13-MED-03-0180
2198-01
K30101
11/05/2013

Contract

Between

Lake Local
Education Association

And

Lake Local
Board of Education
(Certificated)

July 1, 2013
through and including
June 30, 2016

Comprehensive Collaborative Agreement
(July 1, 2013 - June 30, 2016)

TABLE OF CONTENTS

ARTICLE		PAGES
I	Recognition	1-5
II	Additional Period Assignment	5
III	Board Policy	5
IV	Certificates & Transcripts	5-6
V	Complaints	6
VI	Consolidation	7
VII	Drug Free Workplace	7
VIII	Grievance Procedure	7-12
IX	Hiring/Rehiring Retirees	13
X	Insurances	13-17
XI	Leaves	18-24
XII	Length of School Day	25
XIII	Length of School Year	25-26
XIV	LPDC	26-28
XV	Resident Educator	28-31
XVI	Payroll Deductions	31-33
XVII	Payroll Periods	33-34
XVIII	Playground Duty	34
XIX	Printing of Contract	34
XX	Professional Meetings	34-35
XXI	Professional Teaching Staff Rights	35
XXII	Reduction in Force	35-39
XXIII	Retirement	39
XXIV	Salary Schedule	40-51
XXV	Severance	51-52
XXVI	Standards for Teacher Evaluation	52-63
XXVII	STRS Salary Reduction	63-64
XXVIII	Teacher Contracts	64
XXIX	Transfers	65
XXX	Travel	65-66
XXXI	Tuition-Free Attendance	66
XXXII	Tuition Reimbursement	66-67
XXXIII	Tutors	67-68
XXXIV	Vacancies	68-69
XXXV	YMCA	69
XXXVI	Effects of the Contract	69-71

Comprehensive Collaborative Agreement 72-77

ARTICLE I - RECOGNITION, PROCEDURE AND ASSOCIATION RIGHTS

A. The Lake Local Board of Education, hereinafter "Employer" or "District" hereby recognizes the Lake Local Education Association/OEA/NEA-Local hereinafter the "Association" as the sole and exclusive representative for all certificated personnel employed by the District. Excluded from the unit are casual substitutes, the Athletic Director, the Music Director, the Drug Education Coordinator, any individual assigned solely to a private school, and those management, confidential and supervisory employees excluded under 4117 O.R.C.

The Board may not subcontract bargaining unit positions unless negotiations on the effects of the decisions have been bargained with the LLEA.

B. Scope of Bargaining: All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the parties.

C. Management Rights

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the school district organizational structure.

2. Direct, supervise, evaluate and hire employees;

3. Maintain and improve the efficiency and effectiveness of Board operations;

4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;

5. Suspend, terminate, layoff, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the school district, including the establishment of curriculum, special programs, athletic recreational, and social events for students;

8. Effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities and assignments of staff members;

9. Take action to carry out the mission of the school district.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Contract and Ohio statutes, and then only to the extent such specific express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and the laws of the United States.

The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right. Failure to fill any vacancy shall not be considered a change in terms and conditions of employment.

D. Association Rights

The Association shall be granted the following sole and exclusive organizational rights:

1. The use of faculty lounge bulletin boards, computers and inter-school communication boxes for communication to Association members and the use of school facilities in the same manner as other groups that request use of the facilities.

2. The Association shall receive State Foundation information, copy of annual budget and appropriate measures and receive a copy of Board meeting agendas. Other public information will be made available upon request in advance as per Board adopted cost of reproduction.

3. A duly authorized representative of the Association may speak at board meetings and representative(s) will be permitted to transact official Association business on school property provided the representative abides by the rules and regulations governing entry on school property and the transaction of official Association business does not interfere with or interrupt the ongoing instructional program.

4. Association Leave

   The Association shall be granted twelve (12) days with pay to be allocated by the Association to individual members in both certified and non-certified bargaining units, to conduct Association business.

   The LLEA President shall notify the Superintendent in advance.

5. The Association President shall be informed, prior to the start of school, of the names and assignments of all newly hired employees.

   Such notification will be done five (5) working days after board action during the school year.

E. Negotiations Procedures

1. A written request for the initiation of negotiations will be transmitted by the Association to the Superintendent by March 1 of the year in which the contract expires.

2. Each team shall be comprised of not more than six (6) members and either team shall have the right to caucus at any time during negotiations.

3. After receipt of the written request, the Superintendent or Superintendent's designee, and the President of the Association will meet to agree upon a date for negotiations which date shall be on or before the first day of April following the request for negotiations.

4. At the initial negotiations meeting, the parties will exchange proposals. No new items will be introduced after this time. All proposals shall be in contract language indicating that to which agreement is sought.

5. As negotiated items are agreed upon, they shall be reduced to writing and initials and dated by the chief negotiator of each party. Such initialing shall be construed as tentative agreement on the item, with the understanding that there is not final agreement on any item until there is final agreement on all items.

6. When both teams have reached agreement on the total package, the Association team will recommend and encourage ratification of the agreement by the bargaining unit. If the agreement is ratified, the Board team will recommend and encourage ratification by the Board at its next regular or special meeting which shall be within twenty (20) calendar days after ratification by the Association.

7. Meetings between the negotiating teams will be held at mutually agreeable times and places.

F. Dispute Resolution

1. If agreement is not reached within fifty (50) calendar days after the initial meeting, either party may request that the matter be submitted to a federal mediator from

the Federal Mediation and Conciliation Service, to mediate the differences between the parties. Mediation shall continue for not longer than twenty (20) calendar days. Mediation may be extended by mutual agreement of the parties.

2. The State Employment Relations Board shall have no authority to impose any other alternate dispute resolution procedure on the parties unless jointly agreed to by LLEA and the Board. If SERB attempts to assert jurisdiction, the parties shall jointly oppose such effort in common pleas court.

3. If this procedure does not result in an agreement, the Association has the right to strike provided it has given the ten (10) day notice required under 4117.14 (D) (2).

ARTICLE II - ADDITIONAL PERIOD ASSIGNMENT

A. A diligent effort will be made to secure substitutes when Art, Physical Education, and/or Music teachers are absent. If a substitute cannot be obtained, then the teacher who takes the class will be paid $20.00 per hour in 10 minute increments, with a minimum payment of $15.00.

B. When a teacher other than Art, Physical Education, or Music is absent and a diligent effort has been made to secure substitutes, teachers may be assigned to take the class. The teacher who takes the class will be paid $20.00 per hour in 10 minute increments, with a minimum payment of $15.00.

