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NEGOTIATED AGREEMENT

BETWEEN THE

**LAKOTA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

LAKOTA EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 2013 - JUNE 30, 2015

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ARTICLE 1 – RECOGNITION

A. Recognition of Association

The Lakota Local School District Board of Education, hereinafter referred to as the "Board," recognizes the Lakota Education Association (LEA), hereinafter referred to as the "Association," affiliated with the Northwestern Ohio Education Association (NWOEA), Ohio Education Association (OEA), and the National Education Association (NEA), as the exclusive and sole negotiation representative of all the certificated/licensed personnel employed by the Board, excluding the Superintendent, other administrators, In School Suspension Monitor/Attendance Officer, substitutes, and casual employees. Substitutes are defined as any person who is temporarily replacing an absent regular employee for less than a full school year.

B. Recognition of Board

The Association recognizes the Board as the locally elected body charged with the final responsibility for the establishment of policies for public education in the Lakota Local School District and as the employer of all certificated/licensed personnel of the school system.

C. Membership in Professional Organizations

Both parties recognize that certificated/licensed personnel have the right freely to organize, to join, and to support any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment by the Board.

ARTICLE 2 – NEGOTIATING PROCEDURES

A. Definitions

1. "Professional negotiations" means conferring, discussing, and negotiating in good faith by the Board and the Association through their designated representatives in an effort to reach agreement with respect to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this negotiated agreement.
2. "Good faith" negotiation is defined by Ohio Revised Code (ORC) Section 4117 and the State Employment Relations Board.

B. Scope of Bargaining

Negotiable matters shall be all matters with respect to wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

C. Directing Requests for Negotiations

1. Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent and the President of the Board. Requests from the Board will be made in writing from the Superintendent to the President of the Association and the State Employment Relations Board (SERB) agent of record.
2. An agreement will be reached by the Board and the Association within ten (10) days of the request as to the time and place of the meeting unless both parties agree to an extension of time.

D. Negotiations Meetings

1. The parties shall meet at a time established under this Article for the first negotiation session.
2. The requesting party shall serve on the receiving party a SERB Notice to Negotiate and shall send appropriate copies to SERB.
3. The first negotiating session shall be for the purpose of exchanging proposal packages. No proposals shall be submitted after the initial session unless the parties mutually agree to do so.
4. Further meetings shall be held for the purpose of effecting a free exchange of facts, opinion, proposals, and counterproposals in a sincere effort to reach mutual understanding and agreement on all matters submitted for negotiation. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession.
5. Negotiation meetings shall be in executive sessions. Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period of time to caucus.
6. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting. Time extensions shall be mutually agreed upon.

E. Negotiating Teams

Representation shall be limited to four (4) representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiating team of the other party. All negotiations shall be conducted exclusively between said teams. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

F. Study Committee

The parties may appoint joint, ad hoc study committees to research, study, and develop projects, reports, and programs to make recommendations on matters under consideration. The committees shall report all findings to both parties.

G. Consultants

The parties may call upon professional and lay consultants to present information helpful to the negotiators provided that both parties have had proper notification. The expense of such consultants shall be borne by the party requesting them.

H. Exchange of Information

The Board agrees to furnish the Association's negotiation team, upon reasonable request and in reasonable time both prior to and during negotiations, all available information concerning financial resources of the District and such other information as will assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers, students, and the educational programs, with the exclusion of information of a strictly personal nature, or such which could lead to incrimination of a person. The Association agrees to furnish all available information on its proposals to the Board's negotiating team to support the development of sound programs for the School District.

I. Record of Meetings

Each team shall be responsible for taking its own minutes or notes during negotiating sessions and shall bear all costs involved in such note-taking.

J. Item Agreement

As negotiations items receive tentative agreement, they shall be reduced to writing and initialed by each party.

K. Agreement

1. When agreement is reached on those matters being negotiated, such agreement shall be reduced to writing and submitted to the membership of the Association for ratification. Following ratification by the Association, said agreement shall be submitted to the Board for adoption. After adoption, the agreement shall be signed by the Board and the Association.
2. The resulting agreement, where contrary to existing policy, shall require the Board to change the policy to match the intent of the agreement.
3. No provisions of the agreement shall discriminate against any staff member in regard to membership or non-membership in the Association.

L. Disagreement

1. The parties agree to negotiate in good faith, pledging themselves to use a reasonable length of time to study and investigate all available avenues in order to reach agreement during negotiations.
2. If agreement is not reached within forty-five (45) days of the commencement of negotiations or earlier upon the declaration in writing by either party, impasse may be declared by either party.
3. Items unresolved at the cessation of the contractual bargaining or upon declaration of impasse by either party shall be submitted to mediation in accordance with the rules of the Federal Mediation and Conciliation Service, and shall supersede all other dispute settlement procedures contained in ORC Section 4117.14.
4. Upon exhaustion of the aforementioned impasse procedures, the Association and Board shall have the right to exercise any and all rights under ORC Section 4117.

M. Contrary to Law

If any provision of this document or any application of the document shall be found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law. All other provisions hereof shall continue in full force and effect. The parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party unless the General Assembly has enacted a law which prohibits the parties from entering into an agreement that conflicts with State law. Neither the Board nor the Association has the authority to bargain changes in Federal laws which affect the School District.

N. Amendments

If any changes in this document are desired, written notification shall be given by the party proposing the change and by filing a Notice to Negotiate with SERB. Negotiations over any changes in this document during the term of this agreement shall occur in accordance with procedures in this document providing both parties agree to negotiate.

O. Reopening

1. On request of the Board or the Association following any action by the Ohio General Assembly, changes in Federal law, changes in rules and regulations of the State Department of Education, or changes in the financial status of the District affecting any agreement or part thereof in effect, renegotiations shall occur on any or all of those parts of the agreement affected by such actions. The parties will meet to negotiate any necessary change in the contract relative to the affected provision within sixty (60) days by demand of either party, unless the General Assembly has enacted a law which prohibits the parties from entering into an agreement that conflicts with State law. Neither the Board nor the Association

has the authority to bargain changes in Federal laws which affect the School District.

2. All items renegotiated, agreed to and ratified by both parties shall be in effect at least for the duration of this contract period.

P. Rights of Individuals

Certificated/licensed employees, who are not members of the Association, may present their views and recommendations to the Board, through the Superintendent, provided that professional negotiations shall be conducted only with the Association.

Q. Reprisals

No participant shall be coerced, censored, or penalized in any way as a result of his participation in the negotiation process.

ARTICLE 3 – INCLUSION

The Board and the Association agree that all sections of the existing Negotiated Agreement between the Board and the Association which are not renegotiated shall be included in the Negotiated Agreement and shall be implemented as written without consideration for past practice of non-implemented sections in previous negotiated agreements.

ARTICLE 4 – ASSOCIATION RIGHTS AND/OR PRIVILEGES

A. The Association shall have the following rights and/or privileges:

1. The use of the facilities of any building for meetings, without fee, upon verbal permission of the appropriate administrator of each building as long as it does not interfere or compete with any previously authorized activity in said building.
2. The use of individual school equipment, outside of regularly scheduled student school hours. Paper will be supplied by the Association. Copy machines may be used for Association business at the established per copy cost. Any negligent misuse of equipment shall be the liability of the Association.
3. The use of bulletin board in the school building lounges or workrooms to disseminate information to members.
4. The use of employee mail boxes in which to place notices, circulars or other Association materials.
5. The use of time at Faculty Meetings, if requested, so that the Association may make announcements. Any time used by the Association shall not reduce the time allotted to the Principal for staff meetings.

6. A professional staff member, upon request, shall have the right to Association representation on matters related to employee discipline or job security with the exception of the initial post-observation evaluation conference. At the second post-observation evaluation conference, a LEA representative may represent the professional staff member. An employment-related matter is defined as any meeting and/or Board action which could affect the professional staff member's employment. This section does not negate Association representation addressed in other Articles of this Negotiated Agreement.

B. Dues Deductions

1. Teachers may at any time sign and deliver to the Board a payroll deduction authorization for requesting membership dues and assessments of the Association, including the Northwestern Ohio Education Association, the Ohio Education Association, and the National Education Association. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.
 2. The total amount of deduction will be prorated into ten (10) equal installments, effective with the pay period mutually agreed upon in writing as the starting point by the President of the Association and the Treasurer of the Board. All money so deducted shall be remitted to the Treasurer of the Association monthly, accompanied by a list of teachers from whom the deductions are made and the amount for each said teacher. If a teacher gives written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall provide the Treasurer of the Association, within three (3) work days of such action the names of said teachers making such request.
- C. The Association shall receive notification of any regular or special Board meeting in accordance with the directives of the "Sunshine Law." Such notification shall be made to the President of the Association and to the LEA representative in each building. A representative of the Association shall be permitted to address the Board during the Board meeting provided he/she notifies the Superintendent prior to the meeting in accordance with all other Board Policy provisions concerning public participation.
- D. One (1) copy of the Board agenda will be sent to each building in care of the LEA Representative. Agenda, minutes and financial reports of each Board meeting shall be sent to the Association President at the same time they are sent to the Board.
- E. A list of all current employees of the bargaining unit by the 15th of September of each year including names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract.
- F. The right to participate in initial planning and orientation meetings for new professional staff members including the right to place a letter in the Superintendent's packet to all

new teachers informing said teachers that the Association is recognized as the exclusive bargaining agent for all professional staff members of the school district.

- G. The right of the Association to purchase supplies and materials from the Board's supplies at the same price paid by the Board shall be afforded to the Association. Requests for said supplies shall be in the Superintendent's office by March 1.

ARTICLE 5 – FAIR SHARE FEE

- A. The Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the LEA/NWEOA/OEA/NEA from the pay of all bargaining unit members who elect not to become members of same or who elect not to remain members.
- B. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off 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 membership dues less the amount previously paid through payroll deduction.
- C. Payroll deduction of such fair share fees shall begin at the same payroll period in January except that no deductions shall be made for newly-hired bargaining unit members until the second paycheck, which period shall be the required probationary period for newly-employed bargaining unit members.
- D. Dues rates and fair share fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- E. The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.
- F. Upon timely demand, non-members may appeal to the Association for the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.
- G. Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the United Teaching Profession, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.
- H. The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

- I. The Association (on behalf of itself and the OEA and NEA) agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 2. The Association shall reserve the right to designate counsel to represent and defend the employer. The Board has the right to reject counsel selected by the Association;
 3. The Board agrees to 1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, 2) permit the Association or its affiliates to intervene as a party if it so desires, and/or 3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE 6 – LABOR MANAGEMENT COMMITTEE

There shall be a Labor Management Committee comprised of three (3) Association members and three (3) Board representatives which shall meet at least once a semester for the purpose of discussing areas of mutual concern. This committee shall operate under guidelines recommended by the Federal Mediation and Conciliation for Labor Management Committees and reviewed and modified annually by mutual agreement of the parties.

ARTICLE 7 – GRIEVANCE POLICY, PROCEDURES, AND FORM

A. Grievance Policy

The Board and the Association recognize that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

B. Definitions

1. A grievance is a written complaint involving an alleged violation, misinterpretation, or misapplication of the specific provisions of the Negotiated

Agreement between the Board and the recognized employee organization and any executed Memorandum of Understanding between the parties.

2. "Day" is a day when either school is in session or, during the summer, when the administration building is open.
3. Grievant may be an individual staff member, group of staff members, or the Association; however, the individual staff member or group of staff members, may be represented by his/her professional Association representative at all levels of the Grievance Procedure except Step One, unless mutually agreed to by the grievant and the principal.

C. Grievance Procedure (Informal)

Prior to filing a formal grievance, the grievant shall discuss the problem with his/her immediate superior in an attempt to resolve the problem informally. If the grievant is not satisfied after completing this process, he/she may proceed to the formal grievance procedure.

D. Grievance Procedure (Formal)

1. Step One: Principal Level

- a. An employee may file a written grievance using the negotiated grievance form (Appendix A) with his/her building principal or immediate superior within twenty (20) working days after the act or condition which is the basis of said grievance.
- b. The employee shall have a right to request a hearing before the building principal. Such hearing shall be scheduled within five (5) working days after the receipt of such request. The aggrieved employee shall be provided twenty-four (24) hours written notice of the time, place and date of the hearing.
- c. The building principal shall take action on the written grievance within five (5) days after the receipt of said grievance, or, if a hearing is requested, within five (5) days after said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee(s), the Superintendent, and the Association President.

2. Step Two: Superintendent Level

- a. If the action taken by the building principal does not resolve the grievance to the satisfaction of the employee(s), such employee(s) may appeal in writing to the Superintendent within five (5) days of his/her/their receipt of the Step One decision.

- b. Upon request, a hearing shall be conducted by the Superintendent within ten (10) days after the receipt of the request. The aggrieved employee(s) shall be provided twenty-four (24) hours written notice of the time, place, and the date of the hearing. The Superintendent shall take action on the appeal of the grievance within five (5) working days after the receipt of the appeal, or, if a hearing is requested, within five (5) days of the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee(s), the building principal, and the Association President.
 - c. The Association shall have the right to file Association grievances at Step Two.
3. Step Three: Review by the Board
- a. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee(s), such employee(s) may appeal in writing to the Board within five (5) days of his/her/their receipt of the Step Two decision. On a case-by-case basis, the Association and Board can agree to skip this step and allow the grievance to proceed to arbitration.
 - b. The notice of appeal shall be sent to the Superintendent and copy filed with the Treasurer of the Board. The Superintendent shall place the matter on the agenda for the next regular meeting of the Board.
 - c. The Board shall act upon such appeal no later than fifteen (15) days after the regular meeting unless an extension of time is mutually agreed to. The Board action shall be based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the employee(s). Copies of the final action and supporting reasons shall be sent to the employee(s), Superintendent, building principal and the Association President.
4. Step Four: Arbitration
- a. If the Association is not satisfied with the disposition at Step Three, it shall have the right to request that the issue be submitted to arbitration within ten (10) work days after receipt of the Board's written disposition of the grievance.
 - b. The arbitrator shall be selected from a list of seven (7) names from the American Arbitration Association. Either party has the right to request a second list. The parties shall within ten (10) days alternately strike a name from the list until a single name remains. Said person shall be designated as the arbitrator. All other procedures relative to the hearing shall be according to the rules and regulations of the American Arbitration Association.

