Board of Education will grant assault leave of up to a maximum of fifteen (15) days to a teacher who is absent due to physical disability resulting from a physical attack sustained while performing duties in the service of the school district.

**E.1.** The granting of assault leave is subject to the following limitations:

**E.1.1** The physical attack must occur on school property acting within the course of his/her employment, or at a school sponsored activity.

**E.1.1.1.** “Physical attack” is defined as the intentional and unlawful touching of an employee of the Board of Education so as to cause actual physical

disability. "Physical attack" does not include the intentional or negligent infliction of emotional harm to an employee of the Board of Education.

**E.1.1.2** "Physical Disability": The substantial and material impairment of the employee's ability to perform any substantial part of his/her ordinary duties. "Physical disability" does not include the mental impairment of the employee's ability to perform his/her ordinary duties. In all cases, the Board of Education shall determine whether the employee has suffered a substantial and material impairment of his/her ability to perform any substantial part of his/her ordinary duties. This determination by the Board shall not be arbitrary or capricious.

**E.1.2.** If the attack occurs at other than the above places, it must be related directly to an action or decision made by the employee in the course of performing Board of Education or administrator assigned duties.

**E.1.3.** An employee claiming assault leave must make application on Board of Education forms.

**E.1.4.** A physician, designated by the Board of Education, must certify the existence of a disability that requires absence from duty.

**E.1.5.** All earnings paid to an employee under an authorized assault leave shall be in lieu of lost-time benefits payable under Worker's Compensation insurance.

**E.2.** Assault leave granted under rules adopted by the Board of Education shall not be charged against sick leave earned or earnable under the sick leave provision of the agreement.

## **F. PROFESSIONAL LEAVE**

**F.1.** Certified staff members shall be granted leave with pay up to one (1) day to attend a convention or meeting related to his/her teaching assignment for the purpose of improving classroom instruction. The Board may approve additional days and may provide reimbursement for expenses incurred.

**F.2.** Request for such leave must be made in writing to the Superintendent at least five (5) days before the Board meeting preceding the leave.

**F.3.** No more than two teachers at any elementary building, nor two (2) from any department or three (3) teachers from the middle school nor two (2) from any department or three (3) teachers from the high school shall be granted professional leave except by approval of the Superintendent. No professional leave shall be

granted during the month of May except by approval of the Superintendent. Proof of attendance may be required by the administration.

**G. EXTENDED LEAVE OF ABSENCE FOR ILLNESS, DISABILITY, OR PERSONAL REASONS:**

**G.1.** The Board shall grant to a member of the bargaining unit, upon written request, a leave of absence for personal illness, or other disability for a period of not more than two consecutive school years.

Upon subsequent requests, the Board may grant additional leaves of absence for disability and personal illness.

**G.2.** Members of the bargaining unit may be granted an extended leave of absence for the following reasons:

**G.2.1.** For further education

**G.2.2.** Health reasons

**G.2.3.** Personal reasons

**G.3.** Qualifications for such leave:

**G.3.1.** Five (5) years or more service in the district.

**G.3.2.** Application stating the reason must be made in writing to the Superintendent at least 90 days prior to the school year of the leave.

**G.3.3.** The length of the leave must be specified as either for a semester or a full school year.

**G.4.** A second year of leave may be applied for and granted by the Board.

**G.5.** It is the responsibility of the teacher on leave to notify the Superintendent no later than March 31<sup>st</sup> of his/her intentions for the upcoming school year.

**H. SCHOOL BUSINESS LEAVE:** Each teacher who is requested by the district to perform professional responsibilities in the name of the district outside of the regular place of assignment (the school building) such as, but not limited to, North Central Evaluations for other districts, grading for the Trumbull County Board, or representing the district at county-wide meetings, shall be able to do so upon the approval of the Superintendent and acceptance of the assignment by the teacher but with no loss of personal leave or professional leave.

**I. CONTINUATION OF INSURANCES WHILE ON UNPAID LEAVE:** A teacher on any unpaid leave may maintain all medical insurance benefits provided bargaining unit members at his/her

cost. Payment must be made to the Treasurer or his/her designee thirty (30) days in advance of the month for which the benefits are purchased. During the term of this contract, if the life insurance benefits become available for persons on leave, they will be added.

- J. **FAMILY AND MEDICAL LEAVE:** A bargaining unit member shall have the right to apply for and be granted family and medical leave in accordance with 29 U.S.C. §2601 et. seq.

### **ARTICLE XIII- REDUCTION IN FORCE (hereinafter RIF)**

- A. **REASONS FOR REDUCTION IN FORCE:** If the Board determines that it is necessary to reduce the number of bargaining unit positions under reasons outlined in ORC 3319.17, or due to a reduction in state funding (line 23 of the Ohio Department of Education - Division of School Finance form SF-12 as determined by the January actual calculation) over the previous year, or a reduction in the local real estate tax, personal tangible property tax and the state property tax allocation (Rollback/Homestead Exemption) combined over the previous year as certified by the Department of Tax Equalization by March 1, or the closing of a school (Bascom Elementary), then it shall do so by suspending the contracts of bargaining unit members using the following procedures:
- B. **NOTIFICATION TO LTA PRESIDENT:** The Board shall notify the LTA President that a reduction is necessary for the next school year thirty (30) days prior to its occurrence. That notice shall identify the number of positions to be affected by the RIF.
- C. **ATTRITION:** The Board shall attempt to keep such reduction to a minimum by means of attrition; i.e., not replacing employees who resign or retire, or not replacing teachers who are non-renewed under O.R.C. 3319.11.
- D. **SENIORITY LISTS:** All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority. Teachers with continuing contracts shall be given preference over limited contract teachers. The LTA shall also be provided a copy of all seniority lists by February 1<sup>st</sup>.
- E. **SENIORITY DEFINED:** Seniority will be defined for this and all other parts of the contract as the length of continuous service as a certificated employee under regular contract in this district. Employment under contract as a certificated employee for 120 days or more in any school year shall constitute one year of continuous service.