ARTICLE III - BOARD POLICY

A current copy of the Board Policy Manual shall be kept in each building and shall be readily accessible to any teacher. The manual will be kept up to date.

ARTICLE IV - CERTIFICATES AND TRANSCRIPTS

A. Copies of all current certificates/licenses shall be on file with the Superintendent, and it is the teacher's responsibility to advise the Superintendent of any change in his/her certification.

B. Transcripts for new teachers must be on file before teachers can be paid. Any teacher receiving additional training and/or earning credit that would place him/her on another salary bracket must present satisfactory evidence of the completion of such additional training to the Superintendent by the 30th day of September in order to receive an increase in pay for the current year. The pay increase shall begin no later than the second pay in November. For the second semester, satisfactory evidence of the completion of such additional training must be given to the Superintendent by January 31st. The pay increase for the second semester shall begin no later than the first pay in March.

In order for a teacher to be eligible for a continuing contract, the teacher must notify the Superintendent's Office of his/her eligibility by October 1 and the appropriate certificate/license must be on file by March 1 of the year in which the board must act. The Superintendent may waive the requirements of this paragraph.

C. Satisfactory evidence shall mean an official transcript bearing the seal of the college or university or an official letter bearing (a) title of course, (b) exact number of semester or quarter hours earned, (c) signature of authorized college representative, (d) official seal of college and/or university. In addition to the official letter, the teacher must present evidence that the official transcript has been requested. An official letter is only temporary evidence and shall not be satisfactory after November 30 after which pay will be withheld until the official transcript is received.

ARTICLE V - COMPLAINTS

A. Any complaint, including the use of teaching materials, deemed by any administrator to justify investigation and/or subsequent action of any nature shall be brought to the attention of the staff member involved. The person(s) shall be identified and the teacher shall be afforded the opportunity to answer or rebut such complaint. Complaints of this nature may be recorded for the record. Any other complaints will not be made part of the record and will be discarded.

B. The complaint will be conveyed to the staff member within three (3) working days.

ARTICLE VI - CONSOLIDATION

The parties of this Contract agree that the effects of any consolidation, merger, transfer, or creation of a new district involving all or part of the current Lake Local School District shall be a mandatory subject of bargaining between the Association and the Board or its successor.

ARTICLE VII - DRUG FREE WORKPLACE

A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

B. The conviction, guilty, or no contest plea of an employee for possession and/or use and/or unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE VIII - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a complaint involving the violation, misinterpretation or misapplication of the negotiated agreement.

2. All days shall mean calendar days excluding Sundays and legal holidays unless a change is mutually agreed to. The number of days indicated at each level shall be considered a maximum and shall be adhered to in expediting the procedure.

3. The term "teacher" when used in this document shall refer to an individual or group of individuals who are members of the bargaining unit represented by the Association.

4. A grievant is the person or group having the grievance.

5. All grievances shall be filed at the "first possible level". The first possible level is that level at which the administrator has the authority to grant the grievance.

B. Rights of the Grievant and the Association

1. The grievant may be represented by the Association or its affiliates or by counsel. When a grievant is not represented by the Association, the Association shall have the right to be present and to state its views.

2. The President of the Association shall receive prior notice of each meeting held to resolve a grievance. Decisions rendered at each formal level will be made in writing on the forms hereto attached setting forth the decisions and the reasons therefore, and will be transmitted to the grievant and the President of the Association.

3. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment; nor shall the grievant, the Association or its officers or employees of the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

4. Before a grievance is taken to arbitration, the Association has the option to withdraw its support and the grievance stops.

5. Individuals are encouraged to discuss alleged contract violations informally with their immediate supervisor as a means of possibly resolving the grievance.

C. Procedure

1. Level One - Within twenty (20) days of the time the grievant becomes aware or should have become aware of the alleged grievance, the grievant will present the grievance to the Superintendent. It shall be in writing on the form provided.

a. The "Statement of Grievance" shall name the grievant involved, if a group, all persons in the group, if known, shall state the facts giving rise to the grievance, cite the specific contract sections violated, give the date of the alleged grievance, and shall indicate the specific relief requested.

b. No later than five (5) days after receiving the Statement of Grievance, the Superintendent or designee shall investigate the grievance and institute a hearing at a time, place and date acceptable to all parties involved within the five (5) day period.

c. The Superintendent or designee shall give the grievant and all parties involved an answer in writing on the forms provided no later than five (5) days after such meeting.

2. Level Two

If the grievant is not satisfied with the disposition at Level One, the grievant may with the permission of the Association and within (10) days of the receipt of the written decision at Level One request that the grievance be referred to a disinterested third party for arbitration. Such request shall be in writing on the forms provided. No later than ten (10) days after such notice is given, representatives of the Board and of the Association shall meet to select the third party. If unable to agree, a letter shall be sent within ten (10) days to the American Arbitration Association requesting a list of arbitrators. Selection shall then be made by rank ordering from a panel of nine (9) names prepared and submitted by the AAA in accordance with its rules and regulations. The person so selected shall hold the necessary hearings promptly and issue his findings and recommendations in writing. The Arbitrator shall not have the authority to add to, delete from, or go beyond the terms of this agreement. The decision of the arbitrator shall be final and binding. The cost for the services of the arbitrator shall be borne equally by the Board and the Lake Local Education Association.

D. Miscellaneous

1. Any grievance not advanced from one level to the next within the time limits of that level shall be deemed withdrawn.

2. A grievance may be withdrawn at any step without prejudice.

3. Issues relating to the timeliness of the filing or the advancement of a grievance shall be presented exclusively to the arbitrator.

GRIEVANCE PROCEDURE FORM

GRIEVANT: _____

_____

ADDRESS: _____

_____

PHONE: _____

DATE GRIEVANT BECAME AWARE OF
ALLEGED GRIEVANCE: _____

PERSON OR PERSONS TO WHOM GRIEVANCE
IS DIRECTED: _____

_____

INITIATED ON LEVEL: _____

STATEMENT OF GRIEVANCE:

_____

_____

_____

_____

REMEDY SOUGHT: _____

_____

_____

_____

GRIEVANCE DECISIONS

Level I, II Decisions:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signature: _____
(Administrative Rep.)

Date: _____

ARTICLE IX – HIRING / REHIRING OF RETIREES

The Board may, in its sole discretion, choose to hire / rehire individuals who have retired with any public retirement system. If such individuals are hired / rehired, the following terms and conditions shall govern:

1. The individual shall be issued one year limited contracts which shall automatically expire and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.