- c. The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy shall be sent to the Association and the Board.
- d. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issue presented. The decision of the Arbitrator shall be final and binding on the parties.
- e. The cost of such arbitration shall be paid by the losing party.

E. General Provisions

- 1. Time limits provided herein shall be adhered to strictly as maximums to ensure rapid resolution of the grievance. Time limits may be extended only by mutual agreement, in writing, of the parties.
- 2. A failure on the part of the grievant to comply with the time limits prescribed herein shall be deemed as an acceptance by the grievant of the answer, response, or resolution made at the last step of the grievance procedure.
- 3. A failure on the part of the principal, supervisor, Superintendent, or by any party acting on their behalf to respond within prescribed time limits shall enable the grievant to pursue the grievance to the next step of the procedure.
- 4. Both parties agree that the grievance(s) shall be handled confidentially to the extent that such effort to maintain confidentiality does not violate the laws of the State of Ohio pertaining to the keeping of public records.
- 5. Witness, affidavits, documentations, or other evidence may be presented at Step One and any succeeding step.
- 6. The professional staff member shall have representation present at any stage of the formal grievance procedure, but not at the informal level. Such representation shall be with the approval of the Association. An aggrieved is prohibited from bringing a personal attorney or representative to any stage of the formal grievance procedure without the mutual agreement of the Board's representative and the Association.

ARTICLE 8 – ACADEMIC FREEDOM

The teachers, administrators, and Board seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and responsibility to society, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints

upon free inquiry and learning, and in which academic freedom for teachers and students is encouraged. Academic freedom shall be guaranteed to teachers within the confines of the Constitution of the United States and the Board adopted curriculum and/or course of study.

Teachers are required to review potentially controversial material or content with the Administration prior to using it in the classroom. The Administration may require parental approval prior to its use.

ARTICLE 9 – ASSIGNMENTS/VACANCIES/TEACHER TRANSFERS

A. Definitions

1. "Assignment" – the placement of a teacher for the subsequent school year in a particular school to teach at a specific grade level or levels a specific course or courses to students of a specific ability level or levels.
2. "Voluntary reassignment" – a change of assignment initiated by a bargaining unit member or members.
3. "Involuntary reassignment" – a change of assignment initiated by the Administration.
4. "Vacancy" – any newly created position or any position vacated as a result of a resignation, retirement, non-renewal, termination, transfer, or leave-of-absence which the Administration decides to fill.
5. "Transfer" – the movement of a bargaining unit member to fill a vacancy.
6. "Voluntary transfer" – transfer initiated by a bargaining unit member.
7. "Involuntary transfer" – transfer initiated by the Administration.
8. "Seniority" – the length of continuous employment in a bargaining unit position. Ties in seniority shall be broken by the earliest date the initial teaching contract was awarded by the Board.
9. "Days" is a day when either school is in session or, during the summer, when the administration building is open.

B. Assignments

All employees shall be notified in writing of their assignments for the subsequent school year by no later than May 15 and their assignments shall be the same as their previous assignment unless they have been reassigned or transferred.

C. Voluntary Reassignments

Any bargaining unit member or members may initiate a reassignment or reassignments and must do so in writing by May 1 and such reassignment(s) shall occur if all bargaining unit members involved in such reassignment(s) and the building principal(s) are agreeable to such reassignment(s).

D. Vacancies and Voluntary Transfers

1. The Superintendent shall prepare a list of all vacancies as soon as they become known. A copy of this list shall be sent to each school and shall be posted on the known professional staff members' bulletin boards for five (5) working days and sent to each employee's school e-mail. A copy of these postings shall also be sent to the Association President. This list shall include the following information:
 - a. Position(s) available;
 - b. Certification/licensure for the job;
 - c. Deadline for application;
 - d. Effective starting date; and
 - e. Any additional pertinent information.
2. Application for vacancies must be submitted to the central office within seven (7) working days of the original posting date.
3. The Superintendent shall issue written confirmation to each applicant that his/her request has been received.
4. A teacher position will only be awarded to a certificated/licensed applicant. Where there is more than one applicant, endorsements on the applicants' certification/license, experience in the District, prior teacher experiences and recommendations, will be used for consideration for the position. If all qualifications are equal, as determined by the Superintendent, seniority shall determine the placement.
5. Teachers in the active employ of the Board shall not have seniority for transfer purposes over teachers who are covered by the Reduction in Force section of this Agreement, unless the teachers have comparable evaluation and who are on a recall list but see E(4). Subject to E(4), rified employees shall be given priority in filling vacancies in their area(s) of certification/licensure and such vacancies shall not be posted.
6. Personnel who have been involuntarily transferred shall retain the right to request transfer to vacant positions as they are posted.
7. If the Superintendent is not in receipt of any application within the specified time or in the event that none of the applicants is qualified, he/she may then consider applications from outside the school system.

8. When a transfer and/or reassignment is not approved, the Superintendent shall notify the professional staff member in writing, stating the reason why the transfer and/or reassignment was not approved. Notice shall be given not later than fifteen (15) days after the request for transfer and/or reassignment was made.
9. Vacancies occurring during the year may be filled by the Board with a long term substitute for the remainder of the school year or for the length of the leave, whichever is sooner. Said position shall be deemed a vacancy at the end of the school year and, to minimize classroom disruption, transfer of teachers in the active employ of the Board to that (these) vacancy (vacancies) shall take place at the beginning of the next school year. Upon returning from leave, the teacher will resume the contract status held prior to such leave and will return to the same or, with written mutual agreement of the teacher, similar assignment held prior to such leave or to another professional assignment within the District.

E. Involuntary Reassignments and Involuntary Transfers

1. Bargaining unit member(s) shall be informed of the involuntary reassignment(s)/transfers in writing with the reason(s) for the reassignment(s)/transfer(s) included in the notice(s) no later than ten (10) working days in advance of the reassignment(s)/ transfer(s) or, in the event of reassignment(s)/transfer(s) during the summer, no later than twenty-one (21) days in advance of the start of the teacher contract year.
2. Disputes regarding involuntary reassignment(s) and/or transfer(s) may be appealed within seven (7) days of this meeting by the Association to the American Arbitration Association under its rules and regulations for expedited arbitration and costs of the arbitration(s) shall be shared equally by the Board and the Association.
3. A teacher reassigned or transferred because a position is closed may file a written request to return to that position if it is reopened or to a comparable position in the same building and/or department if a vacancy occurs and if return does not prevent a bargaining unit member on the recall list from being recalled and said request shall be granted at the first occasion such position shall be reopened or when a comparable position in the same building and/or department is vacated.
4. When involuntary reassignments and/or transfers are made, teachers affected shall receive notice of vacancies. During the school year involuntarily reassigned or transferred teachers shall be notified by the regular posting procedure. During the summer months and ending with the beginning of the ensuing school year, involuntarily reassigned and transferred teachers shall be notified by e-mail, unless the teacher provides the District with his/her summer mailing address. Such teachers may submit a written request listing, in order of preference, those vacancies to which they feel they possess the necessary certification/licensure and to which they would like to be reassigned or transferred. In filling such position, preference shall be given to presently employed teachers who have been subject

to involuntary reassignment or involuntary transfer over newly appointed teachers. Such preference shall be based on length of service with the District.

5. A teacher subject to involuntary reassignment or involuntary transfer shall be placed in another position for which he/she is certified/licensed.

F. Supplemental Contract Vacancies

1. All members of the bargaining unit shall have the opportunity to request assignment to newly created positions and/or positions being vacated through retirement, resignation, termination, non-renewal, or leaves-of-absence.
2. The Superintendent or designee shall prepare a list of all vacancies as soon as they become known. A copy of this list shall be sent to each school and posted on the known professional staff members' bulletin boards for five (5) working days and sent to each employee's school e-mail. Fall sports will be posted on or about January 2nd. All other supplemental positions will be posted on or about April 1st. A copy of these postings will also be sent to the Association President. The list shall include the following information:
 - a. Position(s) available;
 - b. Requirements for job;
 - c. Deadline for application;
 - d. Effective starting date; and
 - e. Any additional pertinent information.
3. Applications for supplemental contract vacancies must be submitted to the central office within seven (7) working days of the original posting date.
4. The Superintendent shall issue written confirmation that the applicant's request has been received.
5. The Board may advertise vacant positions to the public concurrent with the posting period set forth above, but the Board may give preference to applicants from within the bargaining unit.

ARTICLE 10 – BOARD POLICY MANUAL

The Board of Education will maintain one (1) updated Board policy manual in the Superintendent's office and one (1) online. Said manuals shall contain all rules and regulations passed by the Board that affect staff.

ARTICLE 11 – CURRICULUM DEVELOPMENT – TEXTBOOK COMMITTEE

- A. Professional staff members representing appropriate levels and buildings for purposes of conducting studies of the curriculum or the selection of textbook and related materials

shall become members of study committee by volunteering for such duty following a request of the general building or department personnel by the principal, or by appointment by the building principal in the event no qualified volunteers are available.

- B. All professional staff members who are selected for the Textbook Committee, Curriculum Committee, or Curriculum shall be granted release time.

ARTICLE 12 – DRUG-FREE WORK PLACE

Without intending in any way to limit or rescind the Board's contractual authority to discipline and discharge employees, the parties agree that any professional staff member convicted of a criminal drug statute for possession or use of a controlled substance in the workplace shall be referred to a drug abuse assistance or rehabilitation program. All professional staff members shall receive a copy of the provisions of the Drug-Free Workplace Act of 1989 and a copy of the Board Policy concerning a drug-free workplace.

ARTICLE 13 –RESIDENT EDUCATOR PROGRAM

A. Program Purpose

1. It is the purpose of the Resident Educator Program to provide participants with assistance and mentoring in those areas determined as necessary implemented in accordance with Ohio Department of Education (ODE) guidelines. Mentors should be considered as colleagues in whom participants may confide, seek knowledge or ask for assistance. Interaction should be conducted informally.
2. The Resident Educator Program shall not replace the teacher employment evaluation program. Employment evaluation remains the responsibility of the building principal.

B. Definitions

1. "Mentor" is a person assigned to provide professional support to a person participating in the Resident Educator Program, and selected from bargaining unit members to match, as closely as possible, the participant's teaching certificate endorsements. The mentor should have at least five (5) years' experience at Lakota. Where practicable, the mentor will be in the same building and assigned to the same position/subject area as the resident educator.
2. "Resident Educator" is a teacher who holds a 4-year resident educator license and is working in their area of licensure in Lakota Local Schools as per ODE guidelines.
3. "Resident Educator Coordinator" is the person designated or hired by a school/district to manage the Resident Educator Program.

C. Mentors

1. Selection - Mentors will be selected from among a list of bargaining unit members who indicate their interest on a form supplied by the Superintendent. In the absence of an appropriate match of assignment area and building from the list with that of a participant, the Superintendent shall seek a qualified bargaining unit member whose assignment most closely matches that of the participant.
2. Compensation - Selected mentors shall be provided a stipend: Year One and Year Two- \$500, Year Three and Year Four and new to District teachers - \$300.
3. Confidentiality - Mentors shall communicate directly with the resident educator and shall hold all information in strict confidence. All interaction, written or verbal, between the mentor and the resident bargaining unit member shall be confidential information. No mentor shall participate in any informal or formal contractual evaluation of a resident educator.
4. Mentor/resident educator activities - the resident educator may have release time for consultation with the assigned mentor and this time may be provided or schedules adjusted to facilitate mentor/resident educator meetings and observations of each other. The mentor will receive two (2) days or the equivalent taken half days of release time to observe the resident educator. Any need for additional time for this purpose will be assessed case-by-case and requires approval of the principal.
5. Training on the methods of assessment to be used by the Ohio Department of Education shall be provided as needed for both mentor(s) and resident educator(s). The Board shall assume the cost of any training as well as provide release time to attend said training if required.

D. Resident Educator Coordinator

1. Job Description and Duties:
 - a. Serve as the direct contact for mentors and resident educators in the district. Attend meetings as necessary.
 - b. Help principals if needed, to select and assign mentor teachers to resident educators.
 - c. Remind and provide notice to mentors and resident educators of the opportunity to attend mentor and resident educator training.
 - d. Guide resident educators in future years of the Resident Educator program by coordinating their participation through district cohort groups.
 - e. Help to provide necessary resources for support and professional development to both resident educators and mentors when needed.

- f. Facilitate and check progress assessments for the resident educator to verify they are meeting the summative assessment requirements for the program.
 - g. Be an "in-between" person for the resident educator and/or mentor if issues arise and be able to provide guidance for both individuals, through the ODE resident educator recommendations and guidelines.
 - h. Send out Mentor applications to all teachers
 - i. Screen and pre-approve applicants.
 - j. Maintain an up to date list of pre-approved mentors and trained mentors.
2. Compensation – The Resident Educator Coordinator shall receive a stipend of \$850.

ARTICLE 14 – MASTER CONTRACT

Each professional staff member shall be provided an updated copy of the Master Contract following ratification by both parties. The Board shall take the responsibility of preparation (including typing). Subsequent to proofing by the Association and upon mutual agreement by the parties to the final form, copies of this Agreement shall be printed by the Board and the Association will present it to all teachers now employed or hereafter employed by the Board. The costs of the duplication shall be shared equally by the Board and the Association.

ARTICLE 15 – NON-RENEWAL

- A. Limited contract teachers with three (3) or fewer years of service with the Board or teachers serving as a long-term substitute replacing a teacher on a leave of absence, may be non-renewed without cause. However, in such instances the Board notification requirement of June 1st or prior to Board action contained in ORC Section 3319.11 shall be followed, as well as the evaluation procedures in ORC Section 3319.111. The provisions of this section shall take precedence and supersede any conflicting provision of ORC Section 3319.11.
- B. Limited contract teachers with more than three (3) but less than five (5) years of service whose performance skills may be deemed ineffective may be issued a one (1) year limited contract. If improvement is not shown, then the teacher may be non-renewed without cause. However, in such instances, the Board notification requirement of June 1st or prior to Board action contained in ORC Section 3319.11 shall be followed, as well as the evaluation procedures in ORC Section 3319.111. The provisions of this section shall take precedence and supersede any conflicting provision of ORC Section 3319.11.
- C. Limited contract teachers who have completed five (5) or more years of service with the Board may not be non-renewed except for cause. The Board shall be required to comply

with the evaluation procedures in ORC Section 3319.111; the Board's notification requirement of June 1st or prior to Board action; and to the hearing provisions of ORC Section 3319.11 (G) (1)-(6). This section shall supersede and take precedence on any provisions not herein enumerated in ORC Section 3319.11. Appeals of an alleged violation of this Article shall solely be limited to the grievance procedure.