- E.1.** Board approved leaves of absence or time on the recall list due to reduction in force will not count toward seniority, but time spent on such a leave shall not interrupt continuous service.
- E.2.** If two or more teachers have the same length of continuous service, seniority will be determined by:
  - E.2.1.** Greater seniority awarded to the teacher with the earlier date of the Board meeting at which the teacher was hired.
  - E.2.2.** If the members of the bargaining unit were hired at the same Board meeting then greater seniority will be awarded the teacher with the earlier date the teacher signed his/her initial employment contract in the district.
  - E.2.3.** Any remaining ties will be broken by lot.
- F. ORDER OF RIF:** Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification.
- G. RECALL FROM RIF:** The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list. Teachers who are on the recall list will remain on the recall list for three (3) years beginning with June 30 of the year of the RIF. Teachers on the recall list will have the following rights:
  - G.1.** No new teacher will be employed by the Board while there are teachers on the recall list who are certificated for any vacancy.
  - G.2.** Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated with continuing contract employees being given preference over limited contract teachers.
  - G.3.** If a vacancy occurs, the Board will send an announcement via certified mail to the last known address of the most senior teacher on the recall list who is certified for the position. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. Any teacher who fails to respond within seven (7) calendar days or declines to accept the position shall be removed from the recall list.
  - G.4.** A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

- G.5.** A teacher on the recall list has the right to refuse an offer of a position which is less than full-time, and remain on the recall list. If the teacher accepts a position that is less than full-time and a full-time position for which the teacher is certified becomes vacant, the teacher will be offered the full-time position before it is offered to the next person on the recall list or a nonbargaining unit member. Any teacher who accepts full-time employment as a teacher in another school district while on the recall list shall void his/her recall rights.
- G.6.** This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.
- G.7.** A teacher on the recall list is entitled to purchase the insurances provided all members of the bargaining unit in compliance with the provisions of COBRA.
- G.8.** The president of the LTA shall be provided with a copy of the recall list within seven (7) school calendar days, or during the summer recess, days when the Central Office Administration Building is open for business, of the reduction. Any time a change is made on the recall list, the LTA president shall be notified.
- H. Disclaimer:** Article XIII and the Reduction In Force provisions described herein are in direct conflict with the current Reduction In Force provisions in ORC 3319.17. The RIF language of this Collective Bargaining Agreement is prohibited by law from superseding ORC 3319.17. LTA members are responsible for knowing the current RIF provisions in ORC 3319.17. The Board will not knowingly violate ORC 3319.17 and intends to comply with the statute regardless of the restated old provision(s) set forth in this article and/or past practice. Should the RIF provisions of ORC 3319.17 be amended during the life of this agreement, ORC 3319.17 at the time of the effective date of said amendments will govern the RIF process in the Agreement.

#### **ARTICLE XIV- CONTRACT RENEWAL PROCEDURE**

Non-renewal of teachers' limited contracts shall be in keeping with provisions of ORC 3319.11 and related statutory law.

#### **ARTICLE XV- INSURANCE**

- A. HEALTH INSURANCE:** The Board will provide hospitalization insurance to bargaining unit members through the medical plan options provided by the Trumbull County Schools Employees Insurance Consortium (hereinafter "Consortium") in the following manner:

  - A.1.** Bargaining unit members hired on or before July 1, 2008, wanting health insurance coverage, including prescription drug coverage, will choose from the PPO plans

offered by the Consortium. Such bargaining unit members choosing PPO-1 will contribute seven and a half (7.5%) percent of the monthly premium costs by payroll deduction. Eligible bargaining unit members choosing PPO-3 may subsequently change to the PPO-1 only during the annual open enrollment period or in response to a major change recognized by the insurer as a “catastrophic change” such as due to death of a spouse, divorce, marriage, etc., and upon reverting to PPO-1, the employee shall pay seven and a half (7.5%) percent of the monthly premium costs by payroll deduction.

- A.2.** Bargaining unit members hired after July 1, 2008, desiring health insurance coverage, including prescription drug coverage, may choose either PPO-2 or PPO-3 offered by the Consortium. PPO-2 selection will require a 10% premium contribution to be made each month by payroll deduction. Eligible bargaining unit members choosing PPO-3 subsequently may change to the PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a “catastrophic change” such as due to death of a spouse, divorce, marriage, etc., and upon reverting to PPO-2, the employee shall pay ten (10%) percent of the monthly premium costs by payroll deduction.
- A.3.** Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which will include an employee funded flexible spending account up to a maximum of \$2,500.00 annually. This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay non-reimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependant care expenses as allowed under Section 125 of the Internal Revenue Act of 1978. All administrative costs of the Section 125 Plan shall be paid by the Board. Election for this plan can be made only once per year.
- A.4.** Eligible bargaining unit members selecting PPO-2 or PPO-3 will receive health reimbursement accounts with the Consortium for utilization in accord with IRS regulations. These health reimbursement accounts will be funded by the Board to the maximum permitted by the individual PPO plans of the Consortium.
- A.5.** Prescription drug coverage is included with each of the PPO coverages and may not be utilized separate from the PPO nor may the PPO coverage be utilized without the accompanying drug coverage of the specified plan.
- A.6.** Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through the spouse’s employer which costs the spouse less than \$100.00 per month for single coverage. If such coverage is available, the eligible bargaining unit member’s spouse must enroll in at least single coverage from his/her employer for the bargaining unit employee to be eligible for coverage from the Board. Falsification of spousal coverage information shall be grounds for discipline, including discharge.