2. Neither 3319.11 ORC, 3319.111, nor provisions of the collective bargaining agreement regarding non-renewal shall apply.

3. The Board, at its sole discretion, may offer insurance benefits.

4. The individual will be placed at least on a salary step and column as if a new hire under Ohio law.

5. The following Articles/ORC shall not apply:

Article XXII	Reduction in Force and/or 3319.17 ORC
Article XXV	Severance Pay
Article XXVI	Standards for Teacher Evaluation
Article XXVIII	Teacher Contracts
Article XXIX	Transfer
Article XXXIV	Vacancies

6. No more than 15% of the teaching staff may be rehired retirees.

ARTICLE X - INSURANCES

Part-time employees will be provided insurance coverage, with the Board paying only the percent of the premium(s) equivalent to the percent of time the individual is employed by the Board. After July 1, 1995, an individual must be employed at least twenty-five (25) hours per week in order to participate in the group health insurance programs.

Employees may not be paid in lieu of insurance benefits.

In order to participate in the Hospitalization, Major Medical, and Dental plans, any employee newly hired beginning with the 1985-86 school year shall pay a one-time, non-refundable enrollment fee of $100.00 payable to the Treasurer of the District.

Medical

A. The Board will pay 85% of the premium and the employee will pay 15% for full-time employees.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: $1,000

F. Diabetic Management Program: will be part of all PPO programs

G. Early Retirement Incentive

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

H. Specifications – PPO:

- Maximum Benefits	Unlimited
- Deductible	$100/individual $200/family
- Accumulation Period	Calendar Year

- Co-Insurance Provision In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of $500 per individual or $1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

  Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of $1,000 per individual or $2,000 for two or more family members.

Preventive: Routine Pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet.

Dependent Coverage: Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue department guidelines.

Pre-Admission Certification: Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars ($200) of room and board charges.

The admission procedure must be followed by emergency care within forty-eight (48) hours after the emergency.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $50,000 for each certificated employee working at least 50% or more of the teaching day.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

Plan Description (summary only):

1. Maximum Benefits/covered person
   Class I, II or III $2,500/person per year

2. Deductible - Ind. $25 per year

3. Deductible - Family $75 per year

4. Co-Insurance Amounts:

a.	Class I - Prevention	100% of Usual & Customary (No Deductible)
b.	Class II - Basic	80 % of Usual & Customary
c.	Class III - Major	80% of Usual & Customary
d.	Class IV - Orthodontia	60% of Usual & Customary
	Lifetime maximum for Orthodontia	$1,200/per individual

Section 125 – Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under IRS Section 125.

ARTICLE XI - LEAVES

A. Assault Leave

1. An employee who is physically disabled to the extent that his/her job responsibilities may not be performed as a result of a physical attack by a student or other person, and which occurs as a result of the employee's performance of his/her duties, shall be paid for days lost during the period of such disabilities up to a maximum of 100 school days. Any earnings paid to an employee under authorized assault leave shall be in lieu of lost time benefits paid under Workers' Compensation. Days used for assault leave will be granted with full pay and benefits and will not be charged against sick leave or personal leave.

   a) "Physical Attack" - The intentional and unlawful touching of the employee of the Board of Education so as to cause actual physical disability of actual physical injury due to a threat with a deadly weapon. "Physical attack" does not include the intentional or negligent infliction of emotional harm to an employee of the Board of Education.

   b) "Physically Disabled" - The substantial and material impairment of the employee's ability to perform any substantial part of his/her ordinary duties. "Physically Disabled" does not include mental impairment of the employee's ability to perform his/her ordinary duties.

2. A teacher claiming assault leave must furnish a signed written statement setting forth the circumstances upon which the incident occurred within forty-eight (48) hours, or as soon thereafter as the employee's physical condition permits.

3. The teacher must provide a statement from his/her physician that the teacher is, in fact, unable to report for work. In all cases, the Board of Education shall retain the right to have a second medical opinion, and the cost of the second medical opinion will be assumed by the Board of Education.

4. The employee shall take all steps necessary to file criminal charges against the alleged assailant. Failure to do this waives the employee's right to assault leave.

   All time necessary to pursue criminal charges shall be with full pay and benefits and not charged to assault leave or any other leave.

B. Child Care

1. Child care leave is an unpaid leave of absence requested by an employee for the express purpose of caring for a minor dependent son or daughter for one or more of the following reasons:

   a) Recent birth, adoption or initial placement of a foster child of an infant (under five years of age) necessitating full-time parental care away from the place of employment.

   b) Onset or continuation of a condition which is life-threatening to a minor dependent son or daughter of the staff member.

   c) Development of a chronic but non-fatal condition in the minor dependent child of the staff member which temporarily necessitates treatment or care of that child in another area of the country which is a great distance from the place of employment of the staff member.

   Section b) and c) above will require verification by a licensed physician.

2. Child care leave shall be granted upon request of the staff member for any of the above reasons for a period of time not to exceed the remaining days of the present semester.

C. Extended Child Care

1. If additional child care leave is deemed necessary by the staff member, the staff member may request in writing to the local Superintendent, and shall receive from the Board of Education extended child care leave for a

period not to exceed two semesters. The request for at least the first of the two semesters of extended child care leave must be made at the same time as the request for child care leave.

2. The staff member may request one semester or two semesters of extended child care leave.

   a) In the event the one semester of extended child care leave requested is for the first semester of a school year, the staff member must apply in writing for the second of the two semesters of extended child care leave at least forty-five (45) calendar days prior to the commencement of the second semester.

   b) In the event the one semester of extended child care leave requested is for the second semester of a school year, the staff member must apply in writing by July 10th for the additional semester of extended child care leave.

3. Once the extended child care leave has been approved by the Board, the leave may not be terminated except as follows:

   a) If for medical reasons the circumstances change so that the reason given for requesting the leave is no longer applicable, the teacher has the right to terminate the extended child care leave upon thirty (30) days written notice to the Board.

   b) If for financial reasons the teacher deems it necessary to terminate the extended child care leave, the teacher may do so on thirty (30) days written notice to the Board and such leave shall be terminated if the same position or a similar position for which the teacher holds a valid unexpired certification is available.

   c) Such other reasons as the Board may determine.

4. Upon return from child care leave, the staff member may be reinstated to a position for which certification is held.

5. Upon returning from extended child care leave, the staff member shall be reinstated to a position for which certification is held.