- D. Limited contract teachers on unpaid leave may be non-renewed in compliance with the provisions of this Article. For such teachers, however, the Board shall not be required to comply with the evaluation requirements set forth in Article 21 of this Agreement.

ARTICLE 16 – SEQUENCE OF TEACHING CONTRACTS (LIMITED)

- A. All professional staff members must meet licensing requirements of ORC Section 3319.08 and upon initial employment shall be issued a one-year contract or a contract for the balance of the current school year in the event of a partial year assignment. After three (3) full school years (each consisting of 120 days or more) of successful evaluation and upon recommendation of the principal and Superintendent, the teacher may be offered a multiple-year contract.
- B. In the event that a multiple-year contract is not given after three (3) school years of evaluation, the professional staff member will be notified in writing of his/her deficiencies and be given reasonable goals to be achieved during that school year. If these goals are appropriately met and no other deficiencies are noted during that contract year, the Superintendent shall recommend a multiple-year contract.
- C. Teachers eligible for continuing contract may request consideration and shall be considered for continuing contract at the end of any year of a multi-year contract or at the end of any contract. Teachers must meet the licensure requirements of ORC Section 3319.08.
- D. Any teacher requesting consideration for tenure must notify the Superintendent in writing by September 30.
- E. To qualify for a continuing contract, a teacher must have the following qualifications:
 - 1. Recommendation of the Superintendent; and
 - 2. Either 1) a professional, permanent or life certificate; or 2) a professional, senior professional, or lead professional educator license with completion of thirty (30) semester hours of coursework or six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the issuance of the initial educator's license, whichever is applicable, in accordance with the requirements of Section 3319.08 (D)(2) of the Ohio Revised Code (such certificate or license must be in effect and on file in the administrative offices on or before the date of the regular meeting of the Board in April); and

3. Either three (3) years of teaching service in the District within the past five (5) years, or two (2) years of service in the District if the teacher previously held a continuing contract in another Ohio school district; and
 4. The teacher never held a teacher's certificate and was issued an educator license on or after January 1, 2011, then the requirements of ORC Section 3319.08 (D) (3) (a)-(d) (i)-(ii) shall be met.
- F. The teacher shall be evaluated pursuant to ORC Section 3319.111 and Article 21.

ARTICLE 17 – PROFESSIONAL PERSONNEL RECORDS

- A. A personnel file of all professional staff members shall be maintained in the office of the Board. This shall be considered the only official file of recorded information of professional staff members maintained by the Board and Administration.
- B. All materials placed in the personnel file of the professional staff member shall include the following:
 1. A dated stamp of the date the item was placed in the file.
 2. The initials of the Administrator and date of placing of the information in the file.
- C. Letters of recommendation and other related information used for initial employment may be retained in personnel files or maintained by the local Board or Administration including the following:
 1. Official transcript of college work.
 2. Copy(ies) of certification/licensure authorized by the State Department of Education.
- D. Anonymous letters or materials shall not be placed in a professional staff member's file, nor shall they be made a matter of record.
- E. Teachers shall be responsible for supplying one (1) copy of all certificates/licenses held to the Board Office, such certificates/licenses are to be maintained in a valid condition by the staff member.
- F. The employee shall have the right, upon request, to review the contents of his/her personnel file and to receive one (1) copy at no cost of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such review.
- G. No derogatory material may be placed in an employee's personnel file unless the employee has had an opportunity to receive a copy of the material. The employee shall have the right to acknowledge he/she has had the opportunity to review such material by

affixing his/her signature and date to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be submitted to the Superintendent or designee and attached to the file copy.

- H. Any materials entered into a professional staff member's file may be grieved as to the accuracy, relevance, timeliness, or completeness of such material. If it is found to lack in any of the aforementioned, it shall be removed from the professional staff member's file.
- I. Members of the Administration authorized to use personnel files of professional staff members shall be limited to the Superintendent, Treasurer of the Board and building principal(s) directly related to supervision of that professional staff member.
- J. Viewing of personnel files shall be subject to applicable law and court decisions. A record shall be kept with the file of those persons (other than authorized administrators and clerical personnel) who view the file and the date of each viewing.
- K. The Board shall take reasonable actions to protect the confidentiality of bargaining unit member personnel files to the fullest extent permitted by applicable law.
- L. The Professional Personnel Records as outlined in this Article shall be in lieu of ORC Section 1347. If any portion of this article is found to conflict with ORC Section 149.43, the provisions of ORC Section 149.43 shall prevail.

ARTICLE 18 – PROFESSIONAL STAFF DEVELOPMENT

- A. The staff development program shall be an on-going program of regular meetings, workshops, demonstrations and seminars designed to meet the needs of the instructional and administrative staff. Special events may be held to meet immediate needs when deemed necessary. Events shall be planned in conjunction with the needs of professional employees and shall be a part of an overall yearly plan.
- B. All events shall be planned jointly by the administration and members of the instructional staff designated as staff development representatives.
- C. The Staff Development Committee shall consist of one (1) volunteer teacher member from each separate building, one (1) administrator in addition to the Superintendent. A chairperson shall be elected at the first meeting of each school year. An additional person shall be allowed from the building of the chairperson. The chairperson shall be responsible for calling subsequent meetings.
- D. The method of scheduling professional development will be through delayed start, early release or full in-service days.

ARTICLE 19 – REDUCTION IN FORCE (RIF)

- A. When Reduction in force is in effect, suspension shall be in accordance with the statutory reasons enumerated in ORC Section 3319.17. Seniority shall not govern the suspension of teaching contracts, except when making a decision between teachers of who have comparable evaluations.
1. Suspension of contracts shall occur to limited contract teachers first in each teaching field affected and the Board shall only give preference to a teacher with seniority when the teachers involved have comparable evaluations.
 2. Suspension of contracts for tenured teachers shall occur only after all limited contract teachers in the affected area of certification/licensure have been suspended and Board shall only give preference to a teacher with seniority when the teachers involved have comparable evaluations.
 3. Suspension shall occur District-wide. Persons displacing other staff members in their certificated/licensed areas shall have taught or completed accredited course work in their certificated/licensed, but not current, teaching areas in the last five (5) years to be eligible to displace. Transcripts shall be on file at the time of reduction in force to determine eligibility to displace.
 4. Seniority in the District is the criterion to be used for determination of reassignment due to Reduction in force.
- B. Prior to proceeding with an anticipated staff reduction, the Association President shall be notified by the Superintendent of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the Association and representatives of the Board to review appropriate data indicating a need for a reduction in staff. The parties shall discuss why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and the possible effects of said reduction.

C. Recall Procedure:

Teachers whose contracts have been suspended shall have rights to recall as follows:

1. First recall shall be of tenured teachers in the affected area of certification/licensure and the Board shall only give preference to a teacher with seniority when the teachers involved have comparable evaluations.
2. Next, limited contract teachers according to area of certification/licensure and the Board shall only give preference to a teacher with seniority when the teachers involved have comparable evaluations. If the teacher fails to respond to a notice by certified mail of recall within ten (10) days, the teacher is considered to have rejected it and the Board can offer recall to the next teacher on the list.

D. Miscellaneous:

1. The recall list for limited contract teachers shall be maintained for two (2) years. Teachers with tenure shall permanently remain on the recall list. No teacher shall lose the right of restoration for refusing a position that is less than full time or refusing a position that is less than the percentage of time that the teacher worked at the time of the RIF. In addition a teacher may elect to remove his/her name from the recall list or resign from the system.
2. It is the responsibility of the teacher to notify the Administration of any changes in area of certification/licensure.
3. Seniority shall be defined as continuous employment of a teacher, with the Board action on the teacher's contract being the initial date of employment. All things being equal, continuous working employment shall be given priority at the time of reduction.
4. References to certification/licensure in items A.1 and A.2, C.1 and C.2 shall be certification/licensure as of the time of the suspension; however, teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority of service in the District, if and when teaching positions become vacant or are created for which any of such teachers are or become certified/licensed. After restoration of teachers with continuing contracts, those on limited contracts shall also be restored in the manner described above.
5. The personnel records and all future references of those employees laid off pursuant to this policy shall clearly indicate that such was due to a reduction in force, and was not due to unsatisfactory performance.
6. Reduction in force shall occur only in conjunction with staffing decisions in April of any year.

ARTICLE 20 – SUBSTITUTE TEACHERS

A. Selection

Substitute teachers employed by the Board shall possess ODE certification/licensure and other qualifications required.

B. Notice

Professional staff members who are unable to report to duty shall notify the building Principal or designee at least one (1) hour before the beginning of the contract day. It is the responsibility of the Administration to arrange for a substitute teacher.

C. Period Substitutes

In the event a regular substitute is unavailable, the building Principal may request a professional staff member to serve as a period substitute to cover necessary classes. Professional staff members are not obliged to accept a period substitute assignment but will be compensated at an hourly rate or proportionate share of a fractional hour for their service. The hourly rate shall be BA-0 column of the effective salary schedule divided by 183 days divided by 7.6 hours/day.

D. Planning

Teachers will not be expected to plan for their classes if they are absent for more than two (2) weeks. Teachers on a leave of absence or sick leave that extends beyond two (2) weeks are not expected to continue or complete classroom responsibilities until/unless they return from the leave. For emergency purposes, teachers will be expected to keep three (3) days of contingency plans available.

E. Feed-Back

A professional staff member wishing to comment upon the performance of a substitute may do so on forms provided by the Administration.

ARTICLE 21 – CERTIFIED STAFF EVALUATION

A. Purpose. The purposes of the evaluation process are the following:

1. To maintain and improve classroom instruction.
2. To clarify the performance expectations of the individual as determined by the Administration and state standards.
3. To establish work goals.
4. To make evaluations adhere to state standards.
5. To provide means for administration to direct improvement.
6. To provide the employee with the ultimate responsibility for performance.

B. Ohio Teacher Evaluation System.

The Board, in consultation with the District's Student Learning Objectives (SLO) Committee, shall adopt a standards-based teacher evaluation policy that conforms to the framework for the evaluation of teachers developed by the Ohio State Board of Education. The SLO Committee shall include LEA leadership, District and building Administration and volunteer teachers who have received SLO professional Development training. The standards-based teacher evaluation policy outlined in this Section applies to

all employees employed under a teacher licensed issued under Section 3319 of the Ohio Revised Code or under a professional or permanent teacher's certificate issued under former Section 3319.222 of the Ohio Revised Code and who spend at least fifty-percent (50%) of the time employed providing student instruction. Each evaluation shall result in an effectiveness rating of: "Accomplished," "Proficient," "Developing," or "Ineffective." An effectiveness rating is based upon the following two (2) categories: 1) Teacher Performance and 2) Student Growth Measures. Fifty-percent (50%) of the evaluation shall be attributed to teacher performance and fifty-percent (50%) shall be attributed to multiple measures of student growth.

1. Evaluators

Evaluations shall be completed by a building principal or District administrator approved by the Board who has attended the Ohio Teacher Evaluation System (OTES) state-sponsored training and has passed the online assessment using the OTES Performance Rubric.

2. Teacher Performance

Evidence observed, collected, or provided during the formal or informal observation process or otherwise will combine to produce a score on the OTES, Teacher Performance Evaluation Rubric. Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following Ohio Standards for the Teaching Profession:

- a. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
- b. Understanding the Content Area for which they have Instructional Responsibility;
- c. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
- d. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
- e. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
- f. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
- g. Assuming Responsibility for Professional Growth, Performance and Involvement.

3. Evaluation Procedures

- a. Teachers shall be evaluated at least once each school year. The evaluation shall consist of: 1) two (2) formal observations of at least thirty (30) minutes each and 2) Informal observations through unlimited periodic classroom walkthroughs with written feedback provided one time per semester by the evaluator. Evaluations shall be complete by the first day of May and the teacher shall have access to the results of the evaluation by the tenth day of May.
- b. Teachers who received an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation. Teachers who have received an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation conducted under this Section shall be evaluated once every two (2) school years. The evaluation shall consist of: 1) two (2) formal observations of at least thirty (30) minutes each and 2) Informal observations through periodic classroom walkthroughs by the evaluator. The biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall have access to the results of the evaluation by the tenth day of May.
- c. Teachers under consideration for nonrenewal. Teachers who are under consideration for nonrenewal and with whom the Board has entered into a limited contract or an extended limited contract under Section 3319.11 of the Ohio Revised Code shall have at least one (1) evaluation consisting of at least three (3) formal observations. The evaluator also reserves the right to conduct informal observations through periodic classroom walkthroughs. Evaluations shall be complete by the first day of May and the teacher shall have access to the results of the evaluation by the tenth day of May.

4. Observations

The formal observation process shall include: 1) Pre-observation conference; 2) Observations and 3) Post-observation conference shall be held within 15 school days following the observation. The informal observation process shall include classroom walkthroughs.

5. Student Growth Measures

Student Growth Measures (SGMs) will comprise fifty-percent (50%) of the teacher’s evaluation. The SGM(s) utilized to evaluate a particular teacher within the OTES framework will vary depending upon the grades and subjects taught. Value-Added Data and/or Approved Vendor Assessment Data must be taken into consideration when available. For grades and/or subjects without Value-Added or Approved Vendor Assessment Data, Local Student Growth Measures shall be used. The Board’s standards-based teacher evaluation policy shall establish Measures. The Board’s policy shall also detail the weight which each SGM (i.e.,

Local Student Growth Value-Added Data, Approved Vendor Assessment Data and/or Local Student Growth Measures) will have on a teacher's SGM rating. Data will be converted to a score in one of three levels of student growth: 1) "Above"; 2) "Expected"; and 3) "Below."