- A.7.** Eligible bargaining unit members who have a spouse who is both employed and eligible for coverage with another Consortium member district shall either each obtain a single coverage policy from their respective districts or may select family coverage from the district where the employee with the earliest birth date in the year is employed (i.e., the birthday rule). Neither spouse is eligible to participate in the “opt-out” provision below.
- A.8.** Eligible bargaining unit members who choose to forgo their right to coverage shall receive an “opt-out” benefit in the amount of twelve (12%) percent of the annual premium costs of the most expensive PPO alternative for which they were eligible and/or twelve (12%) percent of the annual premium costs of dental and/or vision coverage (according to which coverages the employee chooses to “opt-out”) during the month of June of the school year of non-participation. Bargaining unit members who forego their right to coverage but are receiving health insurance coverage from the Trumbull County Schools Insurance Consortium as part of family coverage are not eligible for the “opt-out”.
- A.9.** An eligible bargaining unit member that has declined the available coverages under this contract who suffers a significant life change (e.g., divorce, birth of a child, etc) shall thereafter have the right to select and receive coverage from among the PPO’s for which they are eligible under the previous provisions of this Section and in accord with the requirements of the insurer. Any “opt-out” payments shall be reduced proportionately to the time that coverage is thereafter extended; and, if an overpayment has occurred, the bargaining unit member shall remit such overpayment to the Treasurer within thirty (30) days of extension of coverage to him/her.
- A.10.** If the Consortium adopts health risk assessment programs as provided by and recommended by the insurance carrier, each bargaining unit member and their dependents must participate by completing assessment questionnaires and/or participate in routine testing. Although bargaining unit members would be encouraged, based upon their assessment/testing results to participate in health improvement programs and/or disease management programs as part of this health coverage package, they would not be required to do so.
- A.11.** All employees will be required to provide (spouse and child) eligibility documentation as required by the Trumbull County Schools Insurance Consortium.
- A.12.** Bargaining unit members shall be provided dental insurance with a maximum benefit per person each calendar year of \$1,500.00 with opt out payment rights as described above.
- A.13.** Bargaining unit members shall receive vision insurance comparable to that offered in the 2006-2007 year with opt out payment rights as described above.

- A.14.** In order to receive the “opt-out” payment, a teacher must complete his/her contract for each school year. Any unpaid leave of absence in excess of sixty (60) workdays in total during the school year shall make the employee ineligible for receipt of the stated amount.
- A.15.** It shall be the responsibility of the teacher to notify the Treasurer’s Office in writing during the month of September in the first year of the contract and in August of the remaining years of the contract if he/she desires to withdraw from the insurance program for that school year.
- A.16.** Payment of the non-use incentive shall be made to the teacher during the month of June of the school year of nonparticipation; however, if employment is severed prior to June or if re-enrollment occurs under A.8. above, the employee will not receive the non-use incentive payment.
- B. LIFE INSURANCE:** All bargaining unit members will receive \$50,000.00 worth of life insurance with the Board paying 100% of the premium.
- C. CERTIFICATES OF INSURANCE:** The members of the bargaining unit shall be provided with booklets explaining the provisions of the current insurance package.
- D. INSURANCE CONTRACT PROVIDED:** The Board will provide a copy of any contract between an insurance provider and the Board that affects members of the bargaining unit that is renewed or changed during the term of this agreement.
- E. CONTINUATION OF INSURANCE ON UNPAID LEAVE OR ON RECALL LIST:** Any bargaining unit member on unpaid leave of absence or on the recall list may maintain any or all of the above group insurance programs by submitting payment for those applicable programs to the Treasurer of the district by the first day of the month preceding the month the insurance programs are wanted. This shall be in compliance with Article XII, Section I.

#### **ARTICLE XVI- SEVERANCE PAY**

- A. ELIGIBILITY:** Severance pay shall be a one-time lump sum payment to eligible members of the LTA bargaining unit under either of the following provisions:
- A.1.** The teacher retires from the school system.
- A.1.1.** To be eligible to receive minimum severance pay benefits, the teacher must meet the criteria provided under Section 124.39 of the Ohio Revised Code. To receive the additional benefits as calculated below, the teacher must have been employed for seven or more years by the LaBrae Local School District.



four years (leap year) by the addition of one day to keep abreast of the solar year. The agreed 26 biweekly payment plan is based on a 365 day year (52 weeks of seven days each equals 364 days) which does not exactly fit the biweekly 26 pay plan. Adjustment is also recognized as required every five or six years to keep abreast of the 365/366 day calendar years (leap years). The Treasurer shall determine the year and the particular pay when this adjustment is to be made. The Treasurer shall issue notice to all bargaining unit members of the payroll action forty-five (45) days prior to the pay adjustment.

- B. PAYROLL DEDUCTIONS:** The Treasurer of the Board shall make deductions for the following:
  - B.1.** Federal Income Tax
  - B.2.** State Income Tax
  - B.3.** Ohio Local Income Tax
  - B.4.** State Teachers' Retirement System (employee contribution and purchased service)
  - B.5.** Professional Dues and Service Fees
  - B.6.** Credit Union
  - B.7.** Tax Sheltered Annuity
  - B.8.** Savings Bonds
  - B.9.** Employee purchased additional term life insurance
- C. DIRECT DEPOSIT:** Effective with the payroll of September 17, 2010, all contracted employees shall receive their pay via direct deposit. Employees shall authorize the direct deposit of the employee's compensation into the schools depository institution to be used as a conduit for distribution to the employee's choice of their depository institution(s) and execute the required documentation. Payroll funds shall be timely deposited so as to have accessibility to the funds on the pay date.
- D. AUTHORIZATION CLAUSE:** If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction or service fee procedure. The Association agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction and/or service fee process.

- E. SUPPLEMENTAL PAY:** Bargaining unit employees who have supplemental contracts that encompass work performed for less than the entire school year and whose supplemental contract compensation is in excess of \$2000.00, shall be paid in two (2) installments with the first check to be paid upon completion of half of the scheduled season activities and the final payment at the end of the service and upon submission of the Athletic Director and/or Building Principal's authorization to release payment. No compensation shall be paid unless all proper documentation has been received.

#### **ARTICLE XVIII- SALARY SCHEDULES**

- A. PLACEMENT ON SCHEDULE:** Bargaining unit members shall be paid according to their years of experience and training and placement on the attached indexed salary schedule. All certification information must be turned in to the Superintendent's office no later than August 31<sup>st</sup> for placement on the new contract year salary schedule.
- A.1.** A bargaining unit member who has obtained a Bachelor's Degree shall be placed according to his/her years of experience on the BA Column of the Teachers' Indexed Salary Schedule.
- A.2.** A bargaining unit member who has obtained a five (5) year degree or its equivalent with at least 150 semester or 225 quarter hours (or combination there of) shall be placed according to his/her years of experience on the BA+150 Column of the Teachers' Indexed Salary Schedule.
- A.3.** A bargaining unit member who has obtained a Master's Degree shall be placed according to his/her years of experience on the MA Column of the Teachers' Indexed Salary Schedule.
- A.4.** A bargaining unit member who has obtained a Masters degree mid-year shall be placed on the MA Column of the Teachers Indexed Salary Schedule according to his/her years of experience. To be placed on the salary schedule all necessary information must be submitted to the Treasurer by January 15<sup>th</sup>. Documentation shall be official transcripts. A copy of MA degree or official letter from Dean of University can be submitted should transcripts not be available by January 15.
- B. BASE SALARY:** The B.A. base salary (1.000, BA Column -Step 0) effective the first teacher work day of the 2012-2013 school year shall be \$31,795 (Appendix C). The B.A. base salary (1.000, BA Column -Step 0) effective the first teacher work day of the 2013-2014 school year shall be \$31,795 (Appendix C).
- C. SUPPLEMENTAL SALARIES:** Supplemental contracts for (Appendix D) 2012-2013 shall be calculated on a base of \$31,795 and paid according to the attached Supplemental Salary

Schedule (Appendix E). For the 2013-2014 supplemental contracts shall be calculated on a base of \$31,795 (Appendix E).

