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**MASTER CONTRACT**

**BETWEEN THE**

**LAKWOOD TEACHERS ASSOCIATION**

**AND THE**

**LAKWOOD LOCAL SCHOOLS BOARD OF EDUCATION**

**AUGUST 1, 2012 THROUGH  
JULY 31, 2015**

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## **ARTICLE 1- RECOGNITION**

- A. The Lakewood Board of Education (hereinafter referred to as the "Board") recognizes the Lakewood Teachers Association (hereinafter referred to as the "Association"), an affiliated local of the Ohio Education Association and the National Education Association as the sole and exclusive representative and bargaining agent for all bargaining unit members.
1. **Unit representation.** The bargaining unit shall consist of all full and part-time certificated employees (hereinafter referred to as "teachers"), including classroom teachers, therapists and tutors. Excluded from the bargaining unit shall be casual and day-to-day substitutes, Saturday school teacher, non-certified employees, superintendent, assistant superintendent, principals, assistant principals, and other administrative or supervisory personnel. Any certificated employee having the authority to hire, transfer, assign, promote, discharge, or discipline and other employees having responsibility to make recommendations thereon are also excluded from the bargaining unit.
  2. **Right to organize.** All bargaining unit members shall have the right to join or not join any organization for their professional economic improvement. Membership in any organization shall not be a condition of employment or continued employment.
  3. Substitutes employed in the Lakewood Local School District on a continuous basis in the same position for a period of sixty (60) or more days and those employed on a basis for one hundred twenty (120) days or more shall be members of the bargaining unit but shall be specifically excluded from the application of the contract renewal provisions of this Agreement and/or Sections 3319.11 and 3319.111 ORC. Substitute teachers thusly employed shall have no right to employment or reemployment in any subsequent year unless offered a regular contract of employment by the Board. Inclusion in the bargaining unit shall remain until the return to duty of the teacher whose position the substitute was employed to fill or the end of the current year, whichever shall come first.

## **ARTICLE 2 - NEGOTIATIONS PROCEDURE**

### **A. GENERAL.**

A written request for negotiations shall be made by either party not later than sixty (60) days prior to the expiration of the contract.

All proposals shall be submitted in writing by both parties at the initial meeting. Thereafter, no new items shall be submitted without mutual agreement.

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator for each party.

Tentative agreement on the negotiation package shall be reduced in writing and initialed by the representatives of each team, but initialing shall not be construed as final agreement. The tentative agreement shall be submitted to the Association for a vote and then to the Board. After approval, it shall be legally binding on both parties.

### **B. DISAGREEMENT.**

1. If agreement is not reached within forty-five (45) days from the first negotiation session on all items submitted for negotiations either party may declare impasse. Upon the declaration of impasse by either party, parties will jointly request the services of the Federal Mediation and Conciliation Service to help resolve the impasse. The cost, if any, of such mediating services shall be shared equally by the Board and the Association.
2. It is agreed by the Association and the Board that the terms of the existing agreement shall be extended throughout the impasse procedure period.
3. If the parties fail to reach agreement after twenty-one (21) calendar days after the beginning of mediation, the Association may initiate the provisions of Section 4117.14 (D-2) of the Ohio Revised Code.
4. If during the life of the Contract, bargaining is necessary due to impact, severability, or a specified re-opener provision in the Contract, said bargaining shall be in keeping with the bargaining procedures set forth in ORC 4117.

C. **SCOPE OF NEGOTIATIONS.** All matters as allowed by ORC 4117.08.

- D. 1. Meetings shall be scheduled with the least interruption of school schedules, however, if necessary, Association members of the team may be released from school duties without loss of pay to attend meetings. Negotiation meetings shall be in executive session unless mutually agreed by both parties.
2. Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party to caucus. A caucus will not exceed thirty (30) minutes unless an extension is mutually agreed to.
3. Meetings shall not exceed three hours unless mutually agreed to.
4. The first negotiation meeting shall be organizational in nature. At this meeting both parties shall exchange proposals. Thereafter, no new proposals may be made except by mutual consent. Both parties may set forth, at this first meeting, procedures for negotiating that differ from the procedures in this article so long as they are mutually acceptable and are in compliance with ORC 4117.

E. **REPRESENTATION.** The Board or its designated representatives shall meet with the Association or their designated representatives to negotiate in good faith. The representation shall be limited to three (3) representatives and four (4) observers/ consultants each for the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. Each party may select its representatives from within or outside the school district. While no final agreement shall be executed without expressed ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and concessions in the course of negotiations.

F. **ASSISTANCE.** The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions only. Up to four (4) observers/consultants may be used by each of the parties in any negotiation meeting. The use of consultants must be announced to the other party at least one meeting in advance.

- G. **NEWS RELEASE.** While discussions are in process, any release prepared for news media shall be approved by the other party prior to release. In the event impasse is reached, either party may issue reports to the public at their discretion.
- H. **INFORMATION.** Both parties agree to furnish each negotiation committee, upon request and in reasonable time prior to and during negotiations, all routinely and regularly prepared information concerning financial resources of the district.

### **ARTICLE 3 - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

The Association shall have the following rights and responsibilities. Rights and privileges in this section shall be exclusively granted to the Association as the sole and exclusive bargaining agent.

- A. The Association shall have the right to use the school buildings for general Association meetings or meetings with outside parties notifying the central office and building principal. Such meetings shall not interfere with nor interrupt normal instructional progress or school operations, and further shall be in keeping with the building and administrative policies of the Board and the Ohio Revised Code.
- B. The Association shall have the right, within established administrative procedures, to use facilities, equipment, typewriters, copy machines, duplicating equipment, and audio-visual equipment, and shall be responsible for said equipment when used for Association purposes. The Association shall furnish supplies for duplication.
- C. The Association shall have the right to use school faculty bulletin boards, make announcements at faculty meetings, and distribute faculty bulletins to teachers according to normal school procedure.
- D. The Association shall have the right to the use of the internal mail system of the school.
- E. The Association shall receive a copy of the Board agenda before each regular Board meeting, a copy of the approved Board minutes and the Treasurer's approved monthly financial report, the adopted appropriations measure, the County Auditor's amended certificate, training and experience grid, and the county auditor's approved budget. These shall be sent to the Association president.
- F. The Association shall be recognized at every regular school Board meeting in keeping with the understanding of open communication. Specific items

to be brought before the Board will be presented to the Superintendent for placement on the agenda.

- G. The Association shall have the right to payroll deductions for membership dues and Fund for Children and Public Education (FCPE) deductions. Such deductions shall be made in equal installments beginning with the first pay in September following the receipt by the Board Treasurer of a signed authorization from the Association Treasurer. Deadlines for deduction forms shall be September 1<sup>st</sup>. Payroll deductions will be completed by the first pay in May (May 15). Teachers new to the district are eligible for deductions immediately upon employment. Said deductions will be continuous from year to year unless a teacher gives written notice to the treasurer and the Association president during the month of August to stop such payroll deductions. Dues deducted shall be transmitted monthly to the Association Treasurer. The Association will be responsible for collecting any dues not collected through payroll deduction. In the event a teacher's employment is voluntarily or involuntarily terminated, or a teacher takes an unpaid leave of absence, the balance of annual dues not deducted during the year will be deducted from their final paycheck.

The Board shall be held harmless against claims regarding Association authorization for dues deductions when such errors are caused by the Association or bargaining unit member.

- H. The Board shall inform the Association of any new or modified fiscal budgetary or tax program, construction programs or revisions of education policies, which are proposed or under consideration.
- I. As representatives of the teachers employed by the Board, the Association will be responsible for informing all its members of all items agreed through negotiations.
- J. The Board and the Association will share the cost of printing the agreement.

The title shall read "Master Contract Between The Lakewood Teachers Association and The Lakewood Board of Education." The table of contents shall list article number, article name and page number.

- K. A copy of this agreement between the Association and the Board will be provided by the Association. This agreement will be provided to new teachers during the first week of employment.
- L. Representatives of the Board will meet with representatives of the Association monthly to discuss matters of mutual concerns, if requested by either party, at mutually convenient times and locations.

## **ARTICLE 4 - BUILDING ADVISORY COMMITTEE**

- A. The members of the bargaining unit in each building shall form a building advisory committee in order to create a positive cooperative environment in which they are free to discuss and affect change in areas of their interest and/or concern, as long as such have not been made the subject of a grievance. The purpose of the building advisory committee will be to provide a positive vehicle for communication between teachers and the administration.
- B. The primary functions of the building advisory committees are to discuss building operations and any items of interest and/or concern and to seek to provide appropriate solutions to the administration.
- C. Establishment of the building advisory committee shall be no later than October 1 of school each year. The building advisory committee shall include no more than a maximum of five (5) faculty members chosen freely by the faculty. The building advisory committee shall also include the Building Principal or the Building Assistant Principal. The faculty must appoint a secretary to prepare an agenda, take notes and distribute minutes. Agendas will be distributed to all staff members one (1) week in advance of the regular meeting. Minutes of the building advisor committee meeting will be distributed within one week after the meeting was held. The secretary will distribute the minutes to all faculty members.
- D. Membership on the building advisory committee will be a non-paid professional position.

## **ARTICLE 5 - TEACHING CONDITIONS**

Teachers employed under regular contract to perform regular duties shall be governed by the following teaching conditions:

- A. Upon initial employment, when possible, a teacher shall be notified no later than August 1 of his or her teaching assignment, including:
  - 1. The building where services are to be performed.
  - 2. Subject/grade to be taught. If a teacher is hired after August 1, the above information will be supplied when the initial contract is offered by the Board. Any teacher hired to replace a teacher on a leave of absence will be so notified by the individual contract. Any teacher currently employed by the Board, while their assignment in any of the above conditions is changed, will also be notified by August 1, in keeping with the Transfer and Vacancies provision of this agreement (Article 15, Section C).

- B. The school year shall consist of no more than one hundred eighty-three (183) days, of which a minimum of one hundred seventy-eight (178) shall be instructional. Two (2) days shall consist of in-service meetings, two (2) days may consist of parent-teacher conferences and one (1) day shall be a teacher work day, all of which are contractual days.
- C. Substitute teachers will be hired in absence of classroom and traveling teachers at the discretion of the superintendent. However, if the administration is unable to obtain a substitute or if a substitute is needed for a limited period of time, (i.e., a period or an hour) regular members of the faculty may be used as period substitutes. Period substitutes shall be reimbursed at the rate of fifteen dollars (\$15.00) per hour if such service is provided during their lunch or preparation period. A period shall be defined as forty-five (45) minutes in length.

Regular members of the faculty at the elementary level may be used as substitutes if the administration is unable to obtain a substitute or if a substitute is needed for a limited period of time. Students may be assigned to a member's regular class provided the total class enrollment does not exceed thirty (30) students, or in the case of special education/developmentally handicapped classes, the assignment of students for substitute purposes does not exceed state minimums. Study hall monitors and teachers, librarians, physical education teachers, vocal and instrumental music teachers and art teachers shall be excluded from receiving additional reimbursement.

Since the elementary level does not operate on a period basis, teachers assigned to teach students on a substitute basis shall be reimbursed at fifteen dollars (\$15.00) per forty-five (45) minute period of time or eighty dollars (\$80.00) per day prorated. Example: Teachers substituting for a thirty-minute (30) minute period of time shall be reimbursed eleven dollars (\$11.00). When an absent teacher's class is divided among three teachers for the day, each teacher shall receive 1/3 of eighty dollars (\$80.00) for the day.

- D. The Board shall endeavor to provide separate work areas for teachers, including bookshelves, bulletin boards, adequate heating, lighting and ventilation in each building. These facilities shall include at least one (1) table, a minimum of one (1) computer and one (1) copying machine for each building. This equipment shall be maintained in good working condition by the Board.
- E. Separate toilet facilities shall be provided for teachers in all buildings.
- F. **TEACHER WORK DAY**

1. Teachers' instructional day shall consist of no more than seven and one-fourth ( $7\frac{1}{4}$ ) continuous hours, unless conferences or

teacher meetings are scheduled; this shall include an uninterrupted duty-free lunch period of no less than thirty (30) minutes.

2. Meetings held before or after the workday shall not exceed eighty (80) minutes per month. No single meeting shall exceed forty-five (45) minutes.
- G. The schedule for each full-time equivalent classroom teacher, who is assigned to a school with a teacher day of six (6) hours or longer exclusive of the lunch period, shall include at least two hundred (200) minutes per week with a goal of a minimum thirty (30) minute block daily for personal instructional planning, evaluation and conferences. The edits to item G are referred to the Labor Management Committee with their decision to be implemented at the beginning of the 2<sup>nd</sup> semester of the 2012-13 school year.
- H. Travel time during the school day shall not be considered lunch, planning or conference time.
- I. Teachers shall be provided with a locked storage area.
- J. No more pupils shall be assigned to an instructional room or station than there are facilities for conducting meaningful educational programs. The Board shall strive to limit the size of study halls at the middle and high schools to a commensurable size for learning adjustment. Special programs shall not exceed the numbers set forth in the State Standards or other applicable provisions.