6. Overall Rating

The Teacher Performance Evaluation Rubric rating and the SGM data will be combined using the Ohio Department of Education eTPES System to determine an overall effectiveness rating. Until June 30, 2014, the following effectiveness ratings: Ineffective, Developing, Proficient and Accomplished shall be considered comparable for purposes of Reduction in Force.

7. Professional Growth and Improvement Plans

Each teacher must develop either a professional growth plan or improvement plan in accordance with the Board's policy. Teachers who meet Above-Expected levels of student growth must develop a professional growth plan. Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator from the Board-approved list. Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed by the building principal or district administrator.

C. Evaluation System (OTES Inapplicable)

This Evaluation System applies to employees who do not spend at least fifty percent (50%) of the time employed providing student instruction.

1. As part of the evaluation process, there will be both observations and evaluations as defined below:

a. Observation

A work setting observation of the staff member at work in order to critique one's performance shall be conducted. Also included are day-to-day observations of staff members, in the education setting. There shall be no officially adopted observation form.

b. Evaluation

A summation of observations recorded on the Evaluation Form (see Appendix B).

2. Evaluation will be done by a building principal or district administrator and will be based on the criteria outlined in the job description. Each evaluation shall consist of observations totaling no less than thirty (30) minutes. All evaluations shall be conducted on the forms which are attached hereto as Appendix B.

In all cases, the period of time between the completed evaluation and the evaluation conference shall not exceed ten (10) work days. Any unsatisfactory rating shall be accompanied by a written explanation which shall include written suggestions by the administration for correcting any deficiencies which have been cited. The ultimate responsibility for correcting any noted deficiencies shall rest with the employee.

3. Employees shall be evaluated once per school year. The evaluation shall consist of two (2) formal observations and may consist of periodic walkthroughs by the evaluator. Employees who are under consideration for nonrenewal shall have three (3) formal observations and may consist of periodic walkthroughs by the evaluator. Evaluations shall be complete by the first day of May and the employee shall receive the results of the evaluation by the tenth day of May.
4. One (1) copy of the evaluation shall be sent to the Superintendent for placement in the employee's personnel file, one (1) copy to the employee, and one (1) copy will be placed in the employee's building file. Observation notes may be included on the evaluation form. An employee, by his or her signature on the evaluation forms, shall acknowledge that he or she has reviewed and discussed the report with the evaluator. The employee's signature shall not be interpreted to indicate agreement. The employee shall have the right and opportunity to submit, within ten (10) school days, a written rebuttal for attachment to the evaluator's report and such shall be placed in his or her personnel file.
5. All of the above are minimum requirements. Additional evaluations may be done as needed.
6. A committee consisting of the LEA president, four (4) members of the LEA, and two (2) principals will develop new teacher evaluation procedures and forms. The LEA president shall appoint the four (4) LEA representatives, and the Superintendent shall appoint two (2) principals.

ARTICLE 22 – TEACHER PROTECTION/STUDENT DISCIPLINE

A. General

1. The Administration recognizes its responsibility to give full support and assistance to professional staff members with respect to the maintenance of control and discipline in the classroom. The professional staff member shall exercise reasonable and prudent judgment in the use of disciplinary procedures in accordance with Board policy, and in so doing shall be supported by the Administration and the Board.
2. It is recognized and agreed that there is a continuous need to review discipline policies.

B. Student Problems

1. If necessary, a teacher may temporarily remove a disruptive student from his/her classroom in accordance with Ohio law, and take the student to the area designated for that purpose. If the student is covered by the IDEA, and said removal shall be consistent with the student's IEP and IDEA regulations. Following any such removal, the teacher will document in writing the reason(s) for such removal.
2. Reinstatement in the curricular or extra-curricular activity shall be in accordance with ORC Section 3313.66.
3. Should the Administration or teacher desire, a conference may be scheduled concerning the disruptive student. This conference will normally take place at a time when the professional staff member does not have a class.
4. Should the Administration or teacher desire, a conference may be scheduled concerning the disruptive student. This conference will normally take place at a time when the professional staff member does not have a class. For a student that is on IEP, the manifest determination process shall take the place of a conference.
5. Teachers may, within the scope of their employment, use and apply such amount of force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, or for the protection of persons or property as stated in ORC Section 3319.41 (G).
6. The Administration will inform the professional staff member within a reasonable time concerning the corrective actions taken, if allowed under Federal or State Law.

C. Assault

1. Verbal - The invective use of words and/or oaths so as to humiliate or embarrass a professional staff member.
2. Physical - The use of hands, fists, feet, teeth, or other objects so as to attempt to or to actually inflict physical harm upon a professional staff member.
3. Any case of assault on a professional staff member shall promptly be reported to the building administrator. If in the judgment of the professional staff member the assault is sufficiently severe, the police will be notified. A written report of all assaults on the professional staff personnel will be made to the office of the Superintendent. Immediate investigation, hearings, and actions shall commence according to the adopted suspension and expulsion regulations of the Board.

4. If the police have been notified, any professional staff member who is physically assaulted will be excused by the principal to seek a physician's evaluation of his/her injuries.
5. Any student, not on an IEP, who commits assault and/or battery on a professional staff member will be removed from school at once, and not readmitted until appropriate disciplinary measures have been administered in accordance with ORC Section 3313.66.
6. The professional staff member will provide, in writing, all pertinent information related to the incident. The Administration will immediately advise the professional staff member of his/her rights and will notify the professional staff member of its readiness to assist as follows:
 - a. The Administration will immediately obtain all relevant information in writing from the students, professional staff members, and/or other witnesses and police;
 - b. Act as a liaison between the professional staff member, police, and the courts;
 - c. Fully compensate the professional staff member for absence from duty due to injury, and for absence due to court appearances. A teacher who must be absent due to physical disability resulting from an unprovoked assault on such teacher which occurs in the course of Board employment, on school grounds, during school hours or where required to be in attendance at school sponsored function will not have sick leave charged for the first ten (10) days of his/her time off due to the assault. Full pay status (days not charged to sick leave) will be granted up to a maximum of the first ten (10) days beginning with the first day of paid leave. At the end of the ten (10) days, the teacher may use sick leave or receive worker's compensation (if eligible) for the period of the physical disability.

D. Complaints Against Professional Staff Members

1. Whenever a formal, written complaint which may result in disciplinary action is filed against a professional staff member, he/she shall be notified. No complaint other than a formal, written complaint may be used in an employee's evaluation or in disciplining an employee or in making employment decisions concerning an employee.
2. Further action concerning the complaint will be initiated by the following procedures:
 - a. If requested by the complainant or the professional staff member, a meeting involving the professional staff member, the principal and the complainant will be arranged at a mutually convenient time to discuss the complaint.

- b. If it is not resolved at that level, it may be appealed to the Superintendent.
 - c. If it is still unresolved, it may be appealed in writing to the Board. A copy of such will be given to the professional staff member.
3. In each of the steps above, a professional staff member may request and be accompanied by Counsel and/or a representative of his/her choosing. Conferences regarding such complaints will be in private.

E. Disciplining of Professional Staff Members

1. A formal reprimand is defined as that action or complaint against the professional staff member that may be put into written form.
2. If it is necessary for the administrator to discuss any professional concerns with a professional staff member, a conference will be scheduled in an effort to resolve any differences. If a professional staff member is to be formally reprimanded, warned, or disciplined, he/she will have the right to be represented by the Association. When a request for such representation is made, no action shall be taken with respect to the professional staff member until such representative of this Association is present. It is the responsibility of the employee to affirmatively assert the right to such representation.
3. Discipline shall be appropriate to the offense and discipline shall be administered consistently within the District.
4. Progressive discipline procedure.
 - a. No employee shall be disciplined except for cause.
 - b. Bargaining unit members will proceed through the progressive steps based on infractions of a continuing and related nature. Disciplinary action shall be commensurate with the bargaining unit member's offense and normally shall be progressive in nature. The Board and the LEA recognize that some more severe offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of suspension without pay of a multiple number of days for the first offense.
 - c. A bargaining unit member may be disciplined for violations of rules and regulations in the faculty handbooks, Collective Bargaining Agreement, Administrative Directives and other mutually agreed upon items between the LEA and Board.

The steps of progressive discipline are:

1. Verbal Warning - Verbal Warnings shall be discussed in private between the parties involved. Whenever an administrator intends

to issue a verbal warning, the administrator will inform the employee that the verbal warning is the first step of initiating the disciplinary procedure.

2. Written Reprimand - [Within one (1) calendar year of Verbal Warning] – within ten (10) days of when the administrator knew or should have known of an offense warranting a written reprimand, the administrator shall meet with the teacher to discuss the offense. The teacher may be represented by an Association representative of the teacher's choice at the meeting between the teacher and the administrator. Written reprimands may be removed from the employee's file three (3) years from its placement and moved to the confidential LEA discipline file.
 3. Suspension - [Within one (1) calendar year of Written Reprimand] - the Superintendent may suspend an employee without pay for up to five (5) work days. Any suspension shall be preceded by a written Loudermill letter. All notices of suspension may be removed from the employee's file five (5) years from its placement and moved to the confidential LEA discipline file, at the request of the employee.
 4. Certain severe offenses of a teacher may result in a discipline being imposed at the suspension progression or by termination under ORC Section 3319.16.
- d. A bargaining unit member shall be notified by an administrator, either verbally or written, of a discipline disposition no later than five (5) work days after the administration knew or should have known of the offense. All written notices of discipline shall be copies to the LEA President at the time of issuance. Before suspending a bargaining unit member without pay, the Superintendent/designee shall provide the bargaining unit member with a written Loudermill notice of violation(s) and a meeting within seventy-two (72) hours of the notice.
 - e. At a discipline meeting and/or conference, a bargaining unit member shall have the right to have only LEA/OEA representation present.
 - f. Verbal warnings shall not be subject to the grievance procedure. Suspension without pay will be subject to expedited binding arbitration.
 - g. All disciplinary dispositions not maintained in the teacher's personnel file shall be kept in a separate confidential LEA discipline file at the Board of Education office.
 - h. Nothing herein shall be construed as limiting the Administration's authority to report suspected criminal activity and/or abuse as defined by ORC Section 2151.421.

ARTICLE 23 – WORK PRESERVATION/SUB-CONTRACTING

With the exception of bargaining unit work already sub-contracted, there shall be no sub-contracting of certificated/licensed bargaining unit work.

ARTICLE 24 – ASSOCIATION LEAVE

The Board shall provide the Association with an annual allowance of six (6) absence days and further, the Association may purchase an additional five (5) work days at the current substitute teacher rate, plus the costs of retirement and workers' compensation contributions on the substitute's salary. Notification for use of Association Leave must be made by letter from the Association President at least five (5) work days prior to the leave. If five (5) days notice is not given, the leave may be taken with the concurrence of the Superintendent.

ARTICLE 25 – JURY DUTY/SUBPOENA AS WITNESS LEAVE

- A. When it becomes necessary for an employee to accept jury duty, the teacher shall be paid the difference between his/her jury pay and his/her regular salary for the number of days involved. Such leave shall not be deducted from any other type of leave.
- B. When it becomes necessary for an employee to appear in court because of a subpoena issued by the state or as a witness on behalf of the Board, the teacher shall be paid the difference between his/her court pay and his/her regular salary for the number of days involved up to a maximum of five (5) days per year. Such leave shall not be deducted from any other type of leave. The Superintendent shall have discretion to grant leave in other extenuating circumstances.

ARTICLE 26 – LEAVE OF ABSENCE

An employee may be granted an unpaid leave of absence by the Board upon recommendation of the Superintendent for a period of time and under circumstances to be considered by the Board in each specific case of request and consistent with ORC Section 3319.13.

ARTICLE 27 – MATERNITY LEAVE

- A. Leave Rights – A professional staff member who is pregnant or adopting a child less than five (5) years of age, may request a leave of absence without pay for maternity reasons to begin at any time between the commencement of pregnancy, or, in the case of adoption the receipt of custody, and one (1) year after the child is born or adopted. Such leave shall be for any period through the existing school year and may be extended upon application for extension.
- B. Application for Leave – Applications for maternity leave shall be in writing, and shall contain a statement of the expected date of birth, or in the case of adoption the date of

obtaining custody, the date on which the leave of absence is to commence and the date the professional staff member anticipates return to service.

- C. Time for Filing Application – Application for maternity leave prior to childbirth should be made prior to the thirtieth (30th) day before the beginning date of the maternity leave.
- D. Reinstatement Rights – Upon return from approved maternity leave at the time set forth in the application for leave, the professional staff member shall be entitled to reinstatement to the same or similar position which she held prior to the leave, if the period of the leave has been less than a full school year, or if that position is no longer in existence, to a substantially equivalent position for which the professional staff member holds valid unexpired certification/licensure. If the professional staff member desires to return to active service prior to the stated date of the application for leave, the professional staff member shall notify the Superintendent in writing that an early return to service is requested, and the date upon which the professional staff member wished to return.
- E. Contract Rights – No factor pertaining to the condition of pregnancy, miscarriage, childbirth, recovery therefrom, or adoption, shall be grounds for the termination, nonrenewal, or failure to issue any limited or continuing contract, whether for regular teaching duties, supplemental duties, or administrative duties.

ARTICLE 28 – MILITARY LEAVE

A teacher who is a member of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or other reserve component of the Armed Forces of the United States, is entitled to a leave of absence from the teacher's respective duties without loss of pay for the time that the teacher is performing service in the uniformed services for periods of up to thirty-one (31) days, for the calendar year in which the teacher is performing services in the Uniformed Armed forces.

As used herein "calendar year" means the beginning of the first day of July and ending the last day of June. A "month" means thirty (30) eight (8) work days of two hundred forty (240) hours within one (1) calendar year.

Except as otherwise provided in this policy, a teacher who is entitled to leave provided under this policy and who is called to or ordered to Uniformed Armed Forces for longer than a month, for each calendar year in which the employee performed services in the Uniformed Armed Forces because of executive order issued by the President of the United States or an Act of Congress, is entitled during the period of absences, to the lesser of the following:

1. The difference between the gross monthly wage or salary as a teacher and the sum of the gross uniform pay and allowances (military pay) received that month; or
2. Five Hundred Dollars (\$500).