6. Employee on child care leave or extended child care leave where the group insurance policy permits, a staff member may continue to participate in those benefits which were provided to other teachers by personal payment of the group rate for such benefits in such a manner as required by the Treasurer.

7. To be eligible for child care or extended child care leave, the teacher must have been employed in a certificated position by the Board of Education for 186 school days.

D. Family Medical Leave

1. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA and the approval of any such leave under this Article will serve as district notification of FMLA act enforcement with both leaves commencing simultaneously.

2. Upon approval of the Superintendent and the Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.

3. The Board shall provide a copy of the policy on FMLA in the library of each building.

E. Special Leave

1. Each member of the bargaining unit shall be entitled to three (3) days unrestricted special leave each school year.

2. It is agreed that special leave days shall not be used for seeking or engaging in gainful employment, nor travel associated with this activity.

3. No later than forty-eight (48) hours prior to taking special leave, the member shall announce his intent to the building principal or immediate supervisor on the form provided for special leave. In the event of an emergency, the 48-hour requirement shall be waived. Notice of intended absence shall be given to the appropriate administrator as early as possible.

4. No special leave shall be granted during the first or last week of a school semester or the day before or after a holiday (except that leave may be taken for graduation, wedding or bar mitzvah of the immediate family as defined under sick leave), on parent-teacher conference days, convocation day, or required inservice education days and no more than five (5) staff members can be out of a given building on the same day. However, the Superintendent may waive any of the restrictions of this Article.

5. Any falsification or misuse of the special leave request or special leave shall result in an unpaid suspension for thirty (30) work days. A second falsification or misuse shall constitute good and just cause for the termination of employment.

6. The Superintendent may grant additional days other than those provided herein. Such days shall not be deducted from the members contractual number of days accumulated.

7. If an employee does not use any personal leave during a school year (July 1 - June 30) the employee shall receive a lump sum payment of one hundred dollars ($100.00). If an employee has unused personal leave of less than three days, the employee shall receive a lump sum payment of twenty-five ($25.00) dollars per unused day. In lieu of payment for unused days, the employee may elect to transfer all or part of the unused days to sick leave up to the maximum sick leave accumulation.

INTENT TO USE SPECIAL LEAVE (FORM)

I shall be absent on: _____

For reason(s) which I certify to be in accordance with the Special Leave Program of the currently effective Negotiated Agreement.

_____ _____
(Signature of Employee) (Date)

_____ _____
(Received by Superintendent) (Date)

F. Sick Leave

1. Sick leave shall be granted to all full-time school personnel on the basis of one and one-fourth days per month of employment. Teachers shall be entitled to accumulate fifteen (15) days sick leave per year. Part-time employees shall be granted a prorated amount of sick leave proportioned to the amount of time employed each day. Unused sick leave is accumulative to a maximum of three hundred forty (340) days.

2. A teacher who transfers from one public agency to another shall be credited with the unused balance of their accumulative sick leave up to a maximum permitted in the public agency to which the employee transfers. Only sick leave earned in Ohio in state, municipal, county or school can be accumulated.

3. Employees may use sick leave for absence due to illness, injuries, exposure to contagious disease, pregnancy and illness or death in the employee's immediate family. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted (O.R.C. 3319.141). Immediate family shall be defined as son, daughter, stepson, stepdaughter, husband, wife, mother, father, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, mother-in-law, father-in-law, legal guardian, or other blood relatives residing in the same household with the employee. The Superintendent may grant sick leave for individuals not listed under the definition of "immediate family".

4. Up to three days of sick leave shall be granted for attending the funeral of any other deceased if approved by the local Superintendent in advance.

G. Unpaid Leave - The Superintendent may grant unpaid leaves other than those specified in this Article. However, all unpaid leave (unless for health reasons) may be granted only under the condition that the employee sign an individual waiver agreeing not to seek retirement system contributions from the Board for such leave period.

ARTICLE XII - LENGTH OF SCHOOL DAY

A. The defined school (work) day for members of the bargaining unit shall not exceed seven hours and thirty minutes except for meet-the-teacher night and parent conferences. Faculty meetings and in-service shall be limited to no more than a total of two (2) per month for no longer than forty-five (45) minutes or one per month for no longer than ninety (90) minutes from the start of the meeting except in emergencies.

B. In the event of an emergency a teacher may leave up to thirty (30) minutes early with permission of the building principal.

C. On a case by case basis, in an equitable manner, the Superintendent may give teachers flexibility on parent-teacher conference scheduling.

D. Any guidance counselor that is teaching a class/classes shall be provided planning time in the amount of fifteen (15) minutes per day.

ARTICLE XIII - LENGTH OF SCHOOL YEAR

A. The length of the teacher work year shall be 186 days. In the event the number of workdays in the school year is increased from 186 days, the rate of pay shall be adjusted on a per-day basis (1/186) of basic contract salary excluding supplemental pay. This is not to preclude the Board's prerogative to make such change.

Three and one-half (3 1/2) days may be used for in-service and one and one-half (1 1/2) days shall be used as teacher work days without students.

B. If an employee is on a paid leave on a day declared to be a calamity day, the employee shall be treated as any other employee who had not submitted a leave request.

C. In the event that state mandate requires that calamity days must be made up outside the regularly scheduled school calendar, staff will be required to make these days up without additional salary.

D. The Association shall have input into formulating the school calendar.

E. The Superintendent may, at the request of the Labor-Management Committee, adjust the school calendar by grade level for teacher work days.

F. Prior to a recommendation being made to the Board, the school calendar shall be discussed with the Labor-Management Committee.

G. Bargaining unit members may be required to attend up to twenty (20) hours of in-service meetings per year, in addition to the current 186 day contract year, under the following conditions:

1. The dates for the in-service meetings shall be agreed upon by Labor-Management Committee.

2. The rate of pay shall be $30 per hour with a minimum of $100 per in-service meeting. New employees may be required to attend up to 80 hours of in-service under the provisions of this paragraph.

ARTICLE XIV - LPDC

A. A Local Professional Development Committee ("LPDC") shall be established for the purpose of determining whether the coursework taken by any teacher meets the requirements of State Board of Education standards for license renewal/certificates.

B. The terms of office for members serving on the Committee shall be three (3) years. The initial terms of the teacher members shall be three members appointed for terms of three years and two members appointed for a term of two years. Initial terms of administrators shall be one member appointed for a term of three years and two members appointed for a term of two years.

In any vote/decision/appeal affecting a license, certification or professional development plan of an Administrator, only two of the five teacher members of the LPDC may vote/decide.