### **CLASS SIZE**

1. Regular instruction classes will be scheduled not to exceed the maximum number of pupils provided in this Agreement. Class size limits do not include mainstreamed special education pupils, (except if assigned for four [4] hours per day at the elementary or for an entire period at the high school), music, art, physical education, large group instruction, library and study hall and other supervisory activities. When classes are scheduled to exceed the maximum provided herein, the Administration may either make an adjustment in the size of the class or authorize additional compensation for the teacher as provided below.
2. Except as provided in this Agreement, classes will not be scheduled to exceed the following limits for each of the following levels:
  - a. Grades K - 4 - 25 pupils per class
  - b. Grades 5 - 12 - 28 pupils per class

It will be the teacher's responsibility to notify the principal at any time that an adjustment in class size or alternative compensation is required.

3. No adjustment in class size will be required for the first fifteen (15) school days of any semester. When adjustment is required under this Agreement, the Administration shall have the option to reduce the number of assigned pupils in the class or in the alternative, provide additional compensation as follows: For each pupil in excess of the maximum numbers of pupils provided in the Agreement, after the grace period, the teacher will be compensated at the rate of one dollar (\$1.00) per student per period at the high school and middle school and two dollars (\$2.00) per student per day at the elementary and intermediate schools. Compensation will be prorated on a daily basis after the grace period for each day the teacher is assigned excess pupils and paid at the end of the school year.
- K. Teachers shall be given a list of students enrolled in their classes who have active I.E.P.'s or 504 Plans and where the I.E.P.'s or 504's are filed no later than teacher orientation day.
- L. Progress book shall remain open three (3) working days after the end of each grading period.

## **ARTICLE 6 - REGULAR TEACHING DUTIES AND RESPONSIBILITIES**

The following shall be the regular teaching duties of teachers employed by the Board: instruction of children in keeping with assignment(s) set forth in the individual contract; supervision of children in homeroom periods; necessary preparation for instruction; routine monitoring of physical facilities, not including custodial services. Use of time when scheduled during the school day for preparing oneself to provide quality instruction to the children, excluding the duty free lunch period; direct and be responsible for the activities of any Health and Safety Monitors that may be assigned observe reasonable rules and regulations by the superintendent and building principal.

## **ARTICLE 7 - TEACHER RIGHTS AND DUE PROCESS**

- A. The private and personal life of teachers shall not be used as a condition of employment or renewed employment unless it interferes with the teacher's professional performance or students' morals. Teachers may wear insignia pins, or other identification of membership in the association or other organizations, civic or professional, on school premises.

**B. PROCEDURE FOR CHANNELING CONCERNS.**

Within the Lakewood Local School District, concerns about various school personnel will arise. Many of these concerns can be resolved if there are open channels of communication and if there is mutual trust between and among the various segments of the school and community. To bring about open channels and trust, the following conditions and procedures will exist:

1. If a parent or student shares a concern with a Board member, the Superintendent or an Administrator, the parent or student will be asked if they will allow or wish the concern to be transmitted to the school employee. If a Board member receives a concern about school personnel, the concern will be channeled through the Superintendent. The parent or student, in permitting this action, should realize that his or her name will also be transmitted to the school employee. If the parent or student does not wish the concern to be transmitted to the employee, the concern will not be further processed.
2. Every attempt shall be made to recognize and resolve a concern at the lowest possible level. Discussion is the most effective way of resolving concerns and this procedure is encouraged. When a concern is received, the person will be encouraged to directly contact the employee or the immediate administrator of the employee.
3. If the concern cannot be resolved with an informal conference, the formal procedure shall be:
  - a. At the written request of the concerned party or the employee, a meeting may occur with both parties involved. The meeting will be conducted by the appropriate administrator. The resolution of the concern shall be determined by the administrator and shall be shared in writing. If the concerned party will not agree to meet, the concern will not be further processed.
  - b. If the concern is not resolved satisfactorily at the local administrative level, either party may request, in writing, a conference with the Superintendent of schools or his/her representative. The resolution of the concern shall be determined by the Superintendent and transmitted to both parties in writing.
  - c. If the concern remains unresolved in the minds of either party, either the concerned person or the employee may

request a conference with the Board of Education in accordance with Board Policy.

- d. In each of the steps for the formal conference, either party may be accompanied by counsel and/or a representative of his/her choosing. It is required that either party inform the person conducting the conference the person who shall accompany him or her. This notification should occur at least two (2) days prior to the conference.
- C. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the administration will assist in taking reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- D. No teacher shall be disciplined, reprimanded, reduced in position, or Compensation, or deprived of any contract status without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

## **ARTICLE 8 - ACADEMIC FREEDOM**

- A. 1. A teacher seeks to educate people in the educational skills and in democratic traditions, to foster recognition of individual freedom and social responsibility to inspire meaningful awareness of and a respect for the Constitution and the Bill of Rights, and to instill appreciation of individual personality. It is recognized that these educational skills and democratic values can best be transmitted in an atmosphere which encourages free inquiry and learning, and in which academic freedom for teachers and students is encouraged.
2. It is recognized that the Superintendent has responsibility for all teaching in the school district. It is further recognized that the Principal in each school has the responsibility to supervise each professional staff member with respect to all teaching activity conducted within the building. Should differences exist with respect to the subject of academic freedom, the teacher and his/her Association representative shall review the matter with the Superintendent or his designee.
3. In the spirit of academic freedom, teachers will create a classroom atmosphere which invites in-depth study of the critical issues of the day. The classroom environment shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of the critical issue(s) under study. The teacher is

responsible for exercising reasonable and prudent judgment for selecting for discussion the issues he/she deems relevant to the maturity and understanding of the students, and in keeping with the Academic Content Standards of The State of Ohio and with State Standard 3301-35-02, educational programs will have daily lesson plans and give direction for instruction and implementation of all courses of study as adopted by the Board.

4. Freedom of individual conscience, association and expression will be encouraged, and fairness of procedures will be observed.

## **ARTICLE 9 - TEACHER EVALUATION**

The following provision shall be used for the purpose of evaluation of the teaching staff of the Lakewood Local School District.

### **A. PURPOSE**

Evaluation shall be for the following reasons:

1. To improve the quality of the education programs of the district.
2. To improve the competency of the teaching staff.
3. To provide an orderly and uniform employment relationship of the teaching and administrative staff with the Board.
4. To provide re-employment information to facilitate equitable and objective decisions on such matters by the Board.

### **B. METHOD**

Evaluation of teaching staff shall use the following procedures:

1. Formal or informal discussions or conferences may be called by teacher's building principal, supervisor, or the teacher himself/herself aside from the formal observation for the purpose of discussing a teacher's performance.
2. One (1) evaluation form will be used to evaluate teachers or teacher performance problems.

The evaluation forms used shall be developed by the Evaluation Committee composed of one teacher from each building appointed by the president of the Association and two administrators appointed by the Superintendent.

3. One evaluation must be conducted no later than January 15, with a written report to the teacher being due no later than January 25. A second evaluation must be conducted between February 10 and April 1, with the written report to the teacher being due no later than April 10<sup>th</sup>.
4. If a written record is made of such conference, each party shall have a copy of same and an opportunity to give written attachment.
5. In view of the fact that teacher effectiveness, competency, and overall impact upon the school setting is not confined to the classroom, discussion in the conference may include duties, responsibilities, policies, and procedures that relate to effective performance of regular or supplemental duties.
6. Administrative assistance shall be provided where it has been determined that there are deficiencies, and a record of such assistance shall be included in their records of teacher evaluation.
7. If a teacher and/or administrator request it, a more experienced teacher of the same subject matter or areas could observe and offer the teacher assistance only. However, in no case shall a member of the bargaining unit be used to evaluate, participate in a disciplinary hearing, testify or be used in the non-renewal of another bargaining unit member.
8. No monitoring or listening device is to be used in observance and evaluation without the knowledge and written consent of both parties.
9. At the request of either party, consultants from outside agencies could be utilized to observe and offer assistance only.

C. **RECORDS**

All evaluation records, including the results of observations, follow up conferences, notes, and assistance to the staff shall be in triplicate - original to be placed in the teacher's file, and copies retained by the administrator and the teacher. All written records shall provide for comments of both parties involved and provision of signature of both parties prefaced with the following:

"It is understood the teacher's signature indicates only that the content has been reviewed by the teacher with the administrator."

**D. OBSERVATION AND CONFERENCE SCHEDULE**

1. a. Teachers who are on a one (1) year contract will be evaluated at least two (2) times during the year.
  - b. Teachers who hold a two (2) year contract will be evaluated at least two times in the second (2nd) year of the contract.
  - c. Teachers who hold a five (5) year contract will be evaluated at least two times during the third (3rd) and fifth (5th) year of their contract.
  - d. Teachers who hold a continuing contract will be evaluated at least two times every third (3rd) year.
  - e. Teachers who develop teacher performance problems may be evaluated at any time following the procedures in Section B. of this article.
2. Teachers in the initial year of employment or on a one (1) year limited contract will be formally observed at least once each semester.
  3. Teachers may request formal observation at any time.

**E. TEACHER PERFORMANCE PROBLEMS**

At such time as a teacher performance problem develops and that problem has not been documented during the regularly scheduled evaluation/observation schedule, the following procedure may be initiated.

1. First, an informal meeting between the principal and the teacher should be held to discuss the problem and to inform the teacher he/she may be observed.
  - a. If the problem is of a critical nature (as perceived by the principal) an immediate solution should be worked out at this informal meeting. Solutions should be worked out at this informal meeting. Solutions should be spelled out in writing as well as a time at which the problem should be resolved.
  - b. If the problem is not of a critical nature (as perceived by the principal) within five (5) working days after this meeting the principal shall observe the teacher to identify and/or confirm the performance problem. Within five (5) working days of this observation, the principal shall initiate with the teacher a written, definite, positive assistance plan (including a time

line of not less than twenty [20] working days) for improvement and correction of the performance problem.

2. In the event that the performance problem continues after providing the teacher the specified amount of time to pursue the improvement plan, the principal may conduct a complete evaluation of the teacher.
3. If the performance problem is corrected within the school year in which the process was initiated, the teacher shall return to the evaluation sequence listed above.

F. During the 2012/2013 school year, all teachers will be evaluated under the existing evaluation system.

1. Not later than July 1, 2013, the Evaluation Committee of the Lakewood Local School District Board of Education and the Lakewood Teachers Association shall adopt a standards-based teacher evaluation policy that conforms with the evaluation of teachers developed under Section 3319.112 of the ORC. The Evaluation Committee will consist of a minimum of one (1) representative from each building chosen by the LTA and two (2) LTA Executive Board members, with an equivalent number of Administrators chosen by the Board of Education. (For implementation in the 2013/14 school year.)
2. All staff involved in the new evaluation program shall be trained in the evaluation processes, procedures and tools. Training shall occur during professional development or early release days.
3. If the parties are unable to agree upon a new plan, either party may call upon the mediation services of FMCS to overcome any obstacles to their work.

## **ARTICLE 10 - PERSONNEL FILES**

A personnel file for each member of the bargaining unit shall be maintained in the Central Office. A teacher shall receive written notification from the individual placing the material in his/her file within five (5) working days after placement. The teacher shall be given the right to attach a rebuttal regarding any information believed to be inaccurate. Any items, other than the exceptions noted below or those related to a criminal offense, shall be removed after three years.

Exceptions to this placement notification shall be:

- a. Any "Leave" form

- b. Transcripts
- c. Certificates
- d. Letters to the Board or superintendent from the teacher
- e. Letters to the teacher from the Board or superintendent
- f. Emergency medical form
- g. Applications and related materials
- h. Evaluations
- i. Other information submitted to the Central Office by the teacher. All information placed in the file shall be dated and the source identified.

The confidentiality of personnel files shall be maintained in accordance with the provisions of Section 149.43 ORC provided, however, that the teacher(s) be notified in writing whenever their file is opened to the public.

## **ARTICLE 11 - REDUCTION IN FORCE**

If the Board determines it necessary to reduce the number of bargaining unit positions under ORC 3319.17 or for territorial changes, organization or attendance boundary changes as part of the District Reorganization Plan, changes in curricular offerings, and/or a decrease in the sum of general fund revenues, special state and federal funds from which bargaining unit salaries are drawn, the following procedures shall apply:

- A. The Association president shall be notified of the Board's intent to consider a RIF program and reasons for such program.
- B. A meeting shall be held between representatives of the Association and the superintendent by March 20 to review appropriate data and assess the need for a RIF program for the ensuing school year or ninety (90) days prior to any Board action during the current school year. Implementation of a Reduction In Force (RIF) shall be in accordance with the following procedure:
- C. **PROCEDURES FOR DETERMINING A RIF LIST:**
  - 1. A list shall be prepared of all teachers according to certification, continuing contract (issued by the Board), and seniority (continuous service in the district) within all areas of certification for each

teacher. This list shall be maintained and updated on an annual basis and provided to the Association President by September 30<sup>th</sup> of each year. The list shall include the following information:

- a. Seniority regarding years of service in the district.
  - b. Areas of certification on file at the central office as of March 20th.
2. The Board of Education shall act on all continuing contracts prior to implementation of this procedure for those who qualify.
  3. A formal statement list shall be prepared indicating the specific positions to be abolished. This list shall be given to the Association president by April 1<sup>st</sup> of each year.
  4. A reduction in force list will be prepared by applying the following steps until all necessary reductions have been accomplished:
    - a. All members of the bargaining unit will be placed on seniority list for each teaching field(s) for which they are properly certificated. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
    - b. Seniority will be defined as the length of continuous service as a certificated employee under regular contract in this district.
      - 1) Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.
      - 2) If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
        - The date of the Board meeting at which the teacher was hired, and then by:
        - The date the teacher signed his/her initial employment contract in the district, and then by:
        - Any remaining ties will be broken by flip of coin.
      - 3) Recommended reductions in a teaching field will be made by:

a. Teachers shall be reduced first by utilizing the following order:

- 1) Licensure/Certification;
- 2) Competency as determined by formal evaluation;
- 3) When evaluations are comparable, seniority in the District shall prevail. Teachers on continuing contracts will be given preference in RIF.