No teacher shall receive payment under paragraph 1 or 2 if the sum of the teacher's uniform pay and allowances received in a pay period exceeds the teacher's gross wage or salary for that

period. While a part-time teacher is eligible for a military leave of absence, a part-time teacher is not eligible for military leave compensation.

Each teacher who is entitled to leave provided under this policy shall, prior to the approval of the leave, submit to the Superintendent a copy of the order authorizing the teacher's call-up to Uniformed Armed Forces or a written statement from the appropriate military commander authorizing the teacher's service. If the military leave is an emergency or unforeseeable, the request for military leave shall be made as soon as possible.

The teacher shall further be entitled to a continuation of health insurance under COBRA during the period of such leave, unless comparable insurance is provided by a military health plan.

Upon expiration of such military leave of absence, the teacher will be restored to the teacher's former position with seniority status and pay, unless circumstances of the School District have so changed as to deem this impossible, provided that the teacher has done the following:

1. Applied for re-employment within ninety (90) days after termination of active service status.
2. Present a certificate of satisfactory completion of service and/or an Honorable Discharge.
3. The teacher's period of active service does not exceed four (4) years.

A teacher is not eligible for military compensation under this policy for weekend training.

ARTICLE 29 – PERSONAL DAYS

- A. Each certificated/licensed employee of the Lakota School District shall be granted a total of three (3) personal days per year, not to be accumulated from year to year.
- B. The use of these personal days shall require at least a forty-eight (48) hour notice to the proper building authority in order to be granted. The reasons for the personal day need not be given when the forty-eight (48) hour notice has been made for business which the teacher cannot conduct during time school is not in session.
- C. In the event that an emergency situation develops and the forty-eight (48) hour notification cannot be met, then proper justification for the need of such day is required and must be approved by the proper building authority before the personal day can be granted.
- D. Personal leave days will not be approved for inservice days or parent teacher conference days and the day before or after a school holiday.
- E. All employees who have three (3) personal leave days remaining at the end of the school year will be paid a stipend of three hundred dollars (\$300) or may choose to convert the three (3) personal leave days to sick leave days.

ARTICLE 30 – PROFESSIONAL LEAVE

- A. All certificated/licensed personnel shall be eligible for two (2) professional days each school year. Such requests shall be presented in writing to the Superintendent or his delegated representative. This request shall include an outline of the proposed use of said professional day, along with the expected professional growth to be attained. Absence due to professional leave requested or required by the Board shall not diminish an employee's right to be granted professional leave under the provisions of this Article.
- B. On all such uses of professional days, the Board shall provide a substitute, as needed. All other expenses shall be borne by the person requesting said leave. Professional leave shall be granted without loss of pay to the individual.
- C. Professional days shall not be accumulative from year to year.

ARTICLE 31 – SICK LEAVE

- A. Sick leave shall be provided for each employee working the negotiated teacher day in the amount day-for-day as they are regularly scheduled to work and accumulated at the rate of one and one fourth (1¼) days per month. An employee working less than the negotiated teacher day shall have the employee's sick leave pro-rated and calculated in hours. The employee may accumulate up to two hundred fifty-seven (257) days in the 2013-2014 school year and two hundred sixty-five (265) days in the 2014-2015 school year. In the event of a transfer to a different district, the number of days accumulated shall be reported to the next employer as full days. In the event of a change of positions within the same district, the days of sick leave accumulated shall remain as full days. Sick leave may be used in the event of:
 - 1. Personal illness, incapacitation due to pregnancy or injury.
 - 2. Illness or injury of employee's immediate family [spouse, domestic partner (designated at the start of each school year), children, father, mother, stepmother, stepfather, grandparents, grandchildren, sibling, step sibling or other persons residing in the household for whom the employee is the legal guardian].
 - 3. Exposure to contagious disease.
 - 4. Death in employee's immediate family. Immediate family shall be defined as spouse, domestic partner, children, father, mother, step-parents, grandparents, grandparents-in-law, grandchildren, brother, sister, stepbrother, stepsister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, sibling's children, aunt, uncle and any individual for whom the employee is the legal guardian.
- B. Employees new to the District with no accumulated sick leave may be advanced ten (10) days of sick leave credited against earned leave during the subsequent period of employment. If the employee leaves employment before the number of advanced days is

accumulated, the number of sick leave days advanced, but not yet accumulated, shall be deducted in equal amounts from their remaining pays.

C. Falsification of a sick leave statement by an employee will result in employee discipline which may include possible termination of the teacher's employment.

D. Sick Leave Bank

The purpose of this bank shall be to provide teachers who have exhausted all paid leave with additional sick leave days for a catastrophic illness or injury. Administration and use of the bank shall be subject to the following:

1. The bank shall be administered by a committee of four (4). Two (2) members shall be selected by the Association. Two (2) members shall be selected by the Administration. All decisions shall be made by majority vote of all members of the committee. If committee members are tied in voting, or the request is denied, the issue shall die in committee and cannot be appealed through any means or methods provided in this agreement or otherwise. All voting in the committee shall be confidential and by secret ballot.
2. A teacher on his/her own behalf, or any employee on behalf of the needy teacher, must present the request, in writing, to the Association President. This request shall include the approximate number of days the teacher may require from the bank. This number may be adjusted as necessary. The President (or designee) will bring the request to the committee for consideration. The committee may request proof of the catastrophic nature of the illness or injury if the majority of the committee believes proof will be helpful in consideration of the request. Such proof shall consist of written confirmation by a physician that the illness/injury will require the recuperation time requested.
3. If the request is approved by the committee, the Association President will notify all teachers of the request. A teacher must have at least fifty (50) accumulated sick days in order to make a donation and must limit his/her donations to no more than five (5) days. The request form will be provided for certified staff to indicate willingness to contribute sick leave to the needy teacher. This form shall also include the number of days the teacher is willing to contribute. The Association shall compile the donations and notify each teacher whose contribution is accepted. Forms for contributions above the amount needed shall be returned to the contributing teacher. The forms accepted for contribution will be turned over to the Board Treasurer for appropriate action.
4. The total use of the calamity leave assistance program shall not exceed the current employee's contract or current school year. Any unused donated sick days for catastrophic illness shall be returned to the donating employees as mutually agreed to between the Treasurer and the Association President.
5. The grant or denial of a request for donations is not subject to the grievance procedure.

6. Requests for donations are limited to thirty (30) days per school year per person requesting donated days.
7. All information will be kept confidential to the extent permitted by law.
8. Use of this program is limited to cases of catastrophic or life-threatening illness or injury to a bargaining unit member as approved by the committee. For purposes of this procedure, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic or life-threatening illness include, but are not limited to, the following: accident resulting in multiple fractures or amputation of a limb, AIDS, ALS, cancer, cerebral palsy, muscular dystrophy, a condition causing paralysis, a rare disease, severe burn involving over twenty (20) percent of the body, severe head injury requiring hospitalization, spinal cord injury or stroke.
9. The program may not be used for a routine pregnancy, any injuries related to drug or alcohol use or a chronic injury that is not life threatening or is easily manageable (e.g. high blood pressure, diabetes, etc.).
10. This sick leave bank may not be used as a means for increasing retirement compensation and/or severance pay, nor shall it prevent or prolong a bargaining unit member from applying for and going on disability retirement.
11. No recipient of leave from the sick leave bank shall earn additional sick, personal or any other type of leave while using the donated leave.

ARTICLE 32 – FAMILY AND MEDICAL LEAVE (FMLA)

A. Lakota Local School District will follow the most current Federal Law. This law may be found at: <http://www.dol.gov/whd/fmla/>.

B. Insurance Continuation

The Board shall continue to pay the Board contribution necessary to continue all medical insurance plans for the unit member while he/she is on Family and Medical Leave. The member must pay his/her portion of the premium to the Board by the first day of the month in which the member desires to have the insurance coverage continued.

**ARTICLE 33 – CLASS SIZE/STUDENTS WITH DISABILITIES
ASSIGNED TO THE REGULAR CLASSROOM**

A. Class Size

1. The Administration shall be responsible for the distribution of work among the members of the staff. Such distribution shall be as equitable as possible.
2. The pupil-teacher ratio is an important aspect of an education program. The following are recognized as desirable class size maximums:

Kindergarten - Grade 6 (all subject areas)	25	Mathematics	25
Art	**	Music (except choirs, band & orchestra)	30
Education Technology	**	Physical Education	30
English	25	Science	**
Foreign Language	25	Social Studies	25
Health	25		

** Not to exceed available stations

3. The above standards shall not restrict the school system from making use of new educational approaches, such as large group instruction and team teaching, cooperatively developed by teachers and administrators.
4. Class size concerns may be addressed via the Labor Management Committee established in Article 6.

B. Students With Disabilities Assigned To Regular Classroom

1. The classroom teacher shall be informed in writing by the Special Education Coordinator no less than one (1) week , if possible, before enrollment of identified students with disabilities are integrated into the classroom. This notification shall include the nature of the student's disability and recommendations for materials to be used as determined by the Placement Committee and/or the IEP Team.
2. When matters affecting the integration of a special needs student occur, the teacher(s) may request, in writing to the Special Education Coordinator, the need for an Intervention Assistance Team meeting to be scheduled. Within ten (10) working days upon receipt of the request, a meeting date will be scheduled. The purpose of this meeting is, but not limited to, to assist the teacher(s) in implementing the IEP goals, to provide additional assistance to the teacher(s) and/or the student.

ARTICLE 34 – LUNCH

Employees shall be allowed to leave the building during the lunch period on days when students are not in attendance not to exceed one (1) hour.

ARTICLE 35 – "PERSON IN CHARGE" PROVISION

- A. The "Person in Charge" has the duty, responsibility and authority to:
1. Notify appropriate EMS unit as per instructions on EMA.
 2. Accompany ambulance if parents cannot meet EMS.
 3. Remove student from classroom for remainder of class period or remainder of school day.
 4. May conduct hearings to collect information.
 5. Contact parent and remove student from building for remainder of school day or until administrator returns if same day, if student's presence constitutes threat to safety of others or of continued disruption of academic process.
 6. May conduct appropriate legal authorities as situation warrants and notify the Superintendent.
 7. Call Superintendent or other administrator if needed.
 8. Be present with law enforcement or social services personnel when talking with or questioning students.
- B. The "Person in Charge" may not:
1. Suspend students from school or threaten to suspend.
 2. Use corporal punishment.
- C. The "Person in Charge":
1. Shall only be assigned on a temporary basis. This assignment is not meant to act as a substitute for a building principal, unless mutually agreed to by the professional staff member and the Administration.
 2. Shall not be assigned to do any other administrative responsibilities not listed in this Article, unless mutually agreed to by the professional staff member and the Administration.

3. Shall be compensated pursuant to Article 20, Section C, for any loss of lunch and/or planning time.
- D. A substitute teacher may be hired for the duties of the "Person-in-Charge" when the Principal is absent one-half (½) day or more.

ARTICLE 36 – SCHOOL CALENDAR

- A. The term of service of a regular classroom teacher is based upon the school calendar adopted annually by the Board. The school calendar shall consist of one hundred eighty (180) pupil days in four (4) nine- (9) week quarters with three (3) additional teacher days for in-service training: the day prior to the first day for students, the day following the last student day, and an additional day mutually agreed upon by the Administration and Association. Any increase in this number of school days to the calendar shall be reflected by a proportionate professional compensation increase. Teachers will be paid for days when schools are not in operation due to weather conditions or other calamity as provided in Ohio Law.
- B. Any teacher who is on sick leave with pay when schools are closed due to severe weather or other conditions shall receive the same pay as the teacher would have received if he/she had not been on sick leave with pay. No deduction from days of accumulated sick leave shall be made for such days.
- C. Four (4) weeks in advance of its adoption by the Board, the Association will be furnished a copy of the proposed calendar. The proposed calendar will also be posted in each building. Representatives of the Association will be allowed to address the Board regarding the proposed calendar and to participate in the discussion during Board deliberation of the calendar. Any change in the school calendar during the school year shall be negotiated and such negotiations are not subject to impasse (grievance) machinery.

ARTICLE 37 – TEACHERS' DAY

- A. Each building principal shall determine the teacher workday for his/her building. The length of the teacher's day shall be seven (7) hours and thirty-six (36) minutes, inclusive of a thirty (30) minute duty-free lunch. Teachers may be assigned duties as needed during the workday other than during classroom teaching time, their 30-minute lunch period and their planning time.
- B. The Board may use two (2) hour or three (3) hour delays when needed due to inclement weather conditions. A two (2) hour delay will be attempted first, and, if needed, it will be adjusted to a three (3) hour delay. Both delays will result in a five (5) hour and thirty-six (36) minute work day for Association members. A three (3) hour delay will necessitate extending the regular school day by one (1) hour. If a teacher should have a prearranged conflict that cannot be changed/rescheduled (e.g., a doctor's appointment, college course, etc.) the teacher shall meet with his/her principal to seek assistance.

- C. Teachers may be required to attend faculty or other professional meetings prior to or following schools' regular closing time without any additional compensation not more than one (1) hour each month. Meetings held after school will begin no later than fifteen (15) minutes after the student dismissal time.

Attendance at all other assignments or meetings other than during the regular workday will be at the option of the individual teacher.

- D. Classroom teachers will, in addition to their thirty (30) minute duty free lunch period, have daily preparation time during which they will not be assigned to any other duties as follows:

1. Elementary School (including Kindergarten) - 200 minutes of planning time per week
2. Junior High School - 200 minutes of planning time per week
3. Senior High School - 200 minutes of planning time per week
4. Special Area Teachers and Special Education Teachers - 200 minutes of planning time per week

- E. During the duty free lunch period, no elementary teacher shall be required to supervise the lunch room or the playground.

- F. There may be a fifteen- (15) minute recess period each morning and afternoon in the elementary school.

- G. The workday of secondary school teachers will consist of not more than six (6) classroom teaching periods.

- H. Emergency situations (i.e., the energy crisis) may cause need for an adjustment of the starting and ending time of an affected duty day.

ARTICLE 38 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

- A. Purpose and Authority

The purpose of the LPDC is limited to the review and approval of individual professional development plans and professional development activities for recertification and licensure as specified by ORC Section 3319.22 and OAC 3301-24.