C. Committee Composition and Selection:

1. There shall be one Committee comprised of eight (8) members as follows:

   Five (5) Classroom Teachers
   Three (3) Administrators

2. The five (5) teacher members shall be selected by the Association. The administrators shall be appointed by the Superintendent.

3. If any vacancies occur in any of the positions selected by the Association, the Association shall be responsible for selecting teachers to fill the vacancies.

4. The Chairperson shall be determined by a majority vote of the Committee members.

D. A quorum shall consist of a majority of the members of the Committee and shall be required to take action. Decisions shall be made by a majority vote of the Committee members present.

The LPDC shall meet as it deems necessary to complete its work. Minutes of meetings and records of actions and proceedings of the LPDC shall be prepared and maintained.

E. Members of the LPDC shall be required to attend training on the purpose, responsibilities, functioning and legal requirements of LPDC's.

F. Teachers serving on the LPDC shall be paid a stipend. In the first year only, up to an additional fifteen (15) hours of training at $30.00 per hour shall be provided.

G. Each LPDC member may be released without penalty during the regular school day to attend regularly scheduled meetings. Such release time shall be arranged by the Superintendent.

H. <u>Reciprocity</u>

The Lake Local School District's LPDC may accept outside district-approved IPDP's for any educator hired by the Lake Local Board of Education from another district.

I. Appeals Process

The LPDC shall develop an appeals process. All teachers shall receive a written copy of the process.

J. The LPDC shall not have any authority to revise, change, delete, or modify any article or section of the Negotiated Agreement. Nor shall any action of the LPDC bind the Lake Local School District in any manner except as modified by this Article.

K. The parties agree to negotiate mid term on the issues of Local Professional Development Committees (LPDC) that are not covered by law.

ARTICLE XV – RESIDENT EDUCATOR

A. Definitions

For the purpose of this agreement, the pertinent terms shall be defined as follows:

1. "Mentor" - A member of the bargaining unit providing professional support to an individual in the first year of employment as a classroom teacher.

2. "Resident Educator" - A member of the bargaining unit in the first four years of employment as a classroom teacher.

B. Program Development

A committee comprised of three (3) teachers and three (3) administrators mutually agreed upon by the Superintendent and the President of the LLEA shall meet to develop the Resident Educator Program. The committee shall recommend a Resident Educator Program that is consistent with the Collective Bargaining Agreement to the Superintendent for Board adoption.

Teacher committee members will be provided release time for committee work completed during the normal school day and/or payment for extended time.

C. Selection Process and Criteria for Mentor Teachers

The Committee will develop an application form that provides for self-nomination as well as nomination by others. To be considered, applicants must meet selection criteria.

Criteria for Selection:

1. The applicant/nominee must have teaching experience in the district with a preference for a minimum of five years.

2. Demonstration of above average teaching performance.

3. The applicant/nominee must hold a valid teaching certificate and be teaching in the same area of certification as the Resident Educator teacher and in the same building. If such an applicant/nominee is not available or not acceptable, this criteria will be waived.

4. Demonstrated ability to work cooperatively and effectively with the professional staff members.

5. Results of an interview.

6. Extensive knowledge of a variety of classroom management and instructional techniques.

7. Ability to maintain confidentiality.

Selection:

The Superintendent will select the mentor(s) after reviewing his selection with the Committee.

D. Responsibilities

The Mentor Teacher, in concert with the Resident Educator, shall develop a plan of professional support for the Resident Educator teacher according to the Resident Educator Program. Such plan shall focus on skill enhancement.

Each Resident Educator shall be given an initial orientation on the following matters by the mentor and building principal:

1. The pupils and community to be served;

2. School policies, procedures and routines, and copies of the Collective Bargaining Agreement between the Association and the Board of Education;

3. Courses of study, competency-based education programs, and responsibilities for lesson plans;

4. The layout and facilities of the assigned school building or buildings; and

5. The nature of the Resident Educator Program which will be provided.

E. Mentor Training

Mentors shall be provided with the following:

1. An orientation to mentoring responsibilities;

2. Training in knowledge and skills necessary to perform mentoring responsibilities; and

3. Opportunities to consult with and otherwise assist the assigned Resident Educator person or persons.

F. Restrictions

1. A program of professional support mutually developed by the mentor teacher and Resident Educator teacher shall not be developed or utilized as part of the Resident Educator's evaluation.

2. No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator teacher or be requested or directed to make any recommendation regarding the continued employment of a Resident Educator teacher or in any way provide evidence against any bargaining unit member.

3. Mentor teachers shall perform their duties in a confidential and professional manner.

4. All evaluations of the Resident Educator and mentor shall be made by the appropriate administrator as per the negotiated contract with the LLEA.

G. Compensation

The mentor teacher shall be compensated in the following manner:

1. The mentor teacher shall be provided release time (exclusive of planning time) from teaching responsibilities to perform mentor duties and/or

2. Have extended time for hours beyond the normal school year and day as agreed to by the mentor and building principal. Extended time shall be compensated according to the supplemental salary schedule contained herein.

H. Miscellaneous

The Board may fulfill its legal requirement for a mentor program outside this agreement provided no members of the bargaining unit are used as mentors.

I. New Teacher Bonus

The Board shall pay a one-time lump sum of $500 to a new teacher who is re-employed after two years. Such bonus shall be paid in the first pay in October of the third year of employment.

ARTICLE XVI - PAYROLL DEDUCTIONS

The Board shall provide at no cost to members of the instructional staff payroll deductions as stated in the subsections of this Agreement.

A. Professional Dues - Payroll deductions for professional dues will be made upon certification to the Treasurer prior to October 15th. Payroll deduction will then commence with the first pay in November and continue to be deducted from each pay through the second pay in the month of June for each year. The Treasurer of the Board of Education shall remit to the Association Treasurer those dues collected for that pay period as

soon as possible and the Board of Education shall have no further responsibility or obligation in this matter.

B. Annuities - Annuities programs will be authorized by the Board when the necessary conditions of the annuities fund have been met.

Such deductions shall continue from month to month, year to year, until employment terminates or the said teacher gives written notice to the Treasurer of the Board requesting such payments to be discontinued. Changes can be made at the beginning of each semester.

The Board shall make payroll deductions for tax-sheltered annuities in accordance with O.R.C. sections 9.90 and 9.91 if so authorized by the employee in writing. If annuity deductions are authorized the employee shall have the sole responsibility for ensuring that the amounts deducted do not exceed the limits imposed by the Internal Revenue Code.