**C.1.** Guidance Counselors in the district shall receive a stipend for their extended time services that is equal to their per diem rate, plus an additional fifteen (15%) percent of the respective per diem rate, calculated on the counselor's base salary in accordance with the effective salary schedule for a maximum of 10 extended service days per contract year. Article XVIII, Clause C, Section 1 (C.1) shall become effective upon the vacancy created by the retirement or resignation of the current placeholders of the positions. When a vacancy is created, the replacement counselor will be compensated at the per diem rate described herein. Upon the first vacancy created by the retirement or resignation of one of the two counselors receiving remuneration for the extended time, the Board will increase the number of counselors receiving compensation from two (2) to three (3).

**C.2.** Extended time services for the Career Based Intervention program shall be compensated at a rate equal to the per diem rate calculated on the instructor's base salary in accordance with the effective salary schedule for a maximum of 20 extended service days per contract year. Article XVIII, Clause C, Section 2 (C.2) shall become effective upon the vacancy created by the retirement or resignation of the current placeholder of the position.

**C.3.** Extended time services for the marching band program shall be compensated at a rate equal to the per diem rate calculated on the instructor's base salary in accordance with the effective salary schedule for a maximum of 20 extended service days per contract year. Article XVIII, Clause C, Section 3 (C.3) shall become effective upon the vacancy created by the retirement or resignation of the current placeholder of the position.

**D. LONGEVITY STEPS:** See attached salary schedules.

**E. STIPEND:** The Board will pay a stipend to each bargaining unit member who was under contract during the 2011-2012 school year, and actively employed under contract in 2012-2013, according to the following guidelines:

Members in PPO1 Single Plan: \$300

Members in PPO1 Family Plan: \$600

Members in PPO2 Single or Family Plan: \$300

Members exercising the opt-out: \$300

Additionally, all bargaining unit members who are prevented from enrolling in Board provided insurance plans due to Consortium rules will be paid a stipend of \$300. The 2012-2013 stipend will be paid in one-lump sum on or before the final pay in October, 2012.

For the 2013-2014 school year, the Board will pay each bargaining unit member a one-time stipend of 1% of their individual base salary (excluding supplemental and extended time contracts) as of August 30, 2013. The stipend will be paid in one-lump sum on or before the final pay in October, 2013.

- F. Individual HealthCare Transition Incentive: Individuals enrolled in PPO1 will receive the following stipends, in addition to the stipends articulated in Article XVIII, Clause E, for voluntarily enrolling in PPO2. Bargaining unit members voluntarily transitioning to PPO2, must have completed enrollment forms submitted to the Treasurer's office no later than September 7<sup>th</sup> in the year of the transition. Bargaining unit members who enroll in PPO2 are making a permanent transition and will not be permitted to revert back to PPO1. Stipends will be paid in one-lump sum on or before the final pay in October of the respective year.

**F.1. 2012-2013**

Single Plan Enrollee: \$350

Family Plan Enrollee: \$600

**F.2. 2013-2014**

Single Plan Enrollee: \$500

Family Plan Enrollee: \$700

**ARTICLE XIX- PROFESSIONAL DEVELOPMENT STIPEND**

- A. A bargaining unit member who is upgrading or renewing (or transitioning or adding areas of licensure/certification with the Superintendent's approval) his/her licensure/certificate through an accredited college or university (approved by the Superintendent and LPDC President) shall receive tuition stipend or payment from the Board upon successful completion of such work. The Board will pay up to \$250.00 per semester hour with a maximum of \$800.00 per employee and a maximum of \$20,000 annually for the entire participating bargaining unit.
- B. Quarter hours will be converted to semester hours using a 3 quarter hours to 2 semester hour ratio.
- C. Only successful completion of graduate level courses or undergraduate courses which lead to upgrading, renewing, transitioning or adding areas of licensure may be approved by the Superintendent and LPDC President and payable. A seal-bearing official transcript from the college or university must be received by the Superintendent's Office by October 15 of each year along with written verification of the tuition costs paid. Any transcript received after October 15 will be applied to the following year's payment.
- D. Payment will be made by the first pay in December of the respective year. The

calculations of the awards will be determined by the Superintendent and the LPDC President with the approval of the Treasurer.

**ARTICLE XX- EARLY RETIREMENT INCENTIVE PLAN (ERIP)**

The parties agree to form a joint committee consisting of two (2) administrators and two (2) LTA members to investigate the applicability of an ERIP. In the event that the Board elects to institute an ERIP, this committee will assist and advise in the formulation of an ERIP and the provisions of such plan shall be bargained with the LTA.

**ARTICLE XXI- LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

Follow the Bylaws of Operations of the Local Professional Development Committee.

**ARTICLE XXII- EMPLOYEE CHILDREN ENROLLMENT**

The children (step-children or dependents through guardianship) of bargaining unit members who reside outside of the LaBrae Local School District may attend the LaBrae Local Schools as students via the open enrollment application process. LaBrae Local Schools shall have no obligation to transport such child. These children of bargaining unit members shall not count towards any determination of class size by the district nor shall the LaBrae School District have any increased excess costs due to the placement of these children in any special needs program (Hearing Impaired, ED, etc.).

**ARTICLE XXIII- DISTRICT CONSOLIDATION, JURISDICTIONAL CHANGES AND TERRITORIAL TRANSFERS**

The Board will not enter into any merger, consolidation, or assignment with any other school district which would result in the suspension of any bargaining unit members currently employed by the LaBrae Local School District.