The LPDC shall have no authority or affect to revise, delete, add to or modify any article or section of this Negotiated Agreement. Actions of the LPDC are not to be contrary to the Negotiated Agreement or law.

B. Selection of Committee Members

The LPDC shall be comprised of a majority of practicing classroom teachers.

The committee shall be comprised of seven (7) members as follows:

Four (4) Teachers - Two (2) elementary and two (2) secondary teachers

Three (3) Administrators - Two (2) principals and one (1) other District employee appointed by the Superintendent

C. Terms

Teachers shall be elected by the LEA for two (2) year terms with alternate selection as per the LPDC bylaws.

Administrators shall be elected for two (2) year terms with alternate selection as per the LPDC bylaws.

D. LPDC Procedures

The LPDC shall establish bylaws and operational procedures which shall be the governing document of the LPDC and shall include times and frequency of meetings. No provision of the LPDC bylaws shall be contrary to the Collective Bargaining Agreement.

In the event of an in-term vacancy or removal of a teacher member, the teacher member shall be replaced by the Association.

E. Training and Compensation

The LPDC member shall be provided with on-going training as determined by the committee.

LPDC members shall be compensated as per the Supplemental Salary Schedule.

F. Facility, Equipment and Support Services

The LPDC shall be provided with adequate and secure space for the safe and secure storage of records, files, IPDPs and any other work requiring storage and/or file space.

G. Employee Protection

Under no circumstances is the involvement in the activities of the LPDC process to be used for employment decisions by the Board.

Nothing in the LPDC process shall have an adverse impact on the educator's performance evaluation as established in the collective bargaining agreement.

H. LPDC Appeals Procedure

The LPDC shall establish an appeals procedure, which shall comply with ORC Section 3319.22 and OAC 3301-24 and any other relevant provisions of the Ohio Revised Code. At the beginning of each school year, all employees shall be provided with a copy of said appeals procedure.

The LPDC appeals procedure is not grievable under Article 7 or any other article of this Agreement.

ARTICLE 39 – EMPLOYMENT OF RETIREES AS TEACHERS

- A. Definition of Retiree – A Retiree is an individual who has attained service retirement status with the Ohio State Teachers Retirement System or any other State’s Teacher Retirement System and is otherwise qualified by certification/licensure and background for public school teaching in Ohio.
- B. Where a teaching vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the Board, the Board may consider and employ retirees for any such vacancy upon the recommendation of the Superintendent.
- C. A Retiree shall be paid at the five-year experience step at the retiree’s education level each year the employee is employed in the District. The retiree shall not advance on the schedule. This provision shall supersede and take precedence over conflicting language in Section 3317 of the Ohio Revised Code.
- D. A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of nonrenewal or Board action is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements regarding limited contract teachers shall not apply to Retiree limited contracts. A retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to ORC Section 3319.11 and Article 21.
- E. Evaluations shall be conducted at the discretion of the building principal. The decision to conduct or not conduct an evaluation shall not affect the automatic expiration of the limited contract.
- F. A Retiree shall accumulate and may use sick leave in accordance with the Negotiated Agreement, but shall not be entitled to severance pay under this Negotiated Agreement or under law upon conclusion of employment as a Retiree.
- G. A Retiree shall be entitled to participate in insurances provided to the bargaining unit only if insurance coverage is not available through STRS. The Retiree shall assume fifty

percent (50%) of the monthly insurance premium for single coverage under the least expensive plan being offered by the Board.

- H. A Retiree shall not accumulate Seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force.
- I. A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This subsection supersedes ORC Section 3313.53.
- J. A Retiree shall not be eligible for benefits prescribed in Article 45 – Retirement Assistance Program of this Agreement.

ARTICLE 40 – COLLEGE CREDIT RECOGNITION

Verification of college training and proper certification/licensure must be filed with the Treasurer of the Board by September 30 for movement on the salary schedule for the first semester and by January 31 for the second semester. An official transcript of the above coursework must be filed with the Treasurer by October 31 and February 28 for the first and second semesters respectively. All credit must be from an institution whose courses are accepted by the Division of Certification, Ohio Department of Education for the purposes of recertification or any other course pre-approved by the Superintendent.

ARTICLE 41 – FREE ADMISSION TO SCHOOL ACTIVITIES

Teachers and their spouses and children shall have free admission to all home school-related activities and functions, excluding fund raising events and/or athletic banquets.

ARTICLE 42 – MILEAGE

Teachers required to drive within the system for school-related business shall be reimbursed at the current IRS rate in effect July 1 of each school year.

ARTICLE 43 – PAY PERIODS

- A. Pay periods shall be two (2) weeks in duration with checks being issued every other Friday throughout the pay year for twenty-six (26) pays. In certain years, to prevent employees from receiving compensation for work which they have not yet performed, a twenty-seven (27) pay schedule shall be implemented. The Association will be notified one (1) year prior to implementing said twenty-seven (27) pay schedule. This cycle is approximately every seven (7) years.
- B. Certified substitutes and new employees will enroll with the District Treasurer for direct deposit of the employee's regular payroll check.

- C. All pay stubs will be e-mailed to the employees school e-mail account by payday.
- D. The Board shall provide electronic fund transfer (direct deposit) of all certified/licensed employee paychecks, subject to the limitation of the Board's depository bank.
- E. The accumulated total shall be provided for gross wages, all deductions, taxes, extra duties and sick days on each pay stub.

ARTICLE 44 – PAYROLL PROCEDURE

- A. The Board shall notify each employee of any change in payroll deductions at least two (2) weeks in advance of the effective date of the change.
- B. The staff member shall be paid after the following deductions:
 1. Withholding Federal Income Tax -- all paydays
 2. State Income Tax -- all paydays
 3. City Income Tax -- all paydays where appropriate
 4. Retirement -- all paydays, to be calculated on each employee's gross pay that payday
 5. Insurance -- Health and Accident -- first of month
 6. Credit Union(s) -- all paydays according to the practices of the particular credit union involved
 7. Tax Sheltered Annuities -- 1st and 2nd paydays of the month
 8. United Teaching Profession dues, if authorized by member -- 1st pay in November for ten (10) equal installments -- or fair share fee -- first pay after January 15 in equal installments over remaining dues deduction period
 9. United Way -- 1st pay in month for six (6) months if authorized
 10. Voluntary Political contributions -- if authorized
 11. Other deductions as authorized by staff member and approved by the Board
 12. Garnishment of wages when Treasurer is served with notice
 13. School Income Tax
- C. Any current employee who wishes to be enrolled in a tax-sheltered annuity program shall designate one of the companies for which deductions are being made at the time of the employee's request, a complete list of such companies to be supplied by the Treasurer. A new employee may continue tax-sheltered annuity deductions for any company provided he/she was enrolled with that company at his/her last place of employment. A new company may be added to the list if at least five (5) current employees enroll in that company's program.

ARTICLE 45 – RETIREMENT ASSISTANCE PROGRAM

- A. The Board and the Association mutually agree that the Board shall implement the following retirement assistance program, effective July 1, 1990. Certificated/licensed

employees may choose to participate in the plan when they satisfy the earliest of the criteria set forth below.

B. Retirement Plan & Criteria

1. Any certificated/licensed employee who becomes first eligible for retirement with the State Teachers Retirement System by attaining eligibility will receive an additional severance per diem stipend of up to forty-five (45) days of the remainder of his/her accumulated sick leave which has not been used in figuring the regular severance pay.
2. a. Resignations for retirement purposes must be received by the Superintendent no later than April 1 of the year the employee meets the earliest of any one of the above retirement criteria. The employee must agree to retire at the end of the contract year in which the employee becomes eligible to receive the bonus unless the Board and the certificated/licensed employee agree to an earlier date for the employee to end his/her employment with the Board.
b. If the employee still needs to work a limited number of days at the end of the regular school year to meet the above eligibility requirements and sufficient work is available at the end of the school year or during the summer which would allow the employee to meet the eligibility requirements, the employee will be permitted to perform the work to meet the requirements. The employee must be certified/licensed and otherwise qualified to perform the work. If the employee does not exercise this option, the employee will need to complete the following school year to receive the bonus unless the Board and teacher agree to an earlier date for the employee to end his/her employment. The employee must notify the Superintendent of his/her request to work after the regular teacher year or during the summer by April 1 of the school year in question.
3. Payment under this plan will be made in a lump sum payment after January 1 of the year following retirement. The payment will be made as early as possible without requiring the District to borrow funds to meet this financial obligation. In no case will the payment be later than March 31.
4. Supplemental contract salaries are not included in the calculation for the additional severance per diem stipend.
5. Certificated/licensed employees must take advantage of this plan whenever they meet the earliest of any of the criteria set forth in the plan or they forfeit their option forever.
6. Employees applying for and/or receiving disability retirement are not eligible to participate in this plan.

ARTICLE 46 – SALARY AND INDEX

- A. The salary index appears in Appendix C of this Agreement.
- B. The base salary for the 2013-2014 school year shall be \$26,001 and the base salary for the 2014-2015 school year shall be \$26,391 with all other steps adjusted proportionately in keeping with established structure. The base salary with the 5.5% STRS pickup is \$27,431 for the 2013-2014 school year and \$27,843 for the 2014-2015 school year.
- C. The respective year salary schedule shall be included in the Agreement as Appendix D.
- D. First year teachers beginning July 1, 2011 shall be placed on Step 2 of the teacher salary schedule, where they shall remain for the first three (3) years of employment. In exchange, first year teachers will attend up to three (3) additional required pre-service days before the beginning of the school year and will attend up to the equivalent of two (2) additional required days during the school year. In their second and third years of employment, new teachers will attend up to two (2) additional required pre-service days and the equivalent of one (1) additional required day during the same school year. As used in this subsection, "days" during the school year will be scheduled after student dismissal and tracked by time sheet. Current members with less than three (3) years of experience may elect to be advanced to Step 2 on the salary schedule in exchange for a commitment to attend the required extra days for the second and third years of employment in the District.
- E. Supplemental salaries shall be paid in accordance with the Supplemental Salary Schedule (Appendix E).

ARTICLE 47 – SEVERANCE PAY

- A. In order to qualify for severance pay upon service retirement, an employee must have worked ten (10) years or more in the Lakota Local School District. In the event that an employee qualifies for disability retirement, the employee may elect to be paid his/her severance pay pursuant to this Article in lieu of exhaustion of his/her sick leave prior to his/her disability retirement.
- B. The Board shall pay any employee, upon death or retirement, the total per diem rate for accumulated days of sick leave accredited to that employee's account as of June 30, 2009. Employees will also be paid the total per diem rate for one-fourth (1/4) of the employee's accrued but unused sick leave credited to that employee's account after June 30, 2009. The maximum an employee can be paid for is sixty-five (65) days. Per diem shall be teaching salary less supplemental services.
- C. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at the time of retirement or death.
- D. A one time payment shall be made within thirty (30) days or on the first payroll in January following the member's retirement upon written request to the Treasurer.

Payment will only be made after the employee provides written evidence of retirement from a State retirement system.

ARTICLE 48 – STRS PICK-UP

- A. The Board shall designate, assume and pay an amount calculated as five and one half percent (5.5%) of each employee's gross earnings to be mandatory contributions to the State Teachers Retirement System of Ohio or the School Employees Retirement System of Ohio and as being "picked up" by the Board as contemplated by Internal Revenue Service Revenue Ruling 77-462, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income.
- B. The amount designated as "picked up" by the Board shall be included in compensation for retirement contribution purposes and in computing final average salary for purposes of Retirement System calculations in determining levels of retirement benefits. The remaining amounts to be considered as fulfilling the legal requirements for "employee contribution" shall be deducted from the employee's pay. Further, this action shall apply to all classes and categories of employees within the bargaining unit.

ARTICLE 49 – NATIONAL BOARD CERTIFICATION

Upon notification by the National Board for Professional Teaching Standards, employees that achieve National Board Certification shall receive a one time, five hundred dollar (\$500) stipend from the Board. The stipend shall be paid within thirty (30) days following the notification.

ARTICLE 50 – TUITION REIMBURSEMENT

- A. The Board shall set aside a fund of Fifteen Thousand Dollars (\$15,000) each school year for tuition reimbursement, and shall reimburse each employee by October 31 up to fifty percent (50%) of the cost of tuition and fees for graduate coursework completed and earned each preceding fiscal year (July 1 - June 30). Payment for tuition in private institutions will be no more than fifty percent (50%) of the cost for the same work if completed in a State college or university.¹
- B. Payment will be made upon evidence that the coursework has been satisfactorily completed. A copy of the receipts and an official transcript needs to be received by the Treasurer by September 30. A maximum of nine (9) semester hours (or equivalent quarter hours) may be reimbursed during a school year. In the event applications for reimbursements exceed the fund, distributions shall be made on a pro rata basis.

¹ Average of the tuition of Bowling Green State University and Toledo University.

- C. Fund balances shall not be carried over into subsequent years. Employees must apply by September 30 to be eligible for reimbursement under this Article. Employees will only be reimbursed if they are currently employed by the Board.

ARTICLE 51 – TUTOR PROVISIONS

- A. Tutors shall be employed pursuant to a Tutor Contract.
- B. Tutors shall be compensated at the rate of Twenty Dollars (\$20) per hour and shall not be compensated in accordance with the teacher salary schedules in Appendix D.
- C. The Board shall also pay the employee for mileage to the tutoring site at the current rate established in Article 42 of this Agreement. With respect to homebound tutors, mileage will be computed based upon the amount which exceeds the tutor's home to school mileage.

ARTICLE 52 – DENTAL INSURANCE

Usual, customary and reasonable charges paid per new contract. Board pays all except ten percent (10%) per month for full-time employees.

ARTICLE 53 – VISION INSURANCE

The Board will make available a vision insurance plan, which the employee will pay one hundred percent (100%) of the premium rate.

ARTICLE 54 – HEALTH INSURANCE

- A. The Board shall offer two (2) major medical plans for the certified/licensed staff. Plan I is set forth in Appendix F and Plan II is set forth in Appendix G. Current employees may choose either plan. Any employee hired July 1, 2011 or later may only enroll in Plan II.
- B. Effective July 1, 2013:

Plan I: Board contributions shall be capped at the following amounts:

Single: \$ 475/month
Family: \$1,295/month

All increases in Plan I premiums shall be incurred by the members selecting the plan.