5. A teacher whose contract is suspended as a result of a RIF program shall be given written notification, by certified or personally hand delivered mail, that his/her employment will be suspended and the reason for such suspension. If hand delivered both parties will sign and date that the letter was delivered and received. At no time shall the hand delivered letter be delivered before or during the school day.
6. Reasons for all RIF's shall not be arbitrary, capricious or discriminatory.

**D. RE-EMPLOYMENT OF TEACHERS FROM THE RIF LIST:**

1. All teachers whose contracts are suspended as a result of a RIF program shall be placed on a list stating years of continuous service to the district and subject(s) certified to teach.
2. A teacher on the RIF list shall be offered a contract for position for which certified, as set forth on said RIF list, as positions become available and in keeping with the certification and the seniority provisions of the RIF list.
3. Any bargaining unit member who gains additional certifications/licenses while on the recall list will be credited at the time of written submission of the new certification to the Superintendent.
4. When an opening(s) occurs, the Board shall send a certified letter to all teachers certified for the position to their last known address to advise them of such position with a carbon copy to the Association president. It is the teacher's responsibility to keep the Board informed of his/her whereabouts. The teacher shall notify the

superintendent within ten (10) days from the date the letter is sent to indicate availability and desire for such position. The Board shall reinstate that teacher with the greatest seniority who indicates availability and desire for such position.

5. Transfers of teachers employed IDLA not affected by the RIF program shall be limited to positions not affected by said program. If a position(s) initially abolished is reinstated or if a new position(s) is established, this position(s) will be offered first from the teacher RIF list. Transfers may be made to a position affected by the RIF program after the position(s) has been offered to all properly certificated teachers on the RIF list.
  6. No teacher new to the district will be employed until all properly certified teachers on the RIF list have been offered a contract for the position in accordance with the provisions of this policy.
  7. Upon recall, all rights related to salary, fringe, benefits, and seniority shall be fully restored at the level just prior to the Reduction In Force action.
- E. Teachers suspended will be given consideration as substitute teachers.
- F. Teachers whose contracts have been suspended due to Reduction In Force shall have the right to pay the total premium for group life, hospitalization, and other group insurance benefits for a period not to exceed two (2) years unless prohibited by the insurance carrier.
- G. Administrative and supervisory personnel are excluded from the provisions of this Article.
- H. A teacher affected by RIF shall be granted the rights herein stated for a period not to exceed two (2) years. The two (2) year count shall begin on July 1 if the RIF is for the succeeding school year; and shall begin on the first work day not worked if the RIF is during the contract year.

## **ARTICLE 12 - INDIVIDUAL CONTRACTS REGULAR**

All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:

Name of teacher, name of school district, Board of Education employing said teacher, type of contract if limited, the number of years the contract is to be in effect, annual compensation to be paid for the first year of the contract, basis of determining compensation (i.e.,

classroom teacher - B.A. Degree - 5 years experience). The teacher agrees that he/she shall abide by Board adopted policies. The contract will be signed and dated by the Treasurer, Board president and the contracting teacher.

### **ARTICLE 13 - INDIVIDUAL CONTRACT - SUPPLEMENTAL**

All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Such supplemental contract shall include the following information:

Name of said teacher; name of the school district, and Board of Education for which responsibilities shall be performed; number of years contract is to be in force; name of position and compensation to be provided; dates which compensation is being provided for said responsibility; provision that all necessary implementing procedures have been completed by the Board prior to the offering of the contract, followed by the signature of the Board president and Treasurer of the Board; provision for signature and date of signing by the teacher.

The completed study on supplemental duties and rights shall be used in negotiations procedures to establish fair and equitable assignments of additional responsibilities to staff members and to provide fair and equitable compensation for extra duties.

A copy of the job description shall be given to each person along with their initial supplemental contract or when changes occur in the job description. This job description shall include the following information:

#### **INDIVIDUAL CONTRACT - SUPPLEMENTAL**

##### **A. Description of duties**

Any job description may be altered upon mutual agreement of the Board and parties involved.

Supplemental Contract payments which are paid in one lump sum will be paid by the Treasurer on the next regular pay date provided the completion of duty form is submitted to the Treasurer at least seven (7) working days prior to that pay date.

##### **B. Summer Work**

Summer work will be posted and all interested district employees will be interviewed for summer positions. If no district employee is

found to be the best applicant for summer work positions, the Board may offer the positions to people outside of the District.

## **ARTICLE 14 - SEQUENCE OF CONTRACT ISSUANCE**

Teachers employed by the Lakewood Board of Education shall be offered a regular limited contract in the following manner:

- A. Upon initial employment a one (1) year contract shall be issued by the Board, except with prior notification to the Association President.
- B. The second contract issued by the Board normally will be for two (2) years. If a second one (1) year contract is issued, it shall be accompanied by written reasons for issuance along with a cooperatively developed plan for improvement.
- C. After the two (2) year contract, each successive contract issued by the Board will be for five (5) years.
- D. Continuing contracts shall be granted by the Board in keeping with Ohio Revised Code Section 3319.11. The contract sequence cited above is not contingent upon the success and/or proficiency of students on the test(s) required by the ESEA and/or the Ohio Department of Education (ODE).
- E. Proper certification is necessary by teachers to fulfill contract provisions herein provided.
- F. The Board may issue a one (1) year limited contract in lieu of an additional multi- year contract after the issuance of the first two (2) year limited contract. Said one (1) year contract may only be issued once and must be accompanied by written reasons for issuance along with a cooperatively developed plan for improvement and must be issued before a five (5) year contract is awarded.

## **ARTICLE 15 - TRANSFERS AND VACANCIES**

The assignment of teachers and their transfer to positions in the various schools and departments of the district shall be made by the superintendent on the basis of the following criteria, which are listed in the order of priority.

- A. Contribution which the teacher could make to the students in the new position.

- B. Qualifications of the teacher compared to those of outside candidates both for position to be vacated and for position to be filled.
- C. Desire of teacher regarding assignment or transfer.
- D. Opportunity for professional growth.
- E. Length of service at Lakewood.

All teachers are subject to annual assignment, but the above listed criteria shall be used in conjunction with the recommendation of the building principal.

The local superintendent reserves the right to make reassignments in the best interests of the school district.

A. **VOLUNTARY**

A teacher may request to transfer from the current position to any other position for which a teacher has standard certification and/or licensure. Upon making written request to the superintendent, a copy of said request shall be given to the teacher's principal or immediate supervisor and the teacher shall be granted an interview for the position. If the request is denied, the superintendent shall notify the teacher in writing with the reason for said denial as soon as possible with recommendations as to how the teacher can improve his/her chances for future transfers.

B. **INVOLUNTARY**

Involuntary transfer may be initiated by the administration pursuant to the following procedure no later than August 1, when possible.

1. A conference between the superintendent, and/or the principal and the teacher shall take place before official notice is made.
2. A teacher shall not be transferred to a position for which he/she is without provisional, professional, or life certification.
3. Involuntary transfer shall be used only in the best interests of the school district.
4. The teacher will receive a written explanation of the reasons the involuntary transfer is being made and why the transfer is in the best interest of the district.

**C. NOTICE OF VACANCIES AND REASSIGNMENTS**

1. Notice of vacancies and new positions for all regular and supplemental positions within the certificated staff shall be posted on faculty bulletin boards for five (5) work days during the school year. Interested members must submit a request in writing to the local superintendent for consideration no later than the last day of posting.
2. During the month of April of each year, the local superintendent will make a survey of all members to determine their employment desires in the Lakewood Local School District. During the months of June, July, and August, members expressing the desire to be transferred or promoted to a specific position, shall be notified of any vacancies or newly created positions for which an interest or desire has been expressed. It shall be the responsibility of each member to keep the local superintendent informed of immediate availability for an interview. The superintendent shall strive to contact all members expressing an interest in the vacant or newly created position for a period of five (5) days after the vacancy occurs or new position has been created.

**ARTICLE 16 - FAIR DISMISSAL POLICY**

**TERMINATION OF CONTRACT**

- A. Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code. Portions of the section include the following:
  1. Gross inefficiency or immorality.
  2. Willful and persistent violations of reasonable Board or adopted regulations.
  3. Other good and just cause.
- B. For the term of this contract, Teacher contracts will not be terminated solely on the basis of failure to meet standards established by the ESEA or the Ohio Department of Education in implementing the ESEA.

**NONRENEWAL OF REGULAR LIMITED CONTRACT**

Non-renewal of a regular limited contract shall be due to a teacher's lack of ability or low degree of professional competency or other good and just cause.

## **FAIR DISMISSAL PROCEDURE**

- A. A full written record of evaluation of a teacher's professional service shall be maintained (prior to any action of dismissal).
- B. Intention and grounds for non-renewal by the local Superintendent will be defined and given to the teacher in writing no later than one (1) week prior to the April Board meeting.
- C. If the Board wishes to pull a name for non-renewal of a regular teaching contract they will notify the Superintendent who will in turn notify the teacher no later than one (1) week prior to the April Board meeting. Either the Board or teacher may request an executive session to openly discuss the contract. The teacher and/or the Board has the right to representation at this session.
- D. This policy shall not be construed to limit any professional or legal rights of the Board or teacher involved in obtaining due process.

## **ARTICLE 17 - DISCIPLINE AND REPRIMAND PROCEDURE**

- A. Formal reprimand or discipline of a teacher by an administrator for alleged violation of Board rules or regulations or regarding the professional performance or conduct of said teacher shall, upon request of the teacher, be in the presence of an Association representative and the administrator making the charge or imposing the disciplinary action.
- B. The Board further agrees that no teacher will be reprimanded in the presence of any other employee, students, or parents of students or any non-certified employee.

If the teacher is unable to secure representation for a formal reprimand meeting scheduled for the same day, such meeting will not take place until the teacher is given sufficient time to secure representation, not to exceed three (3) school days. If a certified employee is requested to meet with more than one (1) member of the supervisory staff and he/she feels that such a meeting would be detrimental to his/her employment, he/she shall have the right to secure representation. This representative may attend the meetings as observer, as witness, or may speak in any other manner to represent the teacher and defend the teacher's rights. The Board further agrees that no disciplinary action will be taken against any professional employee except those that are documented in writing with the accuser present and willing to be cross-examined by the accused person and his/her representative. The aforementioned meetings to

discuss employee reprimand will not exclude the employee from using the grievance procedure to settle any disagreements.

- C. Prior warning or reprimand shall be made in writing to the teacher by the Administration before recommending dismissal to the Board.
- D. This policy shall not be construed to limit any professional or legal rights of the Board or teacher involved in obtaining due process.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial, confidential, and fair hearing of their grievances.

### **DEFINITIONS**

- A. A grievance shall mean a complaint by any teacher or the Lakewood Teachers Association (LTA), involving an alleged violation, or misinterpretation, or misapplication of the written provisions of this contract.
- B. A "grievant" is the LTA or teacher, or teachers, making the complaint.
- C. A "party in interest" is the person(s) having information relative to the grievance.
- D. The term "day" when used in this document shall mean school day.

### **GENERAL PROCEDURES**

- A. Written requests by the grievant should state the grievance and desired resolution.
- B. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- C. Copies should be made of each request for a hearing and of each decision and should be sent to the following:
  - 1. The Superintendent;
  - 2. The supervisor involved;

3. The grievant;
  4. The LTA grievance committee chairperson; and
  5. The LTA president.
- D. The LTA may designate one (1) member as its grievance committee representative. He/she may attend any meetings, hearings, etc., involved in the step.
  - E. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing.
  - F. The Board and the administration will cooperate with the Association in its investigation of any grievance, and will furnish the Association with such information as is requested for the processing of any grievance.
  - G. It will be the practice of all grievants and/or parties in interest to process grievances after the regular work day has ended or at other times which do not interfere with assigned duties. However, if upon mutual agreement among the grievant, the Association and the Board, if the proceedings should be held during regular working hours, the grievant and the appropriate Association representative will be released from assigned duties without loss of pay.
  - H. Four (4) days prior to any hearing, written notice of the time and place will be given to the grievant, his/her legal counsel, if any, grievance committee representative, and any administrator who has previously been involved in the grievance.
  - I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

## **INITIATION AND PROCESSION**

### **Level One (Informal)**

The grievant will first discuss the grievance with the immediate supervisor involved, with the objective of resolving the matter informally. If this information discussion does not resolve the grievance, the teacher

may on the proper form, lodge a written grievance within ten (10) days with the building principal.