**ARTICLE XXIV- IMPLEMENTATION PROVISIONS**

This Master Contract shall be implemented by the following procedures:

- A. Upon tentative agreement between negotiators for the LTA and the Board, the tentative agreement shall be submitted to the LTA membership for ratification, and the LTA shall so inform the Board.
- B. After ratification by the LTA, the tentative agreement shall be submitted to the Board for approval and formal adoption.

- C. Once both parties have ratified the contract, the contract shall be printed in final form, and sufficient copies distributed to the LTA, administration, and Board with costs shared on a pro-rata basis between the LTA and the Board.

**ARTICLE XXV- CONTRARY TO LAW PROVISION**

If any provision of this agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this agreement shall remain in full force and effect for the term of this Agreement.

**ARTICLE XXVI- NO STRIKES**

During the term of the Agreement, neither the Association nor any employee shall engage in any strike, sit down, sit in, work stoppage, "slow down," job action or any other concerted interference with the operation of the schools as scheduled by the employer and prohibited by ORC 4117. Any violation of this section will be automatic and sufficient grounds for immediate disciplinary action by the Board against the participating employee(s).

**ARTICLE XXVII- DURATION OF AGREEMENT**

- A. The Master Contract between the LaBrae Teachers' Association and the LaBrae Board of Education shall be from August 29, 2012, to August 28, 2014.
- B. The Board and the Association acknowledge that during negotiations which preceded this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this Agreement. All other previously negotiated Agreements not incorporated herein are null and void and of no further force or effect.

**ARTICLE XXVIII- SUBCONTRACTING OF WORK**

- A. It will be the policy and intent of the Board to utilize its qualified employees for work in its schools and to subcontract work normally performed by its employees only when that course is dictated by circumstances beyond the control of the Board.
- B. Before proceeding with such subcontracting, the Board, except where it is of an emergency or casual nature (short duration), will notify the LTA explaining the reasons for such subcontracting. The parties shall meet at times requested to negotiate any subcontracting matters.

## **ARTICLE XXIX: TEACHER EVALUATION REVIEW COMMITTEE**

- A. The Association and the Board agree to the creation of a Teacher Evaluation Review Committee for the purpose of facilitating the Board's establishment of the Teacher Evaluation framework envisioned by O.R.C. 3319.11(A). The purpose of the Committee is to formalize the consultation process with the Association so as to allow it timely and meaningful input as the Board seeks to establish an appropriate evaluation structure as required by Ohio law. The Committee shall be comprised of five (5) Association members appointed by the Association president and five (5) members appointed by the Board or its designee. In addition, each party may appoint one (1) consultant to assist and/or attend committee meetings. The Committee shall be chaired jointly by a committee member from the Association and a committee member representing the Board. The Committee will meet as needed as determined by the Committee. Prior to the initial meeting of the Committee, members will receive written ODE information about the adopted Evaluation Framework model. The Committee shall be established and meet within fifteen (15) calendar days of ratification of this agreement.
- B. The parties agree on the need for an ongoing comprehensive review of the teacher appraisal system, evaluation instrument(s), and protocol. To that end, the Teacher Evaluation Review Committee (TERC), after the completion of its initial objective, as identified in Article XXIX Section A, will be formed with three (3) members appointed by the Association and two (2) administrators appointed by the Superintendent, in addition to the Superintendent, for the purpose of reviewing the evaluation and appraisal system and making recommendations for the adoption of any improvements to the evaluation process and/or any corresponding evaluation instrument(s). The TERC shall be an ongoing collaborative committee, and recommendations, if any are deemed necessary by the Committee, should be made prior to the beginning of each school year/evaluation cycle.

Execution of Collective Bargaining Agreement

FOR THE BOARD

Russell Sewell 6/11/12  
President, Board of Education Date

Barae J. Jones 6-11-12  
Treasurer Date

Anthony J. Calderone 6/11/2012  
Superintendent Date

FOR THE ASSOCIATION

Dennis Frederick 6/11/12  
President, LTA Date

John David Zelenak 06/11/12  
Negotiations Team Member Date

Kelly Renee Hurocraft 6/11/12  
Negotiations Team Member Date

Susan A. Roca 6/11/12  
Negotiations Team Member Date

Theresa Piro 6-11-12-2012  
Labor Relations Consultant Date

**APPENDIX A: GRIEVANCE PROCEDURE FORM**

**COMPLAINT BY THE GRIEVANT**

LaBrae Teachers' Association (Please type or print)

Grievant \_\_\_\_\_ Date of Informal Meeting \_\_\_\_\_

Home Address of Grievant \_\_\_\_\_ Phone \_\_\_\_\_  
\_\_\_\_\_

School Building \_\_\_\_\_ Subject area or grade \_\_\_\_\_

Principal or Superior \_\_\_\_\_

Name of Association Representative \_\_\_\_\_

**STATEMENT OF GRIEVANCE:**

(Cite section of Contract allegedly violated):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACTION REQUESTED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

Copies to:

Effective 9/1/91

**APPENDIX B**

**LaBrae Local Schools  
Teacher Salary Index**

Step	Bachelors		
	Bachelors	+150	Masters
0	1.0000	1.0700	1.1376
1	1.0518	1.1280	1.2011
2	1.1037	1.1860	1.2646
3	1.1555	1.2440	1.3281
4	1.2074	1.3020	1.3916
5	1.2592	1.3600	1.4551
6	1.3110	1.4180	1.5186
7	1.3629	1.4760	1.5821
8	1.4147	1.5340	1.6456
9	1.4666	1.5920	1.7091
10	1.5184	1.6500	1.7726
11	1.5702	1.7080	1.8361
12	1.6221	1.7660	1.9000
13	1.6221	1.7660	1.9000
14	1.6221	1.7660	1.9000
15	1.6221	1.7660	1.9000
16	1.6221	1.7660	1.9000
17	1.6221	1.7660	1.9000
18	1.6900	1.8350	1.9700
19	1.6900	1.8350	1.9700
20	1.6900	1.8350	1.9700
21	1.6900	1.8350	1.9700
22	1.6900	1.8350	1.9700
23	1.6900	1.8350	1.9700
24	1.6900	1.8350	1.9700
25	1.7100	1.8550	2.0200
26	1.7100	1.8550	2.0200
27	1.7700	1.9150	2.0800
28	1.7700	1.9150	2.0800
29	1.7700	1.9150	2.0800
30	1.7700	1.9150	2.0800
31	1.7700	1.9150	2.0800
32	1.7700	1.9150	2.0800
33	1.7700	1.9150	2.0800
34	1.7700	1.9150	2.0800
35	1.7700	1.9150	2.0800