In order to have payroll deductions of annuities, the bargaining unit member must execute a release which holds the Board harmless for any and all errors arising out of such annuity deductions which are made in accordance with instructions given by the member.

C. Credit Union - The Board shall provide payroll deductions for teachers requesting same for deposits or loan payments to the Stark County Federal School Employees' Credit Union. Teachers may sign up or change the deposits or payments once every two (2) months beginning with September of each year. The specified amount shall be forwarded to the Credit Union immediately after each pay from which it is deducted. In the event a new loan is secured, the change may occur at any time.

D. Insurance - Payroll deductions will be made for any share of insurance or hospitalization the employee must pay.

E. City and/or School District Income Tax - City and/or School District Income Tax will be made at a rate set by the employee's municipality and/or school district and divided equally over twenty-six pays beginning 1-1-79. Responsibility for initiating this procedure lies with the employee.

F. Any change in salary status must be forwarded to the Treasurer in writing within the period of seven (7) days of change.

G. STRS Deduction for Purchase of Service Credit:

Any member of the bargaining unit who desires payroll deduction for the purchasing of credit for STRS may do so with pre-tax dollars in accordance with rules and regulations established by STRS.

H. The Fund for Children in Public Education to be deducted on a calendar year basis over 24 bi-weekly pays with a minimum bi-weekly deduction of $1.00 in additional increments of $1.00. Deductions will be effective in January 2009 and must be renewed annually thereafter. All deduction will be coordinated by the LLEA Treasurer and may be terminated at any time by the LLEA Treasurer based on written notification by the employee.

I. Employees may elect to have paychecks deposited directly into the financial institution(s) of their choice by electronic transfer, on or before the date of payday, if such financial institution(s) has that option available.

Employees may sign up or change electronic transfer at the beginning of each semester starting with September of each year unless extenuating circumstances necessitate a change. Direct deposit will stay in effect for that employee until written request to drop the program is made to the Treasurer. Each employee will be provided a paycheck stub or its equivalent.

ARTICLE XVII - PAYROLL PERIODS

A. The contract amount is divided in twenty-six equal bi-weekly payments. First pay period at the beginning of each school year will not be until the end of the second week after the beginning of school. When paydays occur during a holiday, payroll checks will be distributed on the last working day prior to such holiday provided the last working day is within two (2) days of payday.

B. During the term of this Contract, the Board may delay the last pay in June until July 1. If implemented, the procedure and any modifications shall be agreed upon by the Association President and Superintendent.

C. If a member of the bargaining unit leaves the employee of the board through non-renewal, resignation or retirement, health benefits for July and August shall be prorated based on a percentage derived from the number of days worked versus 186 days.

ARTICLE XVIII - PLAYGROUND DUTY

A. Two aides will be assigned for each regularly scheduled recess. No teacher shall be required to perform playground duty except in an emergency. Emergency does not include absence of aides which requires a substitute.

B. The scheduling of recess shall be subject to the decision and/or approval of the Administration.

ARTICLE XIX - PRINTING OF CONTRACT

Within thirty (30) days after this contract is signed, two-hundred-fifty (250) pocket-size copies of this contract shall be reproduced with the costs to be shared equally by the parties. The Board shall distribute copies to the Board members and school administrators, and the LLEA shall distribute one copy to each teacher.

ARTICLE XX - PROFESSIONAL MEETINGS

A. Upon approval by the Superintendent and within the appropriations, attendance at professional meetings which would cover the teacher's teaching field and/or contribute to the educational program will be granted without loss of pay and the teacher will be reimbursed for the expenses involved up to a maximum of five hundred ($500) dollars a year to cover mileage based on the current IRS rate, meals ($30 maximum per day), room (one-half the double occupancy rate when possible), and registration fee for the meeting, upon presentation of vouchers.

Staff having requests rejected in the previous year because of appropriations will be given first opportunity the following year.

B. Attendance will be limited to two (2) such meetings per school year for any one teacher. Total absence for all professional

meetings shall not exceed more than two (2) school days. Any fractional part of a school day shall be considered a full day.

C. It will be expected of the teacher to submit three (3) copies to the Superintendent of a summary of the professional meeting. The teacher may also be expected to make an oral report to faculty of the building in which he/she is assigned or review with the specific subject matter department assigned the data gathered from such meeting.

D. Requests for attendance at professional meetings must be submitted on proper form to the Superintendent no later than ten (10) working days before the regular monthly Board meeting. The objective of the meeting shall be stated on the request form. It will be the discretion of the Superintendent as to the number of staff members permitted to attend any one meeting.

E. Meetings required of certain staff members at Stark County Office will, upon submission of mileage, be reimbursed at the current IRS rate. Mileage logs are to be submitted by the first working day of the next month.

F. The Superintendent will, when viewed as of value to the school system, send selected staff members to meetings of importance. The allowances and time restrictions previously listed in Article XX will not restrict the allowances set forth in this section.

ARTICLE XXI - PROFESSIONAL TEACHING STAFF RIGHTS

In the event there is possible existence of an explosive device, certified staff will only be used on a volunteer basis for duties connected with the search of buildings and grounds.

Teachers will be charged for long distance calls which are of a personal nature and should keep all local calls of a personal nature to a minimum.

ARTICLE XXII - REDUCTION IN FORCE

A. The Board may institute a reduction in force (RIF) for decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of school or territorial changes affecting the district, financial reasons, staff reorganization, or curriculum changes. The RIF will be applied

to the entire position held by an individual at the time of the RIF, although the Board may thereafter recall any individual to part of the position previously held (that is, less than full-time) or to part of some other vacant position for which the individual is certified. However, any individual recalled to a part-time position shall remain on the recall list for a full-time position.

The Superintendent is authorized to make the staff adjustments in the areas in which he/she deems best for the programs of the Lake Local School District using the layoff procedures contained in this Article.

First, the Board shall accomplish any necessary reduction in staff through attrition.

The Superintendent will not use the RIF in a punitive manner.

B. The definition of "decrease in enrollment" contained in O.R.C. 3319.17 and references in this Article shall be defined as follows:

1. For the 2012-13 school year, the decline in enrollment will be the difference between the enrollment in 2012-2013 and that during the 2007-2008 school year (using the October ADM Reports):

2007-2008 Five years ago	3611
2008-2009 Enrollment Decline	3630
2009-2010 Enrollment Decline	3606
2010-2011 Enrollment Increase	3635
2011-2012 Enrollment Decline	3547
2012-2013 Enrollment Decline	3534

3611 - 3534 = 77 decrease

2. The number of individuals exposed to RIF will be the number of decrease divided by 25 which equals 3 for the 2013-2014 year.