### **Level Two**

1. Within five (5) days after receipt of the grievance, a meeting date shall be set that is mutually agreeable to both parties. This meeting shall be held between the grievant, and the LTA grievance committee representative, legal counsel, if any, and the immediate supervisor involved in the grievance. By mutual agreement of the grievant and the immediate supervisor involved, this time factor may otherwise be arranged. Copies of the written grievance will be provided to the Association president, the grievant, and the immediate supervisor.
2. The immediate supervisor shall communicate his/her decision in writing within three (3) days to the grievant, and to all persons present at the hearing and to the Superintendent.

### **Level Three**

1. Within three (3) days of receipt by the grievant of the decision rendered by the immediate supervisor, such decision may be appealed in writing to the Superintendent. The appeal shall include:
  - a. A copy of the decision;
  - b. The grounds for appeal; and
  - c. The names of all persons officially present at the hearing.
  - d. Each person officially present at the hearing shall receive a copy of the appeal.
2. An appeal date shall be set that is mutually agreeable to both parties within five (5) days of the date of the written request. Two (2) days prior to the hearing, written notice of the time and place will be given to the grievant, his/her legal counsel, if any, the LTA grievance chairperson, committee representative and any administrator who has previously been involved in the grievance.
3. Within five (5) days of hearing the appeal, the Superintendent shall communicate to the grievant and all other parties officially present at the hearing, his/her written decision, including his/her supporting reasons. A copy of the decision shall be sent to the LTA grievance chairperson committee representative.

#### **Level Four**

If the grievant is not satisfied with the Superintendents decision the grievant may, within five (5) days of the decision, file a written notice with the office of the Superintendent that the grievance be submitted to the Board or proceed by mutual agreement to Level Five, below. The Board shall meet within ten (10) days of such request and render its decision within ten (10) days of meeting.

#### **Level Five**

If the grievance is not resolved at Level Four, then the grievant and the Association may refer the grievance to arbitration within five (5) days of the Board's written decision at Level Four, if the grievance involves an alleged violation of a provision of the Master Contract.

The arbitrator shall be chosen from a list provided by the American Arbitration Association (AM). Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association as to a grievance involving a provision(s) of the negotiated collective bargaining agreement.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observation or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board discretion nor limit or interfere in any way with the powers, policies, duties, and rules and regulations. The costs for arbitration shall be paid by the losing party or parties.

**LAKESWOOD TEACHERS ASSOCIATION  
FORMAL WRITTEN GRIEVANCE**

NAME OF GRIEVANT(S) \_\_\_\_\_

DATE \_\_\_\_\_

SPECIFIC SECTION(S) OF ARTICLE(S) ALLEGED TO BE VIOLATED: \_\_\_\_\_

\_\_\_\_\_

DATE OF VIOLATION: \_\_\_\_\_

COMPLETE AND SPECIFIC DESCRIPTION OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE OF INFORMAL HEARING: \_\_\_\_\_

DISPOSITION: \_\_\_\_\_

**STEP I**

DATE SUBMITTED: \_\_\_\_\_

SIGNATURE(S): \_\_\_\_\_

DATE OF STEP I HEARING: \_\_\_\_\_

DISPOSITION: \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR THE BOARD: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STEP II**

DATE SUBMITTED: \_\_\_\_\_

SIGNATURE(S): \_\_\_\_\_

DATE OF STEP II HEARING: \_\_\_\_\_

DISPOSITION: \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR THE BOARD: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STEP III**

DATE SUBMITTED: \_\_\_\_\_

SIGNATURE(S): \_\_\_\_\_

DATE OF STEP III HEARING: \_\_\_\_\_

DISPOSITION: \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR THE BOARD: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STEP IV**

DATE SUBMITTED: \_\_\_\_\_

SIGNATURE(S): \_\_\_\_\_

SIGNATURE FOR THE ASSOCIATION: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **ARTICLE 19 - IN-SERVICE**

The Board shall provide annually, within a one hundred eighty-three (183) day school year, two (2) sessions for in-service training for the purpose of professional improvement of the instructional staff. One (1) days shall be devoted to the pre-school orientation for teachers organized by the school administration. The other day shall be designated for professional growth for the teachers and planned jointly by the Board and the Association or the Licking County Board of Education. If this in-service is on the same day as Central OEA/NEA, Inc. in-service day the teacher may have an option to attend either. If the teacher chooses to attend Central OEA/NEA, Inc. in-service, they must provide verification of registration to the superintendent's office the first day school resumes after the Central OEA/NEA, Inc. in-service. Teachers will be provided one-half (1/2) day to prepare classrooms or work in classrooms during the in-service at the beginning of the school year.

The administration will continue to evaluate the scheduled activities for orientation day and the usage of at least four (4) early release days to provide optimum opportunity for staffing needs on inclusion and curriculum review.

The Board will provide facilities, necessary available supplies, and release time for the faculty for in-service training.

## **ARTICLE 20 - PERSONAL LEAVE**

The Superintendent of Schools is granted authority to grant any teacher up to three (3) days a year leave of absence from his/her duties. Such leave of absence is to be granted upon request, in writing, made at least five (5) school days before the absence is to begin.

The Superintendent, in his sole discretion, shall upon availability of substitutes, grant such leave of absence. If the leave of absence is granted, the applicant shall not suffer any loss of salary for such absences. Such days are not accumulative and shall not be deducted from sick leave.

This leave is to be used for days which cannot be credited to sick leave (ORC 3319.141) and for personal business which cannot be scheduled outside of regular school hours.

Personal leave may not be taken during the last two (2) weeks of school except for emergency purposes or upon submitting a written request to the member's immediate supervisor describing a special family event that he/she desires to attend that falls during the last two (2) weeks that school is in session. Personal leave will be granted to attend a special family event. Examples of special family events include: a child's graduation, parent/teacher conferences, etc.

Events or circumstances beyond the control of the employees which prevents application in writing shall be judged on the merit of the request. Employees shall, if possible, contact the superintendent directly prior to this event, or immediately upon return. This does not negate the responsibility of the employees contact with his/her supervisor prior to absence.

No more than three (3) members per day may be granted personal leave at any District building.

In cases of an emergency, personal leave for additional members may be approved at each building upon request submitted to the superintendent and/or his designee.

**Incentive for Non-Use:** Full-time members of the bargaining unit employed one hundred twenty (120) days or more per contract year shall be reimbursed as follows for the non-use of personal leave:

- a. A total of zero (0) days of personal leave - two hundred fifty dollars (\$250.00).
- b. A total of one (1) day use of personal leave - one hundred seventy five dollars (\$175.00).
- c. A total of two (2) days use of personal leave - One hundred dollars (\$100.00).

Part-time Members of the bargaining unit employed twenty (20) hours per week under regular contract shall be granted this incentive on a pro-rated basis.

Such payment shall be included in the second pay in June.

NOTE: One-half (1/2) day usage of personal leave shall be counted as a full day for incentive pay purposes.

## **ARTICLE 21 - SICK LEAVE**

Sick leave is provided for all full-time teachers at the rate of one and one-fourth (1-1/4) days for each completed month of service.

Beginning teachers automatically have fifteen (15) days of sick leave. However, if used, those fifteen (15) days must be re-earned before additional days are accumulated. Employees may use sick leave for absence due to injury, illness, pregnancy, disability, exposure to contagious disease. Employees may also use sick leave for absence up to ten (10) days per occurrence due to death, injury,

illness, pregnancy, disability, or exposure to contagious disease for members of the immediate family as defined below excluding spouse and dependent children. Based upon extenuating circumstances, the superintendent may approve additional days for this purpose.

### **Sick Leave Caps and Transfer In**

A. Sick leave accumulation shall be capped as follows:

1. Four hundred(400) days, effective August 1, 2012;
2. Three hundred fifty (350) days, effective August 1, 2013; and
3. Three hundred (300) days, effective August 1, 2014.

B. Days transferred in from another public section in Ohio shall be limited to one hundred sixty five (165) days.

Members of the Bargaining Unit who currently have accumulations in excess of the above sick leave caps shall be frozen until such time as their accumulation falls beneath the stated caps. At such time, they may begin to accumulate days but in no event shall the accumulation exceed the sick leave cap in place.

### **Definition of Immediate Family**

Immediate family shall be defined for this policy to include the following: spouse, children, father, mother, sister, brother, respective-in-laws, grandfather, grandmother, grandchildren. Sick leave may also be used for other persons acceptable to the superintendent.

### **Incentive for Non-Use:**

Full time members of the bargaining unit employed one hundred twenty (120) days or more per contract year shall be reimbursed as follows for the non-use of sick leave:

- a. A total of zero (0) days of sick leave - two hundred fifty dollars (\$250.00).
- b. A total of one (1) day use of sick leave - one hundred seventy five dollars (\$175.00).
- c. A total of two (2) days use of sick leave - one hundred dollars (\$100.00).

Part time members of the bargaining unit employed twenty (20) hours per week under regular contract shall be granted this incentive on a pro-rated basis.

Such payment shall be included in the second pay in June.

NOTE: One-half (1/2) day usage of sick leave shall be counted as a full day for incentive pay purposes.

**Maternity Leave:** Employees giving birth may use up to eight (8) weeks of sick leave after giving birth for maternity leave. Such leave shall commence with the delivery date. If the employee does not have enough sick leave days to cover the eight (8) weeks maternity leave, the employee can take the remaining time as unpaid leave. Personal leave days can be used during maternity leave. At the conclusion of the eight (8) weeks maternity leave, the employee giving birth may request in writing an additional four (4) weeks unpaid Family Medical Leave, which shall be granted provided that, the employee is eligible and has not exhausted all twelve (12) weeks of FMLA leave.

**Paternity Leave:** Spouses of employees giving birth may use up to two (2) weeks of paid sick leave days. Personal leave days can also be used during paternity leave. At the conclusion of the two (2) weeks paternity leave, the employee may request in writing an additional ten weeks unpaid Family Medical Leave, which shall be granted provided that, the employee is eligible and has not exhausted all twelve (12) weeks of FMLA leave.

## **ARTICLE 22 - MILITARY LEAVE**

Members of the bargaining unit shall be granted Military Leave in accordance with Section 3319.14, 5923.05, and 5903.061 of the Ohio Revised Code.

Any teacher who enters the armed forces of the United States or the auxiliaries thereof, and who returns from such service with other than a dishonorable discharge, shall be reemployed by the Board under the same type of contract held at the time of entering the armed forces. Application for reinstatement must be made no later than thirty (30) days prior to the beginning of a semester and not more than ninety (90) days after discharge or release from the armed forces.

Years of absence for military service shall be counted as though teaching had been performed for the purpose of placement on the salary schedule. For salary purposes, the total months of duty shall be divided by twelve (12) and the salary credit given for each full year of service. A partial year of eight (8) months or more shall be counted as a year of service. A maximum of five (5) years of military service may be credited for salary purposes.

## **ARTICLE 23 - JURY DUTY/WITNESS LEAVE**

- A. Members receiving notices to service on jury duty shall promptly notify their building principal and submit a copy of the notice to the Treasurer. Members required to report and/or serve on jury duty shall receive their regular compensation. All remuneration received for reporting and/or serving on jury duty shall be assigned to the Treasurer.
- B. Members subpoenaed to appear as a witness in a legal matter, which has not been initiated by the member, and/or grievance arbitration, shall receive their regular compensation. All remuneration received for serving as a witness shall be assigned to the Treasurer.
- C. Members required to make legal appearances for a personal matter will be required to use personal leave.

## **ARTICLE 24 - PROFESSIONAL LEAVE**

Professional leave shall be used for visitation, both in and out of the district, for any of the following reasons:

- A. Observation of:
  - 1. Curricular program
  - 2. Instructional techniques
  - 3. Instructional facilities
- B. Attendance at:
  - 1. Professional meetings
  - 2. Workshops
  - 3. Conferences
  - 4. Conventions (other than those defined in Association Leave)

Professional leave when granted will incur with no loss of salary. Professional Leave Request forms and estimated costs for professional leave must be submitted ten (10) days in advance to the building principal(s) and be approved by the Superintendent in advance of the leave. The Superintendent may waive the ten (10) school days in case of emergency. If disapproved, reasons for disapproval shall be stated. Reimbursement by the Board shall be made to the

teacher for necessary and actual expenses incurred through attendance at such meetings in keeping with this policy whenever said leave is approved.

Coaches, Band Director and Assistant Band Director(s) are permitted to use professional leave for attendance at clinics and state tournaments as follows:

Head Coach/Band Director	2 Clinics
	1 State Tournament
Assistant Coach(es)/ /Assistant Band Director(s)	1 Clinic
	1 State Tournament

Reimbursement for professional leave expenditures will be made upon the completion of a post-conference reimbursement form. All post-conference reimbursement forms and itemized receipts must be submitted within thirty (30) days following the conference date. Expenses submitted after the thirty (30) day period will not be reimbursed.

The expense form will list mileage or the cost of public carrier, whichever is less. Mileage will be calculated at the approved IRS rate in effect July 1<sup>st</sup> of each year for the use of private automobiles. The IRS mileage reimbursement rate on July 1<sup>st</sup> shall be based on the IRS rate effective the prior January 1st.