**APPENDIX C**

**LABRAE LOCAL SCHOOLS**  
**Teacher Indexed Salary Schedule**  
**Base Salary \$31,795 - Effective 2012-2014 School Years**

Step	Bachelors		
	Bachelors	+150	Masters
0	\$31,795	\$34,021	\$36,170
1	\$33,442	\$35,865	\$38,189
2	\$35,092	\$37,709	\$40,208
3	\$36,739	\$39,553	\$42,227
4	\$38,389	\$41,397	\$44,246
5	\$40,036	\$43,241	\$46,265
6	\$41,683	\$45,085	\$48,284
7	\$43,333	\$46,929	\$50,303
8	\$44,980	\$48,774	\$52,322
9	\$46,631	\$50,618	\$54,341
10	\$48,278	\$52,462	\$56,360
11	\$49,925	\$54,306	\$58,379
12	\$51,575	\$56,150	\$60,411
13	\$51,575	\$56,150	\$60,411
14	\$51,575	\$56,150	\$60,411
15	\$51,575	\$56,150	\$60,411
16	\$51,575	\$56,150	\$60,411
17	\$51,575	\$56,150	\$60,411
18	\$53,734	\$58,344	\$62,636
19	\$53,734	\$58,344	\$62,636
20	\$53,734	\$58,344	\$62,636
21	\$53,734	\$58,344	\$62,636
22	\$53,734	\$58,344	\$62,636
23	\$53,734	\$58,344	\$62,636
24	\$53,734	\$58,344	\$62,636
25	\$54,369	\$58,980	\$64,226
26	\$54,369	\$58,980	\$64,226
27	\$56,277	\$60,887	\$66,134
28	\$56,277	\$60,887	\$66,134
29	\$56,277	\$60,887	\$66,134
30	\$56,277	\$60,887	\$66,134
31	\$56,277	\$60,887	\$66,134
32	\$56,277	\$60,887	\$66,134
33	\$56,277	\$60,887	\$66,134
34	\$56,277	\$60,887	\$66,134
35	\$56,277	\$60,887	\$66,134

**APPENDIX D**

Page 1 of 2

**SUPPLEMENTAL SCHEDULE**

Teachers who qualify on the schedule below will have the amount added to their salary as appearing on previous schedule.

BA + 6 semester, 9 quarter hours, or combination thereof \$50.00

BA + 12 semester, 18 quarter hours, or combination thereof \$100.00

BA + 18 semester, 27 quarter hours, or combination thereof \$150.00

BA + 24 semester, 36 quarter hours, or combination thereof \$200.00

150 semester hours or 225 quarter hours qualifies BA+150 on salary schedule

5 year + 6 semester, 9 quarter hours, or combination thereof \$ 50.00

**MA+10 graduate** semester hours, 15 graduate quarter hours, or combination thereof after the MA

2012-2014 \$1,034

**MA+20 graduate** semester hours, 30 graduate quarter hours, or combination thereof after the MA

2012-2014 \$1,357

**MA+30 graduate** semester hours, 45 graduate quarter hours, or combination thereof after the MA

2012-2014 \$1,938

**MA+45 graduate** semester hours, 67.5 graduate quarter hours, or combination thereof after the MA

2012-2014 \$2,584

**APPENDIX D**

Page 2 of 2

**SUPPLEMENTAL SALARY SCHEDULE**

ADDITION

1. All SUPPLEMENTAL CONTRACTS will be for a period of one school year and will terminate at the end of the season, or end of the school year.
2. Any supplemental salary, when calculated, that results in an amount with a percentage of a dollar that is worth 50¢ or more will be rounded to the next dollar.