Examples for the future:

3. 0 (decrease of 81 ÷ 25 = 3 in
+3 13-14 over 12-13)
3 New RIF exposure for 2013-2014

4. 3 (decrease of 152 ÷ 25 = 6 in
+6 14-15 over 13-14)
9 New RIF exposure for 2014-2015

5. 9 (increase of 25 ÷ 25 = 1 in
-1 15-16 over 14-15)
8 New RIF exposure for 2015-2016

6. The 8 will be decreased by the number of any reductions in force that actually occur each year.

C. The Superintendent shall announce when a RIF is necessary; certification on file in the central office on the date the RIF is announced shall be the basis for suspending contracts as stated below:

Seniority, if used, shall be defined as length of continuous service, including approved leaves of absence, if any, which shall not break seniority, nor shall they count toward seniority, from the date of employment in Lake Local Schools. Should a tie occur in determining seniority, the tie shall be broken by the date of official Board action taken with respect to employment and then by the actual days worked including professional leave days.

D. It is the bargaining unit member's responsibility to see that all of his/her certificates are in his/her personnel file in the central office.

E. The Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. (ORC 3319.17)

Evaluations shall be deemed as comparable for Accomplished, Proficient and Developing teachers.

Seniority shall never be used for Ineffective teachers.

When a RIF becomes necessary, displacement ("bumping") shall occur as follows for Accomplished, Proficient and Developing teachers:

Reductions shall be made so that the individuals having the least seniority will be the first to be suspended.

F. An individual whose job is to be eliminated shall be notified by email.

G. The Superintendent or his/her designee shall provide the Association President with a "seniority list" at least thirty (30) days prior to the implementation of a reduction in force. This list shall be prepared in the following manner:

All individuals shall be listed by:

a. Contract status (i.e., limited or continuing)

b. Years of experience (seniority) in Lake Local

c. All areas of certification on file with the District

H. An individual, holding a continuing contract, whose name appears on the RIF list shall be offered reemployment when a position becomes available for which he or she is certified. Such individuals shall be recalled in descending order of seniority.

The teachers whose continuing contracts are suspended by the Board shall have the right of restoration to continuing service status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district. (ORC 3319.17)

No new individuals shall be employed by the Board while there are continuing contract individuals on the RIF list who are certificated for any opening of a teaching position. Nothing

herein shall prevent the Board from reassigning existing staff to the subject areas of individuals on the recall list. (ORC 3319.17)

I. Individuals being recalled shall be notified by email and shall have ten (10) calendar days from the date of receipt to respond affirmatively in writing. It shall be the individual's responsibility to ensure that the District has an accurate email address.

J. If the individual fails to respond in writing in the affirmative upon recall, he/she shall be removed from the recall list, and the Board of Education shall have no further obligations to him/her.

K. Individuals on the recall list may continue to participate in the insurance programs upon payment to the Treasurer of the monthly premiums thirty (30) days in advance of the Board's premium due date(s).

L. The Labor Management Committee will be involved in initial discussions and discussions as they progress relating to any "staff reorganization" or "curriculum changes".

ARTICLE XXIII - RETIREMENT

Retirement Incentive

A one-time retirement bonus in the amount of $20,000 will be available to bargaining unit members who are first-time eligible to retire with STRS (first-time eligible is defined as sixty (60) years old with five (5) years credit, or fifty-five years old with twenty-five (25) years credit, or any age with thirty (30) years, which ever is later) when they retire directly from the district under STRS.

The teacher must provide an irrevocable notice of intent to retire under STRS. Such notice must be received by the Superintendent no later than April 1st prior to retirement. Payment shall be made the January following retirement.

ARTICLE XXIV - SALARY SCHEDULE

A. Salary:

2013-2014	Increase base 1% Normal movement, one index step
2014-2015	Increase base 1% Normal movement, one index step
2015-2016	Increase base 1% Normal movement, one index step

Movement shall also occur horizontally for additional education. $200 for any bargaining unit member who does not qualify for a step increase, payable no later than November 1st of each year.

$1,000 for a teacher who, as of September 1st of any year, holds either a Senior Professional License or Lead Professional License, which shall be paid no later than November 1st of each year.

Upon ratification of this agreement, bargaining unit members shall receive a one-time lump sum signing bonus of one hundred dollars ($100) which shall be paid no later than November 1, 2013.

REGULAR SALARY SCHEDULE

EFFECTIVE JULY 1, 2013 @ 1.0%

EXP	NON DEG	BA-BS	5 YRS 150+ SH	MA-MS OR HIGH	MA-MS +15	MA-MS +30
0		34,769	36,855	39,289	40,680	
		1.000	1.060	1.130	1.170	
1		36,160	38,246	41,028	42,418	
		1.040	1.100	1.180	1.220	
2		37,551	39,637	42,766	44,157	
		1.080	1.140	1.230	1.270	
3		38,942	41,028	44,505	45,895	
		1.120	1.180	1.280	1.320	
4		40,680	42,940	46,243	47,634	
		1.170	1.235	1.330	1.370	
5		42,418	44,852	48,329	49,720	
		1.220	1.290	1.390	1.430	
6		44,157	46,765	50,415	51,806	
		1.270	1.345	1.450	1.490	
7		45,895	48,677	52,502	53,892	
		1.320	1.400	1.510	1.550	
8		47,634	50,589	54,588	55,978	
		1.370	1.455	1.570	1.610	
9		49,372	52,502	56,674	58,065	
		1.420	1.510	1.630	1.670	
10		51,111	54,414	58,760	60,151	
		1.470	1.565	1.690	1.730	
11		52,849	56,326	60,846	62,237	62,932
		1.520	1.620	1.750	1.790	1.810
12		54,588	58,238	62,932	64,323	65,018
		1.570	1.675	1.810	1.850	1.870

EXP	NON DEG	BA-BS	5 YRS 150+ SH	MA-MS OR HIGH	MA-MS +15	MA-MS +30
13		56,326	60,151	65,018	66,409	67,105
		1.620	1.730	1.870	1.910	1.930
15	45,200	58,065	61,889	66,409	67,800	68,495
	1.300	1.670	1.780	1.910	1.950	1.970
18	46,591	59,455	63,280	67,800	69,191	69,886
	1.340	1.710	1.820	1.950	1.990	2.010
23	47,982	60,846	64,671	69,191	71,277	71,972
	1.380	1.750	1.860	1.990	2.050	2.070
27		62,237	66,062	70,582	72,668	73,363
		1.790	1.900	2.030	2.090	2.110
29		63,280	67,105	71,625	73,711	74,406
		1.820	1.930	2.060	2.120	2.140