Lodging will be reimbursed at the actual cost. MEALS will be reimbursed at the receipted rate not to exceed the following: Breakfast - \$10.00; Lunch - \$10.00 (only if not provided as part of function); and Dinner - \$18.00. Meals for Breakfast and Dinner that are not related to overnight travel will not be reimbursed. The actual cost of registration is reimbursable, dues are not. The actual amounts for the use of taxi cabs, rental cars, and other means are required. Approval must be granted prior to car rental (receipt required) or extensive use of taxi cabs or other miscellaneous forms of transportation. Professional leave expenses for meetings in-house during the regular work day will not be reimbursed.

The parties agree that language contained herein applies specifically to mileage reimbursement for travel incurred in the course of Professional Development activities as specified in this article, which take place outside of the district. Travel within the District that does not fall under Professional Development will not be reimbursed.

The Board and the administration shall make every effort to grant professional leave on an equitable basis and rotate the leave among all teachers of the district. Teachers may request additional explanation other than those written on the request form, if they are denied professional leave.

Professional Leave forms will be available at each building's office.

### **ARTICLE 25 - PARENTAL LEAVE**

A teacher may request in writing a leave of absence as the result of pregnancy or adoption of a child. Leaves of absence herein provided are without pay and are not to exceed two (2) consecutive years unless renewed by the Board in which case said renewal will not exceed an additional two (2) years in keeping with the Ohio Revised Code, Section 3319.13.

### **ARTICLE 26 - SABBATICAL LEAVE**

The Lakewood Local School District will consider requests for Sabbatical leave to the provisions herein stated and according to the provisions of the Ohio Revised Code, Section 3319.131.

A member of the instructional staff, upon written request to the Board, may be granted a leave of absence with part pay for up to one (1) school year.

- A. A member of the instructional staff shall have had five (5) years educational experience in the system.
- B. A plan of professional improvement during the period the sabbatical leave is requested shall be submitted and followed by the teacher.
- C. The part salary shall be the difference between the employee's regular salary and the cost of a substitute.
- D. Additional sabbaticals shall be made available to members of the instructional staff after completion of five (5) additional years of teaching experience, only after consideration of those applying for sabbatical for the first time.
- E. Members of the instructional staff returning from sabbatical shall be returned to the same assignment or equivalent position held prior to such leave.
- F. A teacher on sabbatical leave must return to the district for at least one (1) year or repay all benefits received, unless relieved of their position by the Reduction In Force policy.
- G. Members granted sabbatical leave shall receive all insurance benefits provided by the Board.

- H. Application shall be made by June 1 for the following school year.

### **ARTICLE 27 - ASSAULT LEAVE**

Assault leave with pay will be available to teachers who are unable to perform their contractual duties because of injury or illness caused by an assault on the teacher while he/she is performing his/her contractual duties. All such leave will be subject to the following provisions:

- A. Assault leave under this provision shall not be charged to sick leave.
- B. Such paid leave will be limited to a maximum of twenty (20) working days per school year.
- C. The teacher shall be required to provide a physician's statement describing the nature of the disability and its duration. The Board shall have the right to have the employee examined by a physician of the Board's choice at Board's expense.
- D. The teacher will be maintained on full pay status with fringe benefits during the period of paid assault leave.
- E. If, upon the exhaustion of both sick leave and paid assault leave of twenty (20) days, the teacher is still unable to perform his/her contractual duties, he/she shall be eligible for a leave of absence. Such leave of absence herein provided is without pay and is not to exceed two (2) consecutive years unless renewed by the Board. Said renewal will not exceed an additional two (2) years in keeping with the Ohio Revised Code, Section 3319.13.
- F. Any member currently on leave of absence shall inform the Board by July 10 of their intention to return or request additional leave.

### **ARTICLE 28 - FAIR SHARE FEE**

- A. In accordance with the provisions of Section 4117.09(c) of the Ohio Revised Code, the Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Lakewood Teachers Association fair share fee for the Association's representation of such nonmembers during the term of this Agreement.
- B. The Association shall provide reasonable notification to non-members of the "fair share fee" and their right to object to the amount of the fee prior to the deduction of this fee. No non-member filing a timely demand shall be

required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. The Association shall make available to any non-member so requesting the required financial disclosure upon which the "fair share fee" was determined.

- C. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the ORC and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.
- D. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- E. Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by September 30th of each year during the term of the Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Ohio Education Association.
- F. Payroll deductions of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the member has been apprised of his/her rights under the Association's internal rebate procedure.
- G. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination date of membership.
- H. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom such fair share fee deductions were made, the period covered, and the amounts deducted.
- I. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Fair Share Fee Procedure.

- J. The Association shall extend to the Board the right to designate its own counsel to assist in the defense in addition to allowing the Board the right to waive indemnification by the Association at any time and provide its own defense.

### **ARTICLE 29 - EMERGENCY LEAVE SALARY DEDUCTION**

The superintendent of schools is granted authority to grant any teacher up to three (3) days a year emergency leave of absence from his/her duties. Such leave of absence is to be granted upon request, in writing, made at least two (2) days before the period of absence is to begin.

The superintendent, in his/her sole discretion, may grant such leave of absence. If the emergency leave is granted, the applicant shall suffer loss of salary for such absences. Such days are not accumulative and shall not be deducted from sick leave. This leave is to be used for days which cannot be credited to sick leave or personal leave.

Events or circumstances beyond the control of the employees which prevent application in writing shall be judged on the merit of the request. Employees shall, if possible, contact the superintendent directly prior to this event, or immediately upon return. This does not negate the responsibility of the teachers contact with his/her supervisor prior to absence.

### **ARTICLE 30 - ASSOCIATION LEAVE**

Representatives of the Association, with the approval of their local president and the superintendent, may be excused to attend Association meetings. Notification of such attendance will be made to the superintendent at least five (5) days prior to the date of Association meeting. A limit of twelve (12) person days per year will be permitted. Association leave, when granted, will incur no loss of salary. Expenses will not be paid by the Board.

### **ARTICLE 31 - SALARY SCHEDULE**

#### **31.01 WAGES**

##### **YEAR 1 –**

Effective August 1, 2012, the Base Salary will be increased by one percent (1%) to \$31,716.00. All applicable step increases will apply.

Those members who are not due an increase in pay due to movement on steps will receive a one time stipend in the amount of Fifteen hundred dollars (\$1500.00). This stipend will be paid in the first pay of December 2012.

**YEAR 2 –**

Effective August 1, 2013, the base salary will be increased by one-half percent (1/2%) to \$31,875.00. All applicable step increases will apply.

Those members who are not due an increase in pay due to the movement on steps will receive a one time stipend in the amount of Fifteen hundred dollars (\$1500.00). This stipend will be paid in the first pay of December 2013.

**YEAR 3 –**

Effective August 1, 2014, wages will be subject to the reopener identified within the Collective Bargaining Agreement.

**31.02 SALARY INDEX**

**LAKESWOOD LOCAL SCHOOL DISTRICT  
SALARY INDEX  
Effective August 1, 2012**

<b>STEP</b>	<b>BA</b>	<b>5YR</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>0</b>	1.000	1.062	1.125	1.130	1.135
<b>1</b>	1.040	1.107	1.175	1.185	1.190
<b>2</b>	1.080	1.152	1.225	1.240	1.245
<b>3</b>	1.120	1.197	1.275	1.295	1.300
<b>4</b>	1.160	1.242	1.325	1.350	1.355
<b>5</b>	1.200	1.287	1.375	1.405	1.410
<b>6</b>	1.240	1.332	1.425	1.460	1.465
<b>7</b>	1.280	1.377	1.475	1.515	1.520
<b>8</b>	1.320	1.422	1.525	1.570	1.575
<b>9</b>	1.360	1.467	1.575	1.625	1.630
<b>10</b>	1.400	1.512	1.625	1.680	1.685
<b>11</b>	1.440	1.557	1.675	1.735	1.740
<b>12</b>	1.480	1.602	1.725	1.790	1.795
<b>13</b>	1.520	1.647	1.775	1.845	1.850
<b>14</b>		1.692	1.825	1.900	1.905
<b>15</b>			1.875	1.955	1.960
<b>20</b>	1.560	1.737	1.925	2.010	2.015
<b>24</b>	1.600	1.782	1.975	2.065	2.070
<b>27</b>	1.640	1.827	2.025	2.120	2.125

### **31.03 SALARY SCHEDULES**

- A. The following salary schedules shall be applied to members of the instructional staff for performance of regular teaching duties during the regular school day and the regular school year of one hundred eighty-three (183) days.
- B. Part-time, extended time, and summer school members of the instructional staff shall be paid at a rate not less than a per diem or percent of a per diem rate equal to their training and experience level as applies to the above salary schedule and as it equates to the regular school year.

The following salary schedules shall be supplemented for additional training in keeping with the following provisions:

- A. Three (3) quarter hours shall equal two (2) semester hours for purposes of this salary schedule.
- B. Course credit application to this section shall be any credit obtained for completion of the Bachelor or Masters Degree, respectively, from an accredited institution of Ohio, any state in the United States, or a recognized accredited institution of a foreign country. Teachers will be placed on the salary schedule in accordance with their education and experience. Full credit for previous teaching experience will be accepted. Up to five (5) years credit will be allowed for military service. Adjustments for additional training shall be made four (4) times per year on August 15, October 15, January 15 and April 15. A transcript of successful completion of necessary coursework must be received at the Board office by the first day of the month prior to the dates above. Transcripts received after the deadline date will be held until the next date of adjustment. Salary will be prorated for the remainder of the year when adjustments occur.
- C. Teachers at the maximum of a column will move across to the adjoining step of the higher column when securing advanced training unless the higher column provided additional steps and the teacher will move to that step in the higher column in accordance with his/her experience.

**LAKWOOD LOCAL SCHOOL DISTRICT**  
**SALARY SCHEDULES**

Effective August 1, 2012

<b>Step</b>	<b>BA</b>	<b>5 YRS</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>0</b>	31,716	33,682	35,681	35,839	35,998
<b>1</b>	32,985	35,110	37,266	37,583	37,742
<b>2</b>	34,253	36,537	38,852	39,328	39,486
<b>3</b>	35,522	37,964	40,438	41,072	41,231
<b>4</b>	36,791	39,391	42,024	42,817	42,975
<b>5</b>	38,059	40,819	43,610	44,561	44,720
<b>6</b>	39,328	42,246	45,195	46,305	46,464
<b>7</b>	40,597	43,673	46,781	48,050	48,208
<b>8</b>	41,865	45,100	48,367	49,794	49,953
<b>9</b>	43,134	46,527	49,953	51,539	51,697
<b>10</b>	44,402	47,955	51,539	53,283	53,441
<b>11</b>	45,671	49,382	53,124	55,027	55,186
<b>12</b>	46,940	50,809	54,710	56,772	56,930
<b>13</b>	48,208	52,236	56,296	58,516	58,675
<b>14</b>	48,208	53,664	57,882	60,260	60,419
<b>15</b>	48,208	53,664	59,468	62,005	62,163
<b>16</b>	48,208	53,664	59,468	62,005	62,163
<b>17</b>	48,208	53,664	59,468	62,005	62,163
<b>18</b>	48,208	53,664	59,468	62,005	62,163
<b>19</b>	48,208	53,664	59,468	62,005	62,163
<b>20</b>	49,477	55,091	61,053	63,749	63,908
<b>21</b>	49,477	55,091	61,053	63,749	63,908
<b>22</b>	49,477	55,091	61,053	63,749	63,908
<b>23</b>	49,477	55,091	61,053	63,749	63,908
<b>24</b>	50,746	56,518	62,639	65,494	65,652
<b>25</b>	50,746	56,518	62,639	65,494	65,652
<b>26</b>	50,746	56,518	62,639	65,494	65,652
<b>27</b>	52,014	57,945	64,225	67,238	67,397

**Effective: August 1, 2013**

<b>Step</b>	<b>BA</b>	<b>5 YRS</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>0</b>	31,875	33,851	35,859	36,018	36,178
<b>1</b>	33,150	35,285	37,453	37,771	37,931
<b>2</b>	34,425	36,720	39,046	39,525	39,684
<b>3</b>	35,700	38,154	40,640	41,278	41,437
<b>4</b>	36,975	39,588	42,234	43,031	43,190
<b>5</b>	38,250	41,023	43,828	44,784	44,943
<b>6</b>	39,525	42,457	45,421	46,537	46,696
<b>7</b>	40,799	43,891	47,015	48,290	48,449
<b>8</b>	42,074	45,326	48,609	50,043	50,202
<b>9</b>	43,349	46,760	50,202	51,796	51,956
<b>10</b>	44,624	48,194	51,796	53,549	53,709
<b>11</b>	45,899	49,629	53,390	55,302	55,462
<b>12</b>	47,174	51,063	54,984	57,056	57,215
<b>13</b>	48,449	52,497	56,577	58,809	58,968
<b>14</b>	48,449	53,932	58,171	60,562	60,721
<b>15</b>	48,449	53,932	59,765	62,315	62,474
<b>16</b>	48,449	53,932	59,765	62,315	62,474
<b>17</b>	48,449	53,932	59,765	62,315	62,474
<b>18</b>	48,449	53,932	59,765	62,315	62,474
<b>19</b>	48,449	53,932	59,765	62,315	62,474
<b>20</b>	49,724	55,366	61,359	64,068	64,227
<b>21</b>	49,724	55,366	61,359	64,068	64,227
<b>22</b>	49,724	55,366	61,359	64,068	64,227
<b>23</b>	49,724	55,366	61,359	64,068	64,227
<b>24</b>	50,999	56,801	62,952	65,821	65,980
<b>25</b>	50,999	56,801	62,952	65,821	65,980
<b>26</b>	50,999	56,801	62,952	65,821	65,980
<b>27</b>	52,274	58,235	64,546	67,574	67,734

### **31.04 STRS "PICK-UP" VIA "SALARY REDUCTION"**

The Board herewith agrees with the Association to pick-up, utilizing the salary reduction method, contributions (at no cost to the Board) to the State Teachers Retirement System (STRS) paid upon behalf of the teachers, under the following terms and conditions:

- A. The amount to be "picked up" on behalf of each teacher shall be that amount required to be contributed to STRS (currently 10.0 %) based upon the member's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked up" by the Board for purposes of State and Federal tax only. \* (e.g., gross pay divided by the number of days in a teacher's contract)
- B. Shall be uniformly applied to all members of the bargaining unit.
- C. Payment for all paid leaves, sick leave, personal leave, severance and supplemental including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as a basis.