**APPENDIX E: 2012-2014 Supplemental Salary Schedule**

POSITION	Base: \$31,795	Experience Steps				
	%	1 (17%)	2 (18%)	3 (19%)	4 (20%)	5 (21%)
Head Football Coach	1.00	\$5,405	\$5,723	\$6,041	\$6,359	\$6,677
Varsity Asst Football (3 pos.)	0.62	\$3,351	\$3,548	\$3,745	\$3,943	\$4,140
9/JV Football (2 pos.) + Summer duties	0.62	\$3,351	\$3,548	\$3,745	\$3,943	\$4,140
7/8 Grade Football (3 pos.)	0.46	\$2,486	\$2,633	\$2,779	\$2,925	\$3,071
Head Basketball (1 boys/1 girls)	1.00	\$5,405	\$5,723	\$6,041	\$6,359	\$6,677
Basketball Vars. Asst. (1 boys/1 girls)	0.46	\$2,486	\$2,633	\$2,779	\$2,925	\$3,071
JV Basketball Coach (1 boys/1 girls)	0.62	\$3,351	\$3,548	\$3,745	\$3,943	\$4,140
9th Grade Basketball Coach	0.46	\$2,486	\$2,633	\$2,779	\$2,925	\$3,071
8th Grade Basketball (1 boys/1 girls)	0.46	\$2,486	\$2,633	\$2,779	\$2,925	\$3,071
7th Grade Basketball (1 boys/1 girls)	0.46	\$2,486	\$2,633	\$2,779	\$2,925	\$3,071
5/6th Basketball (2 boys/2 girls)	0.10	\$541	\$572	\$604	\$636	\$668
4th Grade Basketball (1 boys/1 girls)	0.10	\$541	\$572	\$604	\$636	\$668
Volleyball Coach	0.55	\$2,973	\$2,973	\$3,323	\$3,497	\$3,672
Assistant Volleyball Coach	0.35	\$1,892	\$2,003	\$2,114	\$2,226	\$2,337
8th Grade Volleyball Coach	0.25	\$1,351	\$1,431	\$1,510	\$1,590	\$1,669
7th Grade Volleyball Coach	0.25	\$1,351	\$1,431	\$1,510	\$1,590	\$1,669
Varsity Baseball Coach	0.55	\$2,973	\$3,148	\$3,323	\$3,497	\$3,672
Assistant Baseball Coach	0.35	\$1,892	\$2,003	\$2,114	\$2,226	\$2,337
Varsity Softball Coach	0.55	\$2,973	\$3,148	\$3,323	\$3,497	\$3,672
Assistant Softball Coach	0.35	\$1,892	\$2,003	\$2,114	\$2,226	\$2,337
Varsity Track Coach	0.55	\$2,973	\$3,148	\$3,323	\$3,497	\$3,672
Assistant Track Coach	0.35	\$1,892	\$2,003	\$2,114	\$2,226	\$2,337
7/8 Track (1 boys/1 girls)	0.25	\$1,351	\$1,431	\$1,510	\$1,590	\$1,669
Cross Country Coach	0.40	\$2,162	\$2,289	\$2,416	\$2,544	\$2,671
Assistant Cross Country Coach	0.25	\$1,351	\$1,431	\$1,510	\$1,590	\$1,669
Varsity Golf Coach	0.40	\$2,162	\$2,289	\$2,416	\$2,544	\$2,671
Varsity Soccer Coach (1 boys/1 girls)	0.55	\$2,973	\$3,148	\$3,323	\$3,497	\$3,672
Varsity Soccer Asst. Coach (1 boys/1 girls)	0.35	\$1,892	\$2,003	\$2,114	\$2,226	\$2,337
Winter Phys. Fitness/Head FB Coach	0.17	\$919	\$973	\$1,027	\$1,081	\$1,135
Winter Physical Fitness (max 3*)	0.17	\$919	\$973	\$1,027	\$1,081	\$1,135
Summer BB Phys Fitness (2 boys/2girls)	0.17	\$919	\$973	\$1,027	\$1,081	\$1,135
Varsity Band Director	0.39	\$2,108	\$2,232	\$2,356	\$2,480	\$2,604
Asst. Vars. Band Dir/Summer Duties	0.48	\$2,594	\$2,747	\$2,900	\$3,052	\$3,205
7/8 Grade Band Director	0.175	\$946	\$1,002	\$1,057	\$1,113	\$1,168
Percussion (Band)	0.08	\$432	\$458	\$483	\$509	\$534
Elementary Band Director (5th Grade)	0.05	\$270	\$286	\$302	\$318	\$334
Elementary Band Director (6th Grade)	0.05	\$270	\$286	\$302	\$318	\$334
Majorette Coach	0.16	\$865	\$916	\$967	\$1,017	\$1,068
Flagline Instructor	0.16	\$865	\$916	\$967	\$1,017	\$1,068
HS Bowling Coach (1 boys/1 girls)	0.25	\$1,351	\$1,431	\$1,510	\$1,590	\$1,669

**APPENDIX E: 2012-2014 Supplemental Salary Schedule**

POSITION	Base: \$31,795	Experience Steps				
	%	1 (17%)	2 (18%)	3 (19%)	4 (20%)	5 (21%)
Yearbook - High School	0.25	\$1,351	\$1,431	\$1,510	\$1,590	\$1,669
Yearbook - Middle School	0.08	\$432	\$458	\$483	\$509	\$534
Student Council - High School	0.17	\$919	\$973	\$1,027	\$1,081	\$1,135
Student Council - Middle School	0.10	\$541	\$572	\$604	\$636	\$668
Student Council - Elementary	0.06	\$324	\$343	\$362	\$382	\$401
6th Grade Camp Director	0.17	\$919	\$973	\$1,027	\$1,081	\$1,135
6th Grade Camp Counselor	0.06	\$324	\$343	\$362	\$382	\$401
Freshman Class Sponsor	0.06	\$324	\$343	\$362	\$382	\$401
Sophomore Class Sponsor	0.06	\$324	\$343	\$362	\$382	\$401
Junior Class Sponsor (2 positions)	0.19	\$1,027	\$1,087	\$1,148	\$1,208	\$1,269
Senior Class Sponsor	0.17	\$919	\$973	\$1,027	\$1,081	\$1,135
Drama Advisor	0.40	\$2,162	\$2,289	\$2,416	\$2,544	\$2,671
Class Play	0.06	\$324	\$343	\$362	\$382	\$401
Mock Trial	0.08	\$432	\$458	\$483	\$509	\$534
Varsity Cheerleader Coach	0.30	\$1,622	\$1,717	\$1,812	\$1,908	\$2,003
JV Cheerleader Coach	0.23	\$1,243	\$1,316	\$1,389	\$1,463	\$1,536
Freshman Cheerleader Coach	0.25	\$1,351	\$1,431	\$1,510	\$1,590	\$1,669
7/8 Grade Cheerleader Coach	0.25	\$1,351	\$1,431	\$1,510	\$1,590	\$1,669
Beta Club Sponsor	0.18	\$973	\$1,030	\$1,087	\$1,145	\$1,202
Letterman Club Sponsor	0.06	\$324	\$343	\$362	\$382	\$401
Spanish Club Sponsor	0.08	\$432	\$458	\$483	\$509	\$534
German Club Sponsor	0.08	\$432	\$458	\$483	\$509	\$534
Ski Club Advisor	0.08	\$432	\$458	\$483	\$509	\$534
National Honor Society	0.10	\$541	\$572	\$604	\$636	\$668
Spirit Sweeties	0.06	\$324	\$343	\$362	\$382	\$401
SADD	0.09	\$486	\$515	\$544	\$572	\$601
5th Grade Prep Bowl	0.025	\$135	\$143	\$151	\$159	\$167
6th Grade Prep Bowl	0.025	\$135	\$143	\$151	\$159	\$167
7/8 Grade Prep Bowl	0.08	\$432	\$458	\$483	\$509	\$534
HS Prep Bowl/Academic Challenge	0.15	\$811	\$858	\$906	\$954	\$1,002
Power of the Pen	0.08	\$432	\$458	\$483	\$509	\$534
Web Master (2)	0.25	\$1,351	\$1,431	\$1,510	\$1,590	\$1,669
Challenge 24 (2)	0.05	\$270	\$286	\$302	\$318	\$334
Math Masters (2)	0.05	\$270	\$286	\$302	\$318	\$334
Detention Teacher **	15.00/hr.					
Saturday Detention Teacher	Sub Rate					

\*2 Football/1 General Fitness

\*\* Intermediate 1 Hr. or 2 Hrs. Per Week as determined by building principal (before or after school)