Plan II: Effective July 1, 2013, the Board shall contribute 90% toward the monthly premium. Effective January 1, 2015, the Board shall contribute 85% (with 70/30 and 50/50 levels) towards the monthly premium. Employees can increase the Board's

contribution to 90% (with 80/20 and 60/40 levels) through participation in an approved wellness program.

- C. The coverage and benefits provided by the Board shall remain the same as or better than those provided for in the Appendices.
- D. Coverage is to apply and include the family of each employee as defined by such insurance plan.
- E. Employees will pay a co-pay: 1) of ten dollars (\$10) for generic prescription drugs, 2) of twenty dollars (\$20) for brand name formulary prescription drugs, 3) of thirty-five dollars (\$35) for brand name non-formulary prescription drugs and 4) a 20% co-insurance up to a maximum of one hundred and fifty dollars (\$150) per prescription for specialty drugs. All specialty prescriptions shall be filled by the Caremark Specialty Pharmacy, except for the initial prescription and any emergency prescription.

F. Section 125 Plan

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. Such elections shall not exceed the amount as set under Section 125 of the Internal Revenue Code. This plan shall be administered by the employer through a mutually agreed upon provider as the enroller and record keeper of the plan. The insurance company shall provide the school district a hold harmless and record keeping agreement that will further hold the employer risk free under the IRS provisions regulating non-reimbursed medical payments.

- G. A health insurance committee of Association and Board appointed representatives will be established with the following goals: review and analysis of the health care plans, study alternatives, educate the employees regarding the plans and make recommendations which form the basis for mutually agreed upon changes in the contract. The committee will also be responsible for developing programs to meet the requirements of the best practices in Ohio Revised Code Section 9.901. A committee of staff and administrative employees shall be established to develop, adopt and implement a mutually agreed wellness program by July 1, 2014 that rewards employees for participation in the program. Participants meeting the criteria established in the wellness plan shall earn a premium discount, effective January 1, 2015 of up to 5% of the employee's total Plan II premium.

H. Working Spouse Rule

- 1. A "working spouse" rule will be in effect for Lakota Local School District employees whose spouse works for another employer outside of the District.
- 2. Eligibility will be determined based upon the following guidelines.
 - a. Your spouse must enroll in at least single coverage through their employer if:

- 1) Your spouse is eligible for health insurance through his/her employer.
 - 2) Your spouse will be eligible for health insurance through his/her retirement system when your spouse retires.
- b. If one of the above pertains to your spouse:
- 1) Your spouse needs to enroll on his/her employer's plan at the next open enrollment period for at least single coverage.
 - 2) Insurance under the Lakota Local School District insurance plan will only provide secondary coverage to your spouse's insurance coverage through his/her employer.
3. Your spouse is exempt from this requirement if:
- a. Your spouse does not have access to employer subsidized health insurance.
 - b. Your spouse would be required to contribute more than one hundred fifty dollars (\$150) per month to his/her plan.
 - c. Your spouse is currently retired, eligible for Medicare, but not on the retirement system program.

ARTICLE 55 – LIFE INSURANCE

Each full-time certificated/licensed employee shall be provided twenty thousand dollars (\$20,000) Life and twenty thousand dollars (\$20,000) Accidental Death Insurance, the premium to be paid by the Board. Part-time teachers who desire to have the insurance may participate by paying the pro-rata share of the premium.

ARTICLE 56 – DURATION AND INTENT

- A. This contract will be effective from July 1, 2013, and will continue in full force and effect until June 30, 2015, and from year to year thereafter, unless either the Board or Association serves written notice on the other of its intention to amend or modify this Contract not more than ninety (90) days and not less than sixty (60) days prior to the expiration date June 30 or the end of the yearly extension period.
- B. The Board agrees that it will not, during the period of this Contract, officially adopt or implement any condition of employment not contained within this contract until such term or condition has been a subject of negotiation.
- C. All of the present policies and practices of the Board constituting conditions of employment affecting the members, not altered or amended by these negotiations will remain in effect until mutual agreement to change between the Association and the Board or through further negotiations.
- D. If it is determined by a court of law with jurisdiction to this school or an act of legislature that all or part of any provision is contrary to law, that part shall be deemed null and void to the extent prohibited, with the remainder of this agreement remaining in effect. At such time, both parties shall meet to discuss and pre-negotiate the item affected.
- E. The Board agrees that it will not initiate any action to consolidate the Lakota Local School District for the duration of this Negotiated Agreement.

FOR THE BOARD:

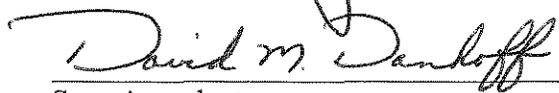
FOR THE ASSOCIATION:



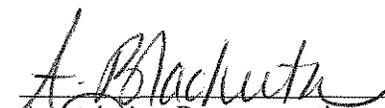
Board Representative



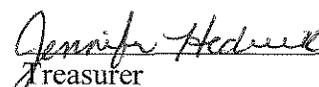
Association Representative



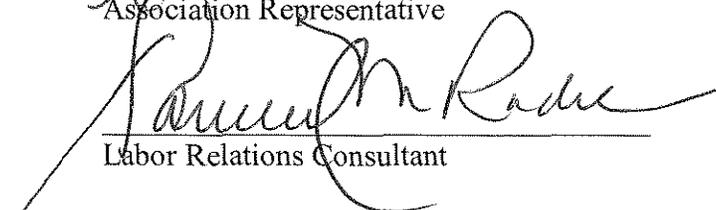
Superintendent



Association Representative



Treasurer



Labor Relations Consultant

**LAKOTA LOCAL SCHOOL DISTRICT
CERTIFIED/LICENSED EMPLOYEE GRIEVANCE FORM**

Name of Complainant _____

Date of Filing _____

Home Address _____

Home Telephone _____

Number of Years in School System _____ Position Held _____

Name of School _____

Principal _____ School Telephone _____

Grievance Representative _____

Provision of Master Agreement Allegedly Violated:

Statement of Grievance:

Action Requested:

Signature of Complainant

**LAKOTA LOCAL SCHOOL DISTRICT
EVALUATION FORM**

**NEW EVALUATION FORMS WILL BE DEVELOPED AND ATTACHED UPON
COMPLETION.**

LAKOTA LOCAL SCHOOL DISTRICT
TEACHER SALARY INDEX SCHEDULE

<u>EXP</u>	<u>Non-Deg</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+10</u>
0	0.7000	1.0000	1.0160	1.0325	1.0490	1.1000	1.1160
1	0.7343	1.0490	1.0658	1.0831	1.1004	1.1539	1.1707
2	0.7703	1.1004	1.1180	1.1362	1.1543	1.2104	1.2280
3	0.8080	1.1543	1.1728	1.1918	1.2109	1.2698	1.2882
4	0.8476	1.2109	1.2303	1.2502	1.2702	1.3320	1.3513
5	0.8892	1.2702	1.2905	1.3115	1.3325	1.3972	1.4176
6	0.9327	1.3325	1.3538	1.3758	1.3977	1.4657	1.4870
7	0.9784	1.3977	1.4201	1.4432	1.4662	1.5375	1.5599
8	1.0264	1.4662	1.4897	1.5139	1.5381	1.6129	1.6363
9	1.0767	1.5381	1.5627	1.5881	1.6134	1.6919	1.7165
10	1.1294	1.6134	1.6393	1.6659	1.6925	1.7748	1.8006
11	1.1848	1.6925	1.7196	1.7475	1.7754	1.8618	1.8888
12	1.2428	1.7754	1.8038	1.8331	1.8624	1.9530	1.9814

Beginning with the 1996-97 school year, an experience increment of Five Hundred Dollars (\$500) will be provided at the fifteen (15) year experience level. Beginning with the 1997-98 school year, an additional Four Hundred Dollars (\$400) will be provided at the twenty (20) year experience level. Beginning with the 1998-99 school year, an additional Four Hundred Dollars (\$400) will be provided at the twenty-five (25) year experience level.

(Experience increments 15 year, 20 year, and 25 year are not applicable to the supplemental salary schedule.)

Lakota Local Schools
Certified Salary Schedule

2013-2014

APPENDIX D

DEGREE	\$26,001 Base Salary			\$27,431 Base W/ 5.5% STRS Pickup				
	NON-DEG	BA	BA+10	BA+20	BA+30	M	M+10	M+30
EXP	0.7	1.0000	1.0160	1.0325	1.0490	1.1000	1.1160	
0	\$18,201	\$26,001	\$26,417	\$26,846	\$27,275	\$28,601	\$29,017	
	\$19,202	\$27,431	\$27,870	\$28,323	\$28,775	\$30,174	\$30,613	
1	0.7343	1.0490	1.0658	1.0831	1.1004	1.1539	1.1707	
	\$19,093	\$27,275	\$27,712	\$28,162	\$28,612	\$30,003	\$30,439	
	\$20,143	\$28,775	\$29,236	\$29,711	\$30,185	\$31,653	\$32,114	
2	0.7703	1.1004	1.1180	1.1362	1.1543	1.2104	1.2280	
	\$20,029	\$28,612	\$29,069	\$29,542	\$30,013	\$31,472	\$31,929	
	\$21,130	\$30,185	\$30,668	\$31,167	\$31,664	\$33,203	\$33,685	
3	0.808	1.1543	1.1728	1.1918	1.2109	1.2698	1.2882	
	\$21,009	\$30,013	\$30,494	\$30,988	\$31,485	\$33,016	\$33,494	
	\$22,164	\$31,664	\$32,171	\$32,692	\$33,216	\$34,832	\$35,337	
4	0.8476	1.2109	1.2303	1.2502	1.2702	1.3320	1.3513	
	\$22,038	\$31,485	\$31,989	\$32,506	\$33,026	\$34,633	\$35,135	
	\$23,251	\$33,216	\$33,748	\$34,294	\$34,843	\$36,538	\$37,068	
5	0.8892	1.2702	1.2905	1.3115	1.3325	1.3972	1.4176	
	\$23,120	\$33,026	\$33,554	\$34,100	\$34,646	\$36,329	\$36,859	
	\$24,392	\$34,843	\$35,400	\$35,976	\$36,552	\$38,327	\$38,886	
6	0.9327	1.3325	1.3538	1.3758	1.3977	1.4657	1.4870	
	\$24,251	\$34,646	\$35,200	\$35,772	\$36,342	\$38,110	\$38,663	
	\$25,585	\$36,552	\$37,136	\$37,740	\$38,340	\$40,206	\$40,790	
7	0.9784	1.3977	1.4201	1.4432	1.4662	1.5375	1.5599	
	\$25,439	\$36,342	\$36,924	\$37,525	\$38,123	\$39,977	\$40,559	
	\$26,839	\$38,340	\$38,955	\$39,588	\$40,219	\$42,175	\$42,790	
8	1.0264	1.4662	1.4897	1.5139	1.5381	1.6129	1.6363	
	\$26,687	\$38,123	\$38,734	\$39,363	\$39,992	\$41,937	\$42,545	
	\$28,155	\$40,219	\$40,864	\$41,528	\$42,192	\$44,244	\$44,885	
9	1.0767	1.5381	1.5627	1.5881	1.6134	1.6919	1.7165	
	\$27,995	\$39,992	\$40,632	\$41,292	\$41,950	\$43,991	\$44,631	
	\$29,535	\$42,192	\$42,867	\$43,563	\$44,257	\$46,411	\$47,085	
10	1.1294	1.6134	1.6393	1.6659	1.6925	1.7748	1.8006	
	\$29,366	\$41,950	\$42,623	\$43,315	\$44,007	\$46,147	\$46,817	
	\$30,981	\$44,257	\$44,968	\$45,697	\$46,427	\$48,685	\$49,392	
11	1.1848	1.6925	1.7196	1.7475	1.7754	1.8618	1.8888	
	\$30,806	\$44,007	\$44,711	\$45,437	\$46,162	\$48,409	\$49,111	
	\$32,500	\$46,427	\$47,170	\$47,936	\$48,701	\$51,071	\$51,812	
12 TO 14	1.2428	1.7754	1.8038	1.8331	1.8624	1.9530	1.9814	2.0100
	\$32,314	\$46,162	\$46,901	\$47,662	\$48,424	\$50,780	\$51,518	\$52,262
	\$34,091	\$48,701	\$49,480	\$50,284	\$51,088	\$53,573	\$54,352	\$55,136
15 TO 19	1.2428	1.7754	1.8038	1.8331	1.8624	1.953	1.9814	2.0100
	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
	\$32,814	\$46,662	\$47,401	\$48,162	\$48,924	\$51,280	\$52,018	\$52,762
20 TO 24	1.2428	1.7754	1.8038	1.8331	1.8624	1.953	1.9814	2.0100
	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900
	\$33,214	\$47,062	\$47,801	\$48,562	\$49,324	\$51,680	\$52,418	\$53,162
25	1.2428	1.7754	1.8038	1.8331	1.8624	1.953	1.9814	2.0100
	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300
	\$33,614	\$47,462	\$48,201	\$48,962	\$49,724	\$52,080	\$52,818	\$53,562
	\$35,463	\$50,073	\$50,852	\$51,655	\$52,459	\$54,944	\$55,723	\$56,508