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the agreement shall be declared null and void.

### **31.05 PAY SCHEDULE/INFORMATION**

Members of the instructional staff shall be paid in twenty-four (24) equal payments on the 15<sup>th</sup> and 30<sup>th</sup> of each month. All deductions shall be equally divided between the two (2) pays.

- A. Alternations of the distribution of payments for services may be made with mutual consent of the Treasurer of the Board and the individual member of the instructional staff.
- B. Payroll checks/stubs/notices will no longer be distributed to members of the bargaining unit in printed format. Payroll information shall be available to members of the bargaining unit electronically through the use of the "Kiosk Program" available on any computer throughout the district.

## **ARTICLE 32 - EXTRA CURRICULAR**

### **SALARY SCHEDULE**

#### **GROUP I**

Football - Varsity - Head  
Basketball - Varsity Head - Boys  
Basketball - Varsity Head - Girls High  
School Band Director

#### **GROUP II**

Wrestling - Varsity Head  
Track - Varsity Head - Boys  
Track - Varsity Head - Girls  
Volleyball - Varsity Head  
Baseball - Varsity Head  
Softball - Varsity Head  
Football - Varsity Assistant  
Football - Varsity Assistant  
Football - Varsity Assistant  
Basketball - Varsity Assistant - Boys  
Basketball - Varsity Assistant - Boys  
Basketball - Varsity Assistant - Girls  
Cross Country Head - Boys  
Cross Country Head - Girls  
Golf - Varsity Head  
Soccer - Head - Girls  
Soccer - Head - Varsity Boys  
Band Assistant - High School  
Athletic Event Supervisor  
High School Cheerleader Advisor  
    - Football & Basketball

#### **GROUP III**

Track - Varsity Assistant - Boys  
Track - Varsity Assistant - Girls  
Volleyball - Varsity Assistant  
Volleyball - Varsity Assistant  
Basketball - Middle - 7<sup>th</sup> Boys  
Basketball - Middle - 8<sup>th</sup> Boys

Basketball - Middle - 7<sup>th</sup> Girls  
Basketball - Middle - 8<sup>th</sup> Girls  
Freshman Basketball - Boys  
Freshman Basketball - Girls  
Football - Middle 7<sup>th</sup> - 8<sup>th</sup>  
Football - Middle 7<sup>th</sup> - 8<sup>th</sup>  
Football - Middle 7<sup>th</sup> - 8<sup>th</sup>  
Assistant Football  
Assistant Football  
Wrestling - Varsity Assistant  
Baseball - Varsity Assistant  
Baseball - Varsity Assistant  
Baseball - Freshman  
Softball - Varsity Assistant  
Softball - Varsity Assistant  
Softball - Freshman  
LHS Guidance Counselor  
LHS Guidance Counselor  
LMS Guidance Counselor  
Band Director - LMS

#### **GROUP IV**

Track - Middle School - Girls  
Track - Middle School - Boys  
Volleyball - Freshman  
Volleyball - Middle - 7<sup>th</sup>  
Volleyball - Middle - 8<sup>th</sup>  
Freshman JV Cheerleader Advisor  
    - Football & Basketball  
Middle - 7<sup>th</sup> & 8<sup>th</sup> - Cheerleader Advisor  
    - Football & Basketball  
Wrestling - Middle  
Cross Country Middle  
Golf Junior Varsity  
Golf Middle  
Yearbook Advisor LHS  
High School Play Director (Two Plays)

## **GROUP V**

Vocal Music/Chorus High School  
Vocal Music/Chorus - Middle School  
Band Auxiliary (2 positions)  
5th & 6<sup>th</sup> Grade Boys/Girls Intramurals

## **GROUP VI**

Athletic Program Manager  
Senior Class Advisor  
Junior Class Advisors (2 Positions)  
Intramurals  
Guidance Director

## **GROUP VII**

Student Council Advisor Middle School (2 Positions)  
Student Council Advisor - High School  
Spelling Bee Advisor – LMS  
Auxiliary Drama Position – One (1) play  
Honor Society Advisor – LHS & LMS

## **GROUP VIII**

Spanish Club Advisor  
French Club Advisor  
PAL Advisor - LHS  
Youth to Youth Advisor, JH  
FCCLA Advisor LHS  
Quiz Bowl Advisor  
Vocal Music - Elementary (Chorus)  
Yearbook Advisor - LMS  
Ski Club Advisor  
Spelling Bee Advisor - Elementary  
Washington D.C. Field Trip Coordinator  
Future City

**EXTRA CURRICULAR SALARY SCHEDULE**  
**EXPERIENCE CREDIT**

- A. Credit for years of service within the same activity must be continuous years of service. Any break in service within the same activity which was not voluntary shall not be deemed a break in service and will not result in the loss of experience credit when reassigned to the same activity. Voluntary or non-renewal breaks in service will result in the loss of credit for prior service.
- B. An assistant coach in a sport assigned to the position of head coach in the same sport will be placed at the "0" step on the salary schedule. The movement from an assistant's position to the head position in the same sport shall not cause a reduction in supplemental salary.
- C. An assistant coach in a sport requested by the head coach in the same sport to take an assistant's position in the same sport at a lower level shall not result in the loss of experience credit nor cause a reduction in supplemental salary.
- D. Members moving from one activity to another activity shall be placed at the "0" step of the salary schedule established for that activity.
- E. Supplemental Salaries will increase annually in a percentage equal to salary schedule increases.

**SUPPLEMENTAL SALARY SCHEDULE - 2012 - 2013**

Years of exp.	GROUPS							
	I	II	III	IV	V	VI	VII	VIII
0 - 4	\$4,881	\$3,354	\$2,746	\$2,287	\$1,376	\$1,068	\$763	\$458
5 - 9	\$5,028	\$3,455	\$2,827	\$2,357	\$1,417	\$1,100	\$787	\$473
10 - 14	\$5,178	\$3,557	\$2,913	\$2,426	\$1,458	\$1,132	\$809	\$485
15 - 19	\$5,332	\$3,664	\$3,000	\$2,498	\$1,502	\$1,168	\$834	\$501
20+	\$5,492	\$3,774	\$3,091	\$2,576	\$1,546	\$1,202	\$860	\$515

**SUPPLEMENTAL SALARY SCHEDULE - 2013 - 2014**

Years of exp.	GROUPS							
	I	II	III	IV	V	VI	VII	VIII
0 - 4	\$4,906	\$3,371	\$2,760	\$2,298	\$1,382	\$1,073	\$766	\$460
5 - 9	\$5,053	\$3,472	\$2,841	\$2,369	\$1,424	\$1,105	\$791	\$475
10 - 14	\$5,204	\$3,575	\$2,927	\$2,438	\$1,466	\$1,138	\$813	\$487
15 - 19	\$5,358	\$3,683	\$3,015	\$2,510	\$1,509	\$1,173	\$838	\$503
20+	\$5,520	\$3,793	\$3,106	\$2,588	\$1,554	\$1,208	\$864	\$518

**ARTICLE 33 - TUITION REIMBURSEMENT**

~~Tuition reimbursement will be funded by the Board to the amount of forty thousand dollars (\$40,000.00) per FISCAL year. Twenty thousand dollars (\$20,000.00) will be available July 1 - December 30. Monies not used in the first half of the fiscal year (July through December) will be added to the monies available in the second half of the fiscal year (January through June). Monies not used by June 30 will not be carried forward into the next fiscal year.~~

NOTE:  
 CORRECTED ART. 33  
 INSERTED AT END OF DOCUMENT

**ARTICLE 34 - HEALTHCARE**

**34.01 - GENERAL PROVISIONS**

- A. The Board shall make available to each member of the bargaining unit a basic hospital-surgical insurance plan provided by a licensed carrier in the State of Ohio.
- B. Effective August 1, 1999, a member shall pay fifteen percent (15%) of the cost of either family or single coverage of medical insurance made available to members by the Board of Education for the base plan.
- C. If choosing the buy up plan, members will pay fifteen percent (15%) of the base plan premium, plus the difference in cost between the base plan premium and the buy up plan premium.
- D. The employee contribution to health insurance will not increase during the life of this contract except if on renewal of the insurance in each year of the contract the increase exceeds fifteen percent (15%).

- E. Any insurance cost increase over fifteen percent (15%) will result in the insurance committee reconvening and deciding as to whether to increase employee contribution or to modify the current policy coverages.
- F. Employee contributions toward insurance coverage shall be placed under a Section 125 plan approved by the IRS.
- G. Employees desiring the insurance plan coverage shall notify the Treasurer.
- H. The Board shall provide a Health Savings Account (HSA) option within the insurance package, assuming there is enough participation.

### **34.02 – INSURANCE COMMITTEE**

An Insurance Committee shall be appointed composed of five (5) teachers appointed by the Association president, three (3) members of the classified staff appointed by LACE president, two (2) administrators appointed by the Superintendent, and the Treasurer. The committee will meet annually not later than October 1<sup>st</sup>.

The existing and the future agreed insurance coverages and Board contribution shall be amended only when replaced by an insurance program approved by the Insurance Committee and approved by a majority of a quorum of the members of each bargaining unit attending a group meeting and voting on the proposed insurance package. The coverages and contributions agreed to by the Committee will become a part of this contract by Addendum and will be distributed to all Bargaining Unit Members. See Addendum A.

Effective with this Agreement, the In-Network deductible shall be:

- One hundred fifty dollars (\$150) single/three hundred dollars (\$300) family for the Buy Up Plan;
- Five hundred dollars (\$500.00) single/One thousand Dollars (\$1000.00) family for the base plan; and
- Three thousand dollars (\$3000.00) single/Six thousand Dollars (\$6000.00) family for the HSA plan.

### **34.03 – COVERAGES**

See Addendum of this contract for major medical/medical/drug prescription coverages.

## **34.04 - ELIGIBILITY**

### **Part-Time**

Part-time unit members shall be eligible for full insurance benefits if they are regularly scheduled to work twenty (20) hours or more per week.

## **34.05 - Insurance Opt-out**

As an incentive for bargaining unit employees to obtain health insurance from sources other than the health insurance provided by the Board pursuant to this Collective Bargaining Agreement, the Board will pay an annual incentive for employees who decline coverage under the following conditions.

1. To be eligible for the incentive payment, the employee must have been receiving health insurance benefits under the Collective Bargaining Agreement prior to the implementation of this section of the contract. Specifically, employees must have been enrolled in the Board's health plan on July 1, 2011 to be a new hire after July 1, 2011.
2. Opt-out incentive payments will be prorated on a plan year basis should an employee opt out during a plan year.
3. Opt-out incentive payments will be made in two installments, normally October and April, for a plan year but in the case of an employee opting out other than during open enrollment, such pro-rated payments will be distributed in two (2) equal installments. The first installment will occur within thirty (30) calendar days of the initiation of the opt-out and the second installment will be approximately half way through the remainder of the plan year.
4. Employees with single coverage who are eligible for the opt-out incentive will receive Fifteen Hundred Dollars (\$1,500) per plan year. Employees with family coverage who are eligible for the opt-out incentive will receive Three Thousand Dollars (\$3,000) per plan year. These amounts are subject to proration as provided above.
5. Employees who opt-out may return to the Board health insurance plan upon experiencing a qualifying event. In that case, the return to the Board plan will subject the employee to proration of any incentive payment received for the plan year during which the employee returns to the Board plan, and may in some cases require the employee to return some incentive money. The Board will permit the employee to elect to return

incentive money through payroll deduction over the remainder of the plan year.