**INDEX**

Revised 5/2012

**-A-**

Accuracy/Completeness of File ..... 14  
Achievement Testing..... 14  
Agreement (Negotiations)..... 2  
Appendix A – Grievance Form..... 34  
Appendix B – C – Salary Schedules ..... 37-38  
Appendix D – Supplemental Schedule ..... 39  
Appendix E – F – Supplemental Salary Schedules..... 39-42  
Appendix G – Tuition Reimbursement Form..... 43  
Assault Leave ..... 18  
Association Financial Security ..... 4  
Association Grievance ..... 6  
Association Grievance, Filing of ..... 6  
Association Meetings ..... 3  
Association Rights – Article III ..... 3  
Attrition..... 21  
Authorization Clause ..... 28  
Auxiliary/Counseling Services ..... 11

**-B-**

Base Salary ..... 29  
Board Policy Book..... 4  
Bulletin Board ..... 4

**-C-**

Calamity Days ..... 14  
Calculation of Severance ..... 27  
Caucus ..... 2  
Certificates of Insurance..... 26  
Certification/Licensure Requirements..... 13  
Class Size ..... 10  
Contents of File..... 14  
Continuation of Insurance on Unpaid Leave or on Recall List ..... 26  
Continuation of Insurances While on Unpaid Leave ..... 26  
Contract Renewal Procedure – Article XIV ..... 23  
Contrary to Law Provision – Article XXV ..... 33  
Cost for File Copies ..... 15

**-D-**

Day (Grievance Procedure) ..... 6  
Definitions (Grievance Procedure)..... 6  
Dependent Care Leave ..... 18  
Direct Deposit..... 28  
Dispute Settlement Resolution, Mutually Agreed Upon ..... 2

## INDEX

District Consolidation, Jurisdictional Changes & Territorial Transfers – Article XXIII .....	32
Duration of Agreement – Article XXVII .....	33

### -E-

Early Retirement Incentive Plan – Article XX.....	32
Eligibility (Severance Pay).....	26
Employee Children Tuition Waiver – Article XXII .....	32
Examination and Copies of File .....	15
Extended Leave of Absence for Illness, Disability, or Personal Reasons .....	20

### -F-

Facilities .....	10
Fact-Finding .....	2
Failure to Provide Notice.....	15
Family and Medical Leave .....	21
Filing of Association Grievance .....	6
Formula for Benefit (Severance Pay) .....	27
Funeral Leave.....	17

### -G-

Grievance .....	6
Grievance Procedure – Article V .....	6
Grievance Procedure Form – Appendix A .....	36
Grievant .....	6

### -I-

IEPs.....	11
Impasse/Mediation .....	2
Implementation Provisions – Article XXIV .....	32
Indemnification.....	5
Individual Contracts.....	5
Individual Rights of Teachers – Article VI .....	8
Insurance – Article XV.....	23
Insurance – Health.....	23
Insurance – Life.....	26
Insurance Contract Provided.....	26
Involuntary Transfer .....	12

### -L-

Leave Provisions – Article XII.....	16
Length of School Year/Day For Teachers – Article X .....	13
Level 1 - Informal (Grievance Procedure).....	7
Level 2 - Principal (Grievance Procedure).....	7
Level 3 - Superintendent (Grievance Procedure) .....	7

## INDEX

Level 4 - Board of Education (Grievance Procedure) .....	7
Level 5 - Arbitration (Grievance Procedure).....	8
Local Professional Development Committee – Article XXI .....	32
Longevity Steps.....	30
Lunch Period.....	13

### -M-

Mailboxes.....	3
Mainstreaming/Inclusion .....	9
Management Rights – Article IV .....	5
Meetings (Negotiations).....	1
Mileage Reimbursement.....	9

### -N-

Negotiations – Article II .....	1
News Releases (Negotiations).....	2
No Anonymous Material .....	15
No Reprisals .....	9
No Strikes – Article XXVI.....	33
Non-Discrimination .....	8
Notice of Board Meetings .....	4
Notification of Assignment – Article IX.....	13
Notification of File Contents .....	14
Notification to LTA President (RIF).....	21

### -O-

One File .....	14
ORC 3319.16 Material .....	15
Order of RIF.....	22
Other Disciplinary Material .....	15

### -P-

Pay Periods .....	27
Payroll Deductions.....	28
Payroll Deductions and Practices – Article XVII.....	27
Personal Leave.....	17
Personnel Files – Article XI .....	14
Placement on Schedule.....	29
Planning/Preparation Time .....	14
Pre-Employment References .....	15
Printing.....	3
Privacy of File.....	15
Professional Development Reimbursement – Article XIX.....	30
Professional Leave.....	19
Purpose (Grievance Procedure).....	6

## INDEX

### -R-

Reasons for RIF .....	21
Recall from RIF .....	22
Recognition – Article I .....	1
Reduction in Force – Article XIII .....	21
Removal From File .....	15
Representation .....	8
Right to Grieve .....	15
Right to Rebuttal .....	15
Right to Strike .....	3

### -S-

Safe and Healthful Working Conditions.....	9
Salary Schedule Index Appendix B .....	37
Salary Schedule: 2012-2014 Appendix C .....	38
Salary Schedules – Article XVIII .....	29
Schedule of Severance Payment.....	27
School Business Leave .....	20
School Day .....	13
School Year .....	13
Scope of Negotiations .....	1
Seniority Defined .....	21
Seniority Lists.....	21
Severance Elimination of Sick Leave.....	27
Severance Pay – Article XVI.....	26
Severance Payment Upon Death .....	27
Sick Leave.....	16
Signature Page.....	35
Stipend .....	30
Subcontracting of Work – Article XXVIII .....	33
Substitutes .....	11
Supplemental Pay.....	29
Supplemental Salaries .....	29
Supplemental Schedule: Appendix D.....	40
Supplemental Salary Schedules: Appendix E.....	41-42

### -T-

Teaching Conditions – Article VII .....	10
Telephone/Fax Use.....	8
Tentative Agreement .....	2
Textbook/Supplies.....	10
Tuition Reimbursement Form (Appendix G) .....	43

### -V-

Vacancies, Promotions and Transfers – Article VIII.....	12
Vacancy Defined .....	12