Lakota Local Schools
 Certified Salary Schedule

2014-2015

APPENDIX D

	\$26,391	Base Salary		\$27,843	Base W/ 5.5% STRS Pickup			
DEGREE	NON-DEG	BA	BA+10	BA+20	BA+30	M	M+10	M+30
EXP 0	0.7	1.0000	1.0160	1.0325	1.0490	1.1000	1.1160	
	\$18,474	\$26,391	\$26,813	\$27,249	\$27,684	\$29,030	\$29,452	
	\$19,490	\$27,843	\$28,288	\$28,747	\$29,207	\$30,627	\$31,072	
1	0.7343	1.0490	1.0658	1.0831	1.1004	1.1539	1.1707	
	\$19,379	\$27,684	\$28,128	\$28,584	\$29,041	\$30,453	\$30,896	
	\$20,445	\$29,207	\$29,675	\$30,156	\$30,638	\$32,127	\$32,595	
2	0.7703	1.1004	1.1180	1.1362	1.1543	1.2104	1.2280	
	\$20,329	\$29,041	\$29,505	\$29,985	\$30,463	\$31,944	\$32,408	
	\$21,447	\$30,638	\$31,128	\$31,635	\$32,139	\$33,701	\$34,191	
3	0.808	1.1543	1.1728	1.1918	1.2109	1.2698	1.2882	
	\$21,324	\$30,463	\$30,951	\$31,453	\$31,957	\$33,511	\$33,997	
	\$22,497	\$32,139	\$32,654	\$33,183	\$33,714	\$35,354	\$35,867	
4	0.8476	1.2109	1.2303	1.2502	1.2702	1.3320	1.3513	
	\$22,369	\$31,957	\$32,469	\$32,994	\$33,522	\$35,153	\$35,662	
	\$23,599	\$33,714	\$34,255	\$34,809	\$35,366	\$37,086	\$37,624	
5	0.8892	1.2702	1.2905	1.3115	1.3325	1.3972	1.4176	
	\$23,467	\$33,522	\$34,058	\$34,612	\$35,166	\$36,874	\$37,412	
	\$24,758	\$35,366	\$35,931	\$36,515	\$37,100	\$38,902	\$39,470	
6	0.9327	1.3325	1.3538	1.3758	1.3977	1.4657	1.4870	
	\$24,615	\$35,166	\$35,728	\$36,309	\$36,887	\$38,681	\$39,243	
	\$25,969	\$37,100	\$37,693	\$38,306	\$38,915	\$40,809	\$41,402	
7	0.9784	1.3977	1.4201	1.4432	1.4662	1.5375	1.5599	
	\$25,821	\$36,887	\$37,478	\$38,087	\$38,694	\$40,576	\$41,167	
	\$27,241	\$38,915	\$39,539	\$40,182	\$40,823	\$42,808	\$43,432	
8	1.0264	1.4662	1.4897	1.5139	1.5381	1.6129	1.6363	
	\$27,088	\$38,694	\$39,315	\$39,953	\$40,592	\$42,566	\$43,184	
	\$28,578	\$40,823	\$41,477	\$42,151	\$42,825	\$44,907	\$45,559	
9	1.0767	1.5381	1.5627	1.5881	1.6134	1.6919	1.7165	
	\$28,415	\$40,592	\$41,241	\$41,912	\$42,579	\$44,651	\$45,300	
	\$29,978	\$42,825	\$43,509	\$44,217	\$44,921	\$47,107	\$47,792	
10	1.1294	1.6134	1.6393	1.6659	1.6925	1.7748	1.8006	
	\$29,806	\$42,579	\$43,263	\$43,965	\$44,667	\$46,839	\$47,520	
	\$31,445	\$44,921	\$45,642	\$46,383	\$47,123	\$49,415	\$50,133	
11	1.1848	1.6925	1.7196	1.7475	1.7754	1.8618	1.8888	
	\$31,268	\$44,667	\$45,382	\$46,118	\$46,855	\$49,135	\$49,847	
	\$32,988	\$47,123	\$47,878	\$48,655	\$49,432	\$51,837	\$52,589	
12 TO 14	1.2428	1.7754	1.8038	1.8331	1.8624	1.9530	1.9814	2.0100
	\$32,799	\$46,855	\$47,604	\$48,377	\$49,151	\$51,542	\$52,291	\$53,046
	\$34,603	\$49,432	\$50,222	\$51,038	\$51,854	\$54,376	\$55,167	\$55,963
15 TO 19	1.2428	1.7754	1.8038	1.8331	1.8624	1.953	1.9814	2.0100
	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500
	\$33,299	\$47,355	\$48,104	\$48,877	\$49,651	\$52,042	\$52,791	\$53,546
	\$35,130	\$49,959	\$50,750	\$51,566	\$52,381	\$54,904	\$55,695	\$56,491
20 TO 24	1.2428	1.7754	1.8038	1.8331	1.8624	1.953	1.9814	2.0100
	\$900	\$900	\$900	\$900	\$900	\$900	\$900	\$900
	\$33,699	\$47,755	\$48,504	\$49,277	\$50,051	\$52,442	\$53,191	\$53,946
	\$35,552	\$50,381	\$51,172	\$51,988	\$52,803	\$55,326	\$56,117	\$56,913
25	1.2428	1.7754	1.8038	1.8331	1.8624	1.953	1.9814	2.0100
	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300
	\$34,099	\$48,155	\$48,904	\$49,677	\$50,451	\$52,842	\$53,591	\$54,346
	\$35,974	\$50,803	\$51,594	\$52,410	\$53,225	\$55,748	\$56,539	\$57,335

**LAKOTA LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE**

Individuals who are employed on a supplemental contract shall be compensated in accordance with this salary schedule based on supplemental job classifications. Each activity will be considered a separate entity when calculating years of service. The Board has the discretion to grant credit for experience earned outside the District for initial salary placement. Employees to be paid on the supplemental salary schedule shall not receive pay until current pupil activity validation certification and CPR certification are on file in the Board office as required.

Supplemental contracts shall be for the term of one year and shall automatically expire without the Board having to comply with Ohio Revised Code 3319.11 or Ohio Revised Code 3319.111.

All supplemental contracts shall be deemed "vacant" when the contracts expire. Employees desiring to be considered for any supplemental contract vacancy shall submit an application for each position for which he/she wishes to be considered and the Board shall fill all supplemental contract vacancies in accordance with Article 9.

An individual offered a supplemental contract pursuant to this provision shall execute and return such contract to the treasurer within twenty-one (21) days of issuance of such contract. Failure to execute and return the contract on a timely basis shall constitute a rejection of the offer for employment. After execution and receipt of the contract by the treasurer, no person may resign after July 10 from such contract unless released by the Board.

The employee may indicate in his/her application for a supplemental position that his/her application shall continue from year to year and said application shall be treated by the Board as continuing from year to year until such teacher submits, in writing, a letter notifying the Board that he/she withdraws his/her application(s) for said position or positions.

The Board reserves the right to not fill any supplemental position. The following salary schedule will be used to compensate employees for supplemental duties. The salary schedule will remain in effect for the term specified in the negotiated agreement.

<u>CATEGORY</u>		<u>FIRST YEAR</u>	<u>FIFTH YEAR</u>	<u>TEN+ YEARS</u>
Class 1	HS Athletic Director	\$3,768.83	\$4,619.85	\$5,288.51
	HS Head Football			
	HS Head Boys Basketball			
	HS Head Girls Basketball			
	HS Instrumental Music			
Class 2	HS Head Volleyball	\$2,917.80	\$3,221.74	\$3,525.68
	HS Head Boys Track			
	HS Head Girls Track			

<u>CATEGORY</u>		<u>FIRST YEAR</u>	<u>FIFTH YEAR</u>	<u>TEN+ YEARS</u>
Class 2	HS Head Wrestling	\$2,917.80	\$3,221.74	\$3,525.68
	HS Head Baseball			
	HS Head Softball			
	HS Head Cross Country			
	HS Vocal Music			
Class 3	HS Assistant Football	\$2,188.35	\$2,431.50	\$2,796.23
	HS Assistant Boys Basketball			
	HS Assistant Girls Basketball			
Class 4	HS Assistant Athletic Director	\$1,945.20	\$2,066.78	\$2,127.56
	JH Athletic Director			
	JH Head Track			
	HS Head Golf			
	HS Cheerleading Coach			
Class 5	HS Assistant Volleyball	\$1,702.05	\$1,823.63	\$1,884.41
	HS Assistant Girls Track			
	HS Assistant Boys Track			
	HS Assistant Cross Country			
	HS Assistant Wrestling			
	HS Assistant Baseball			
	HS Assistant Softball			
Class 6	Freshman Boys Football	\$1,458.90	\$1,580.48	\$1,641.26
	Freshman Boys Basketball			
	Freshman Girls Basketball			
	Freshman Volleyball			
Class 7	JH Football	\$1,215.75	\$1,337.33	\$1,398.11
	JH Volleyball			
	JH Cross Country			
	JH Boys Basketball			
	JH Girls Basketball			
	JH Wrestling			
	JH Boys Track			
	JH Girls Track			
	HS Assistant Golf			
	Webmaster			
	Director of Dramatics			
Yearbook				
Class 8	Varsity L	\$972.60	\$1,094.18	\$1,398.11
	NHS			
	HS Student Council			

<u>CATEGORY</u>		<u>FIRST YEAR</u>	<u>FIFTH YEAR</u>	<u>TEN+ YEARS</u>	
Class 9	JH Student Council	\$729.45	\$863.18	\$911.81	
	Instrumental Director for Musical				
	Vocal Director for Musical				
	Senior Class Advisor				
	HS Quiz Bowl				
Class 10	JH Cheer	\$486.30	\$547.09	\$607.88	
	Junior Class Advisor				
	HS Newspaper				
Class 11	JH Quiz Bowl	\$243.15	\$303.94	\$364.73	
	Elementary Quiz Bowl				
	Freshman Advisor				
	Sophomore Advisor				
	Key Club				
	Art (5-county show & festival)				
Stipends	Outdoor Education	\$150			
	Choreographer Musical	\$300			
	LPDC Chairperson	\$850			
	LPDC Clerk/Recorder	\$525			
	LPDC Committee Member	\$415			
	Weight Room Supervisors				
		Summer	\$928		
		Fall	\$768		
		Winter	\$928		
		Spring	\$576		
		Head Teacher	\$500		
		In-Service Instructor	\$50		
		K-4 Room Stipend (reimbursement with receipts)	\$25		
	Literacy Coordinator	\$1,000			
Release Time	HS Athletic Director	Minimum one class period per day			
	JH Athletic Director	Minimum 45 minutes period per day			
	HS Assistant Athletic Director	Minimum 45 minutes period per day			
Extended Service	HS Guidance Counselor	20 days			
	JH Guidance Counselor	5 days			
	School Nurse	20 days			
	HS Athletic Director	3 days			
	JH Athletic Director	3 days			
	HS Assistant Athletic Director	3 days			
	JH Assistant Athletic Director	2 days			
	Media Specialist	10 days			

**LAKOTA LOCAL SCHOOL DISTRICT
SCHEDULE OF BENEFITS
Health Care Certificate – Plan I**

APPENDIX F

**SCHEDULE OF BENEFITS
Health Care Certificate – Plan II**

APPENDIX G

A schedule of benefits for Plan I and II will be forthcoming from the Treasurer's office upon receipt from the insurance provider.

DONATION OF SICK LEAVE

UNDER THE PROVISIONS OF THE MASTER AGREEMENT BETWEEN THE BOARD AND THE ASSOCIATION, THE LAKOTA LOCAL SCHOOLS BOARD OF EDUCATION AND THE LAKOTA LOCAL EDUCATION ASSOCIATION HAVE AGREED TO ESTABLISH A SICK LEAVE BANK.

THE PURPOSE OF THIS PROGRAM IS TO ALLOW INDIVIDUAL EMPLOYEES TO DONATE UP TO A MAXIMUM OF FIVE (5) DAYS OF THEIR ACCUMULATED SICK LEAVE TO AN INDIVIDUAL WHO HAS EXPERIENCED A PERSONAL CATASTROPHIC ILLNESS OR INJURY AND BEEN APPROVED BY THE SICK LEAVE BANK COMMITTEE.

GUIDELINES FOR DONATION OF SICK LEAVE

1. ANYONE MAKING A DONATION MUST HAVE ACCUMULATED AT LEAST FIFTY (50) DAYS OF SICK LEAVE.
2. SICK LEAVE WILL BE DEDUCTED FROM THE TOTAL ACCUMULATION OF THE DONOR.
3. DONORS MAY DONATE ANY NUMBER OF DAYS UP TO A TOTAL OF FIVE (5) DAYS TO THE SICK LEAVE BANK.
4. NAMES OF DONORS TO THE SICK LEAVE BANK WILL BE KEPT CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW.

I HAVE READ THE ABOVE INFORMATION AND AGREE TO DONATE _____ DAYS.

I CURRENTLY HAVE A TOTAL OF _____ DAYS OF ACCUMULATED SICK LEAVE.

DATE

NAME OF EMPLOYEE MAKING DONATION

SIGNATURE

THIS FORM SHOULD BE RETURNED TO THE TREASURER, LAKOTA LOCAL SCHOOLS.

SICK LEAVE BANK REQUEST FORM

EMPLOYEE'S NAME _____

I AM REQUESTING _____ NUMBER OF DAYS FROM THE SICK LEAVE BANK.

THE REASON I AM REQUESTING SICK LEAVE IS:

1. I UNDERSTAND THAT MY REQUEST WILL BE CONSIDERED AND GRANTED ONLY IF THERE ARE DAYS DONATED BY FELLOW EMPLOYEES TO THE SICK LEAVE BANK.
2. I UNDERSTAND THAT THE NUMBER OF DAYS GRANTED CANNOT EXCEED THE NUMBER OF DAYS THAT HAVE BEEN DONATED.
3. I HAVE READ THE GUIDELINES FOR USE OF SICK LEAVE BANK IN THE MASTER AGREEMENT.
4. I UNDERSTAND THAT I AM ONLY ELIGIBLE TO USE THE SICK LEAVE BANK DURING MY CURRENT CONTRACT OR CURRENT SCHOOL YEAR.

I HAVE READ ALL OF THE ABOVE STATEMENTS AND AGREE TO ABIDE BY THE CONDITIONS.

DATE

NAME OF PERSON MAKING REQUEST
(NAME MAY BE WITHHELD ON DONATION
REQUEST FORM SUBMITTED TO OTHER
BARGAINING UNIT MEMBERS UPON REQUEST
OF PERSON MAKING REQUEST FOR SICK LEAVE
BANK. I ___ DO ___ DO NOT REQUEST THAT MY
NAME BE WITHHELD.)

DATE

APPROVED BY COMMITTEE

ONE COPY OF THIS FORM SHOULD BE RETURNED TO THE SUPERINTENDENT AND ONE COPY SHOULD BE SENT TO THE ASSOCIATION PRESIDENT.