6. Employees who receive opt-out incentive payments and subsequently re-enroll in the Board plan at any time, either due to a qualifying event or during open enrollment, shall be ineligible to receive the opt-out incentive for three (3) consecutive school years of employment thereafter.
7. No employee may opt-out unless the employee has health insurance through other sources. The Board may require the employee to prove to the Board's satisfaction that this is the case.
8. Employees who previously have received free health insurance because their spouse was also employed by the Board are not eligible for the opt-out payment.

#### **34.06 – REOPENER**

Effective August 1, 2014, Insurance will be subject to the reopener identified within the Collective Bargaining Agreement.

### **ARTICLE 35 - EXTENDED LEAVES OF ABSENCE**

Bargaining unit members granted leaves of absence for an extended period of time are required to provide written notification to the Superintendent of their intention of returning to work for the next school year. This notification must be made by March 1<sup>st</sup>. If such notification is not provided, the position will be posted as vacant.

### **ARTICLE - 36 TERM LIFE INSURANCE**

The Board will provide twenty thousand dollars (\$20,000) double indemnity, term life insurance for each certified employee.

#### **Part-Time or Hourly Unit Members**

Part-time and hourly unit members shall be eligible for full insurance benefits if they work twenty (20) hours or more per week.

## ARTICLE 37 - DENTAL INSURANCE

The Board shall make available Major Dental Coverage for each certified employee.

### The Basic Plan will include:

Annual Maximum	\$1000.00
Aid to Preventive Dentistry	100% UCR
Co-Insurance	80% / 20%
Orthodontia	60% / 40% with a \$1000 lifetime Maximum
Unmarried dependent children	To age 23
Annual Deductible	\$25.00 Individual \$50.00 Family

The Board will pay up to twenty-five dollars (\$25.00) per month for both single and family coverage. Any premium cost in excess of twenty-five dollars (\$25.00) shall be paid by the employee.

If both husband and wife are employed by the District, the Board shall pay up to fifty dollars (\$50.00) per month.

### Part-Time or Hourly Unit Members

Part-time and hourly unit members shall be eligible for full insurance benefits if they work twenty (20) hours or more per week.

## ARTICLE 38 - SEVERANCE COMPENSATION

Employees with five (5) years Lakewood Local School District experience at the time of their retirement will be paid one-fourth ( $\frac{1}{4}$ ) of their earned, accrued but unused sick leave. Calculations for payment will be based on a maximum of two hundred twenty (220) days earned, accrued but unused sick leave. (e.g. maximum  $\frac{1}{4}$  of 220 days = 55 days.)

Additional compensation will be awarded for service to the Lakewood Local School District:

10 years	+ 3 days	=>	58 days maximum
15 years	+ 4 days	=>	59 days maximum
20 years	+ 5 days	=>	60 days maximum
25 years	+ 7 days	=>	62 days maximum
30 years	+ 9 days	=>	64 days maximum
35 years	+ 11 days	=>	66 days maximum

Only those employees whose effective date of retirement with either the State Teachers Retirement System (STRS) or the School Employees Retirement System (SERS) is no later than ninety (90) calendar days after the last paid day of service with the Lakewood Local Board of Education shall be eligible to be paid for such accrued sick leave credit.

Such payment shall be based on the employee's rate of pay at the time of separation by retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employees at that time. Such payment shall be made only once to any employee. Further, such payments will be made at the time a member becomes eligible to receive his/her severance pay.

### **ARTICLE 39 - MANAGEMENT RIGHTS**

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it in accordance with the provisions of Sections 3313.47, 4117.08 and related statutes of the Ohio Revised Code and the Constitutions of the State of Ohio and the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, shall be limited only by law and the specific and express terms of this Agreement, to the extent such terms may be legally negotiated.

### **ARTICLE 40 - PROVISIONS CONTRARY TO LAW**

If any provision agreed to between the Board and the Association in the course of negotiations shall be determined contrary to law by legislation or a court of proper jurisdiction, then that provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force. If such a determination requires modification in order for the remaining provisions to operate, this shall be reason for immediate negotiations in keeping with the procedures for conducting same between Board and Association to be opened on said provision

### **ARTICLE 41 - THREATENING BEHAVIOR TOWARD STAFF**

Threatening conduct may take different forms, including but not limited to the following:

- A. face-to-face encounters in which words are used that indicate to the bargaining unit member that his or her safety and well-being are in jeopardy;
- B. written communications that include comments toward the bargaining unit member and/or his or her family which are disparaging or would imply or state explicitly that

the bargaining unit member and/or his or her family may be subject to some form of physical abuse or violence;

- C. written or spoken comments to a bargaining unit member which could subject him or her to blackmail or extortion; and/or
- D. written or spoken communication and/or actions what would imply or explicitly state that some form of damage may be done to the property of a bargaining unit member or a member of his or her family.

Any bargaining unit member who believes that he or she is the victim of any of the above actions or has observed such actions taken by a student, co-worker, supervisor, or other person associated with the District such as a vendor, contractor, volunteer, or school official should promptly take the following steps:

- A. If the threatener is a student of the District, the supervisor, if not the student's principal, should immediately inform the student's principal, the superintendent, and the LTA president, of the alleged threatener.
- B. If the alleged threatener is the bargaining unit member's supervisor, the affected bargaining unit member should, as soon as possible after the incident, contact the superintendent and the LTA president.
- C. If the alleged threatener is not the bargaining unit member's supervisor, the affected bargaining unit member should, as soon as possible after the incident, contact his or her principal, the superintendent and the LTA president.

The bargaining unit member may make initial contact either by telephone or personal visit with a written report to follow as soon as possible to the LTA president and the building principal. During this contact, the reporting bargaining unit member should provide the name of the person(s) whom he or she believes to be responsible for the threat and the nature of the threatening incident(s). A written summary of each such report is to be prepared promptly by the bargaining unit member threatened after consultation with his or her supervisor or building principal and forwarded to the superintendent.

Each report received by the building principal, superintendent, and the LTA president as provided above, shall be investigated in a timely and confidential manner. While a charge is under investigation, no information is to be released to anyone who is not involved with the investigation, except as may be required by law or in the context of a legal or administrative proceeding. No one involved is to discuss the subject outside of the investigation.

The purpose of this provision is to:

- A. protect the confidentiality of the bargaining unit member who files a complaint;

- B. encourage the reporting of any incidents of threat;
- C. protect the reputation of any party wrongfully charged with threatening conduct.

Investigation of a complaint shall include conferring with the parties involved and any named or apparent witnesses. All staff members and others involved are to be protected from coercion, intimidation, retaliation, or discrimination for filing a complaint or assisting in an investigation.

If the investigation reveals that the complaint is valid, then prompt, appropriate remedial and/or disciplinary action will be taken immediately to prevent the continuance of the harassment or its recurrence.

### **STUDENT CODE OF DISCIPLINE STAFF THREATS**

First Offense: A form of suspension, notification to civil authorities if appropriate, request for expulsion.

### **ARTICLE 42 - HEALTH AND SAFETY**

#### **A. Maintenance of Health and Safety**

The employer shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause accident, injury, or illness to employees. The Employer's Occupational Safety and Health program shall comply with the requirements of ORC 4167.

#### **B. First Aid**

The employer shall ensure that there is reasonable access to adequate first aid kit(s) at each work site, which shall be maintained at designated locations. The first aid kit will include an adequate supply of disposable rubber gloves and CPR masks.

### **ARTICLE 43 REEMPLOYMENT OF RETIRED TEACHERS**

A teacher retired from the teaching profession and/or a public sector retirement system ("Re-employed Teacher") may be re-employed under the following conditions:

- A. The re-employed teacher will start with salary schedule placement experience of fifteen (15) years and their education credit. The re-employed teacher will be advanced one (1) year on the salary schedule for each year of re-employment

service to the District. All Lakewood teachers re-employed during a school year will be placed at the same salary schedule and level.

- B. The re-employed teacher will be eligible for life and other insurances offered by the Board, only if he/she is not eligible for such insurances through STRS or other public sector retirement system. The re-employed teacher shall bear the full cost of such insurances. In addition, insurance eligibility for the re-employed teachers working part-time shall be governed by Article 35 of this Agreement.
- C. Re-employed teachers will be awarded one (1) year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.
- D. Re-employed teachers may be re-employed from year-to-year under limitations described in Sections E and F below, with Board approval, but shall not be eligible for continuing contract status.
- E. In the event of a Reduction In Force, the re-employed teacher will not have any bumping rights under Article 11 of this Agreement.
- F. Such re-employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.
- G. Subject to these provisions, re-employed teachers are part of the bargaining unit.
- H. Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.
- I. Re-employed teachers may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from other prior public employers or the Lakewood Local School District.
- J. Re-employed teachers are not eligible to participate in any retirement incentive program, mentoring program nor are they eligible for severance pay.
- K. The Association President shall be advised of any re-employment situation.

#### **ARTICLE 44 - ENTRY YEAR**

- A. The purpose of the Entry Year Program is to provide a program of positive formal support including mentoring to foster professional growth of the individual, and assessment of the performance of beginning teachers and other bargaining unit members who require a license. The Entry Year program and assessment examination does not replace the employment evaluation and is used exclusively for licensure determination.

**B. ENTRY YEAR COMMITTEE STRUCTURE**

The Union shall select its representatives to serve on the Entry Year Committee. The committee, consisting of a majority of practicing classroom teachers, shall determine when, where and the number of meetings necessary to fulfill its purpose.

The Entry Year Committee shall operate in accordance with the Teacher Education and Licensure Standards, ODE Guidelines and all applicable laws and rules.

**C. RELEASE TIME**

Entry Year committee members for the union shall be provided release time to attend committee meetings.

**D. SELECTION PROCESS FOR ASSIGNMENT OF MENTORS TO MENTEES**

The Entry Year committee members shall solicit and select mentors. The Entry Year committee shall determine the process by which the mentor or mentee may request a change in assignment.

**E. TRAINING AND RELEASE TIME - MENTORS AND ENTRY YEAR TEACHERS**

The employer shall provide the committee members the opportunity to attend training in order to establish and maintain an effective Entry Year program.

The employer is obligated to pay for all actual and necessary training costs.

The employer shall provide the cost for the training of Association Entry Year Committee members for Pathwise and Praxis III Assessment training if the Committee is to develop an Entry Year Program.

The employer is required to provide training for all mentors in all training, including all components of Pathwise or an "Equivalent Observation System" as deemed necessary by the Entry Year committee.

Training shall be ongoing in order to maintain an effective Entry Year program. The employer is required to provide release time for all mentors to attend all training.

When possible, the Entry Year Teacher shall be provided coordinated release/ planning time with his/her assigned mentor in order to obtain the support for professional growth and in order to successfully complete the Entry Year program.

When possible, the Entry Year Teacher shall be assigned a mentor who is certified/ licensed in the same subject-matter and the assignment shall be made in the same building.

Should the Entry Year candidate fail to complete the Entry Year program after one (1) attempt it shall not adversely impact said candidates' employment.

F. **CONFIDENTIALITY**

Mentors shall communicate directly with the Entry Year teacher/ bargaining unit member and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor teacher and the entry year bargaining unit member shall be confidential information.

No mentor shall participate in any informal or formal contractual evaluation of an Entry Year Teacher.

No mentor shall be directed, required, or requested to make any recommendation regarding the employment of an Entry Year teacher/bargaining unit member in the program.

G. **ENTRY YEAR PROGRAM CONTENT**

The Entry Year Committee, a majority of which shall be practicing classroom teachers, shall manage the program content consistent with the Licking County Mentor Program.

H. **CONTRACTUAL EVALUATION**

The Entry Year program shall not replace employment evaluation, Evaluations of Entry Year teachers shall be conducted in accordance with the provisions of the evaluation procedure contained in Article 9 of this collective bargaining agreement and per applicable state laws.

I. **LENGTH OF PROGRAM**

The Entry Year program shall be one (1) academic year in length, a minimum of one hundred twenty (120) school days.

J. **WORKLOAD**

The Entry Year teacher shall have release time for consultation with the assigned mentor.

## **ARTICLE 45 - INCLUSION PROVISION**

### **A. INDIVIDUALIZED EDUCATION PROGRAM (IEP) TEAM**

Any employee whose duties would be impacted by an IEP can request a meeting at any time to review the IEP and/or the placement of the student. The meeting shall take place within five (5) working days from the date of the request.

### **B. TRAINING/STAFF DEVELOPMENT**

The employer shall provide training and/or staff development programs for employees whose duties are impacted by an IEP and/or special needs student.

### **C. CLASS SIZE**

The determination of the size of regular classes with included students shall take into consideration any extraordinary demands on physical space, teacher contact, and/or teacher supervision. The participation of a special education teacher and/or aide shall not change the teacher/pupil ratio of the regular classroom teacher.

### **D. SPECIALIZED HEALTH CARE PROCEDURES**

Under usual conditions, nurses or Health Safety Monitors will conduct necessary medical custodial care products/services.

### **E. RELEASE TIME/COMPENSATION**

When possible, release time will be provided for employees to attend IEP meetings.

### **F. CHALLENGE OF STUDENT PLACEMENT**

An employee who is impacted by an IEP and who has reason to believe that the student's placement is inappropriate may challenge the placement of the student by providing notice to the administration indicating that the IEP team be reconvened to discuss the placement and to resolve the student service problem. The employer shall reconvene the IEP team no later than five (5) days after receipt of the employee's notification.

## **ARTICLE 46 - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

### **A. GOVERNANCE**

The Lakewood Local Professional Development Committee (LLPDC) policies, procedures, and governance shall not supersede the LTA/Board negotiated agreement and/or district policy. Proposals to the LLPDC and approvals/denials by the LLPDC shall not override the negotiated agreement and/or district policy.

### **B. MISSION**

The mission of the LLPDC is to strengthen and coordinate the preparation, licensure, and professional development of the educators of the Lakewood Local School District by implementing procedures and guidelines. In addition, the approval of the LLPDC is required for Individual Professional Development Plans (IPDPs), coursework, and the granting of Continuing Education Units (CEUs) and Equivalent Other Activities (EOAs) for certificate/licensure renewal.

### **C. PHILOSOPHY**

The LLPDC believes that student achievement is directly linked to professional development of staff. Professional development shall be the basis for improvement of individual educator competencies; thus, ensuring that all students reach their highest level of academic achievement. It shall incorporate a planned progression for improvement on a continuing basis. Effective professional development should:

1. promote increased student achievement;
2. support all learning styles;
3. foster a standard of continuous improvement within the school district;
4. promote the alignment of professional growth with individual, student, building, and district needs and goals;
5. promote staff collaboration;
6. provide for sufficient time and follow-up support for staff members to master new content and strategies to integrate them into their practice;
7. be viewed as an integral part of the educators' work rather than as a privilege granted to a few.

D. **STRUCTURE OF THE COMMITTEE**

The structure of the Lakewood Local Professional Development Committee (LLPDC) will be one committee serving the district. As agreed upon by the administration and the LTA, the committee will consist of six (6) members. Only five (5) members will be serving at one time. If a teacher request is up for approval, three (3) teachers and two (2) administrators will vote. If an administrator's request is up for approval, three (3) administrators and two (2) teachers will vote. The request must have the vote of the majority of the LLPDC to receive approval.

E. **SPECIFIC MEMBERS TO SERVE ON THE COMMITTEE**

All the teacher representatives will be elected by their colleagues. The ballot will be divided so that one K-6 teacher and one 6-12 teacher is elected. The person on the ballot with the next highest number of K-12 votes will be the third member. The LTA President will always serve as the alternate for the teacher representation.

One building administrator from K-5 and one building administrator from 6-12 will be selected by the Superintendent. The third member and the alternate will be elected by the administrators.

F. **LENGTH OF TERM FOR MEMBERS OF THE COMMITTEE**

Teachers and administrators will have one representative for 1, 2, and 3 year terms for the first term and, thereafter, the member will serve for two (2) years. This will keep members rotating so that there will always be representatives with experience on the committee. Elections will be held in May with terms running from July 1 through June 30.

G. **COMPENSATION**

Chairperson	\$50.00 per meeting
Teacher Liaison	\$100.00 per meeting
Secretary	\$75.00 per meeting
Other 3 Members	\$25.00 per meeting

**ARTICLE 47 - FAMILY MEDICAL LEAVE**

- A. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged violations of the Act may be

processed as grievances using the procedure herein. Pursuit of such grievance does not prohibit an employee from enforcing their rights under the Act.

**B. LEAVE PROVISIONS**

1. Each eligible employee is entitled to and shall be granted upon request up to twelve (12) weeks of unpaid leave per year for:
  - a. a serious health condition of the employee that makes the employee unable to perform his or her job;
  - b. the birth and first-year care of a child;
  - c. the adoption or foster placement of a child;
  - d. to care for a child, spouse, or parent who has a serious health condition.
2. Any leave beyond twelve (12) weeks in a year for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
3. The Board may require eligible employees to substitute paid leave granted by other provisions of this agreement for all or part of the unpaid leave granted under this article.
4. The employee shall give the Board thirty (30) days notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible. The employee's notice shall specify family leave.
5. When medically necessary, as documented by the health care provider, leave may be taken intermittently.

**C. PROTECTION OF EMPLOYMENT**

1. The Board shall return the employee taking a leave under this Article to the same position he/she occupied prior to the leave.
2. Except as provided herein, the taking of leave under this Article shall not result in the loss of any other employment benefit.

**D. INSURANCE CONTINUATION**

The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and life insurance plans for the employee while he/she is on leave under this Article.

E. **YEAR**

For the purposes of family leave benefits, a year shall be defined as a rolling year.

**ARTICLE 48 - SCHOOL CALENDAR**

The Lakewood Teachers Association (LTA) and the Board of Education (Board) agree that staff input into the school calendar is both valuable and desirable. Therefore, for the purpose of advisory input, a committee from LTA will meet annually during the month of January with the Administration to discuss calendar concerns prior to the adoption of the yearly calendar. The proposed calendars need not provide conference days that are consistent across District buildings.

**ARTICLE 49 – LABOR MANAGEMENT COMMITTEE**

An informal Committee shall be established as an aid to communications between the parties. The membership of this Committee shall be the Superintendent (or designee) and a maximum of three (3) persons appointed at the discretion of the Superintendent, plus the LTA President (or designee) and a maximum of three (3) persons appointed at the discretion of the LTA President.

The purpose of the Committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The open discussions held by this Committee shall not be construed as negotiations nor as an official decision making process. The discussions of this Committee shall not result in modification or additions to the negotiated Agreement.

All meetings shall be held at mutually convenient times and dates. Meetings may be called by either the LTA President or the Superintendent. The Chair of the meeting shall alternate between the parties. The Labor Management Committee (LMC) shall meet at least once each semester. By mutual agreement of the Superintendent and the LTA President, additional persons may attend Labor Management meetings.

**ARTICLE 50 - DURATION AND IMPLEMENTATION**

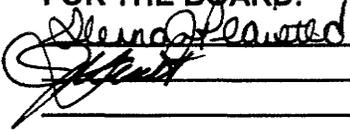
A. The terms of this contract shall be effective from August 1, 2012, through and including July 31, 2015, except that Article 31, Wages and Article 34, Healthcare, will be subject to the reopener in accordance with the Collective Bargaining Agreement. Changes in Wages and Healthcare, as a result of this reopener, will

be effective August 1, 2014, unless otherwise agreed upon by the parties in writing.

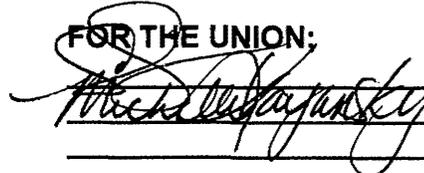
- B. This contract may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.
- C. The employer shall maintain all benefits and conditions enjoyed by employees in the past, not specifically set forth in this contract and shall also maintain all rights and benefits granted by statute which have not been increased or improved by provisions of this Agreement.
- D. Provisions herein shall supersede, or take precedence over, any and all previously negotiated policies of the Board of Education.

By affixing our signature, we affirm necessary action by the respective parties in ratifying and adopting the provisions herein.

**FOR THE BOARD:**

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

**FOR THE UNION:**

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

## **MEMORANDA OF UNDERSTANDING**

### **A. INSERVICE EDUCATION**

The Board agrees that it will provide appropriate in-service education for teachers assigned to teach special needs students in their regular classes. The Board also agrees to provide required educational materials and supplies for instructional purposes.

### **B. VISION INSURANCE**

Vision Insurance program shall be instituted with the full premium cost paid by the member.

## **MEMORANDUM OF UNDERSTANDING - SICK LEAVE BANK**

The Lakewood Local Board of Education and the Lakewood Education Association hereby agree to establish a trial Sick Leave Bank on the following basis:

- A. An enrollment period shall be established between September 1 and September 30 for each member of the bargaining unit to voluntarily donate a maximum of one (1) day of their accumulated, but unused, sick leave days to a Sick Leave Bank. The Sick Leave Bank shall have not less than fifty (50) days. The Sick Leave Bank shall not exceed a maximum of one (1) day times the total number of members of the bargaining unit. However, all employees who have not previously joined, shall be given the opportunity to do so.

All new bargaining unit members shall be eligible for enrollment in the Sick Leave Bank. New members may enroll by donating one (1) sick leave day to the Bank within thirty (30) days after the date of hire.

- B. A committee comprised of the superintendent or his/her designee, the president of the Association, one (1) building principal chosen by the superintendent, and one (1) Association member chosen by the Association president, shall administer the Bank. The Committee shall develop the approved form and shall approve applications at its discretion.
- C. Bargaining unit members who have exhausted all of their sick leave accumulation, who have developed a serious or catastrophic illness, and who have contributed to the Sick Leave Bank may request sick leave days from the Bank.
- D. Approved bargaining unit members shall be granted up to a maximum of twenty (20) days from the Bank. The Committee may grant up to an additional twenty (20) days.
- E. The Committee shall require bargaining unit members who have requested sick leave days from the Bank to provide a statement from their physician describing the nature of the illness and a prognosis relative to the member's probable period of absence from duty.
- F. Absences due to alcohol and/or substance abuse of any kind shall not be considered appropriate reasons for application approval.
- G. Members whose request for additional sick days and whose illness or injury is such that their physician cannot give a probable date of return to duty and, who qualify, shall be required to apply for disability retirement.
- H. The Sick Leave Bank shall not be used as a means for increasing retirement compensation

- I. Should the number of days in the Sick Leave Bank be exhausted, the Committee will meet to mutually agree upon additional contributions and the procedure for making such contributions.
- J. Donations to the Sick Leave Bank shall not disqualify a member for incentive pay.
- K. The Board and Association agree to reassess all aspects of the Sick Leave Bank at the conclusion of this Agreement.

**MEMORANDUM OF UNDERSTANDING**

**MASTER TEACHER**

The parties agree to form a committee to recommend a Master Teacher Program. This committee will be composed of one teacher from each building appointed by the Association and administrative representatives the number of which and selection will be determined by the Superintendent. The committee will make a recommendation by the end of the 08-09 school year, but such recommendation shall not be implemented unless and until it has been ratified by the Association and ratified by the Board.

\_\_\_\_\_  
For the Lakewood Teachers Association

\_\_\_\_\_  
For the Board of Education

## ADDENDUM A

### MAJOR MEDICAL/DRUG PRESCRIPTION COVERAGES

MEDICAL BENEFIT	BASE PLAN	BUY-UP PLAN
Network Deductible	\$500/\$1,000	\$150/\$300
Non-Network Deductible	\$1,000/\$2,000	\$300/\$600
Network Coinsurance	80%	90%
Non-Network Coinsurance	60%	70%
Network Coinsurance Out-of-Pocket Maximum	\$800/\$1,600	\$500/\$1,000
Non-Network Coinsurance Out-of-Pocket Maximum	\$2,600/\$5,200	\$1,500/\$3,000
Network Out-of-Pocket Maximum	\$1,300/\$2,600	\$650/\$1,300
Non-Network Out-of-Pocket Maximum	\$3,600/\$7,200	\$1,800/\$3,600
Network Office Visit Co-Payment	\$20	\$20
Urgent Care Co-Payment	\$50	\$25
Emergency Room Co-Payment	10% - waived if admitted	10% - waived if admitted
Preventative Services	100%	100%
<b>PRESCRIPTION DRUG BENEFIT</b>		
Prescription Drug Retail Co-Payment	\$10/\$30/\$50	\$10/\$20/\$30
Prescription Drug Mail Order Co-Payment	\$20/\$60/\$100	\$20/\$40/\$50
Prescription Drug — All injectibles, except insulin*	25%, \$2,500 Max, \$150 per Rx	-----
<p>*All injectibles, except insulin, will have a 25% co-insurance up to a maximum of \$150.00 per script.</p>		

## ARTICLE 33 - TUITION REIMBURSEMENT

Tuition reimbursement will be paid to degreed teachers who earn additional college credits in their area of certification or in an area leading to an advanced degree in education, unless otherwise approved by the superintendent. Payment will be made at the actual cost up to a rate of one hundred fifty dollars (\$150.00) per semester hour or one hundred (\$100) per quarter hour.

A written request must be submitted to and be approved by the superintendent prior to the beginning of the course. Reimbursement will be made at the satisfactory completion of the course as shown by evidence on file in the Treasurer's office. This evidence shall be in the form of an official transcript or receipt of a letter from the college registrar.

No person shall receive payment for more than nine (9) semester hours or twelve (12) quarter hours per twelve (12) month period unless otherwise authorized by the Superintendent and upon notification of the Association President.

Course work must be scheduled at times that do not interfere with normal duties during the regular work day of the employee. No teacher will be reimbursed by the Board if he/she received grants, payments, or scholarships from some other source for tuition.

Tuition reimbursement will be funded by the Board to the amount of forty thousand dollars (\$40,000) per calendar year. Twenty thousand dollars (\$20,000) available January 1 - June 30, and twenty thousand dollars (\$20,000) available July 1 - December 31. Moneys not used in the January to June period shall be added to the July to December total. All money not used in one calendar year shall be carried over to the next.

A balance of funds available under this program and the availability of fee waivers will be made available to the Lakewood Teacher Association.

Voucher credits from Ohio State University earned for supervising OSU students will be made available to the supervising teacher first.

*REPLACES ART 33 FOUND  
ON PAGE 50 HEREIN*