REGULAR SALARY SCHEDULE
EFFECTIVE JULY 1, 2014 @ 1.0%

EXP	NON DEG	BA-BS	5 YRS 150+ SH	MA-MS OR HIGH	MA-MS +15	MA-MS +30
0		35,117	37,224	39,682	41,087	
		1.000	1.060	1.130	1.170	
1		36,522	38,629	41,438	42,843	
		1.040	1.100	1.180	1.220	
2		37,926	40,033	43,194	44,599	
		1.080	1.140	1.230	1.270	
3		39,331	41,438	44,950	46,354	
		1.120	1.180	1.280	1.320	
4		41,087	43,369	46,706	48,110	
		1.170	1.235	1.330	1.370	
5		42,843	45,301	48,813	50,217	
		1.220	1.290	1.390	1.430	

EXP	NON DEG	BA-BS	5 YRS 150+ SH	MA-MS OR HIGH	MA-MS +15	MA-MS +30
6		44,599	47,232	50,920	52,324	
		1.270	1.345	1.450	1.490	
7		46,354	49,164	53,027	54,431	
		1.320	1.400	1.510	1.550	
8		48,110	51,095	55,134	56,538	
		1.370	1.455	1.570	1.610	
9		49,866	53,027	57,241	58,645	
		1.420	1.510	1.630	1.670	
10		51,622	54,958	59,348	60,752	
		1.470	1.565	1.690	1.730	
11		53,378	56,889	61,455	62,859	63,562
		1.520	1.620	1.750	1.790	1.810
12		55,134	58,821	63,562	64,966	65,669
		1.570	1.675	1.810	1.850	1.870
13		56,889	60,752	65,669	67,073	67,776
		1.620	1.730	1.870	1.910	1.930
15	45,652	58,645	62,508	67,073	68,478	69,180
	1.300	1.670	1.780	1.910	1.950	1.970
18	47,057	60,050	63,913	68,478	69,883	70,585
	1.340	1.710	1.820	1.950	1.990	2.010
23	48,461	61,455	65,318	69,883	71,990	72,692
	1.380	1.750	1.860	1.990	2.050	2.070
27		62,859	66,722	71,287	73,394	74,097
		1.790	1.900	2.030	2.090	2.110
29		63,913	67,776	72,341	74,448	75,150
		1.820	1.930	2.060	2.120	2.140

REGULAR SALARY SCHEDULE
EFFECTIVE JULY 1, 2015 @ 1.0%

EXP	NON DEG	BA-BS	5 YRS 150+ SH	MA-MS OR HIGH	MA-MS +15	MA-MS +30
0		35,468	37,596	40,079	41,498	
		1.000	1.060	1.130	1.170	
1		36,887	39,015	41,852	43,271	
		1.040	1.100	1.180	1.220	
2		38,306	40,434	43,626	45,045	
		1.080	1.140	1.230	1.270	
3		39,724	41,852	45,399	46,818	
		1.120	1.180	1.280	1.320	
4		41,498	43,803	47,173	48,591	
		1.170	1.235	1.330	1.370	
5		43,271	45,754	49,301	50,719	
		1.220	1.290	1.390	1.430	
6		45,045	47,705	51,429	52,847	
		1.270	1.345	1.450	1.490	
7		46,818	49,655	53,557	54,976	
		1.320	1.400	1.510	1.550	
8		48,591	51,606	55,685	57,104	
		1.370	1.455	1.570	1.610	
9		50,365	53,557	57,813	59,232	
		1.420	1.510	1.630	1.670	
10		52,138	55,508	59,941	61,360	
		1.470	1.565	1.690	1.730	
11		53,912	57,458	62,069	63,488	64,197
		1.520	1.620	1.750	1.790	1.810
12		55,685	59,409	64,197	65,616	66,325
		1.570	1.675	1.810	1.850	1.870

EXP	NON DEG	BA-BS	5 YRS 150+ SH	MA-MS OR HIGH	MA-MS +15	MA-MS +30
13		57,458	61,360	66,325	67,744	68,453
		1.620	1.730	1.870	1.910	1.930
15	46,109	59,232	63,133	67,744	69,163	69,872
	1.300	1.670	1.780	1.910	1.950	1.970
18	47,527	60,650	64,552	69,163	70,582	71,291
	1.340	1.710	1.820	1.950	1.990	2.010
23	48,946	62,069	65,971	70,582	72,710	73,419
	1.380	1.750	1.860	1.990	2.050	2.070
27		63,488	67,389	72,000	74,128	74,838
		1.790	1.900	2.030	2.090	2.110
29		64,552	68,453	73,064	75,192	75,902
		1.820	1.930	2.060	2.120	2.140

Tutors hired for a non-tutoring positions: If a tutor is subsequently hired to fill a non-tutoring bargaining unit position, the individual will be given credit on the teachers' salary schedule for any years of experience that consists of at least one thousand (1,000) hours in any school year.

Tutors Salary: same percentage as teachers and no movement on the index steps for the life of the Agreement

B. Supplemental Salary

Upon agreement of the Superintendent and the LLEA President, adjustments to the technology supplemental salaries may be made.

Category	**Department Heads**	**Percent of BA-0**
High School	English	7%
	Science/Health/Phys Ed	7%
	Math/Computer	7%
	Social Studies	7%
	Business, 9-12	7%
	Foreign Language, 9-12	7%
	Fine Arts, 9-12	7%
Middle School	English	7%
	Science/Health/Phys Ed	7%
	Math/Computer	7%
	Social Studies	7%
	Coordinator for Ind. Arts, Home Ec., Class. Music, Fine Arts, 7-8	7%
	Special Education 6-12	7%
Elementary School	Hartville Elementary	
	K Coordinator	3.5%
	1 Coordinator	3.5%
	2 Coordinator	3.5%
	3 Coordinator	3.5%
	Uniontown Elementary	
	K Coordinator	3.5%
	1 Coordinator	3.5%
	2 Coordinator	3.5%
	3 Coordinator	3.5%
	Lake Elementary	
	4 Coordinator	7%
	5 Coordinator	7%
	Media Dept Head K-12	7%
	PE Coordinator K-12	7%
	Special Education PK-5	7%

Student Activities

High School	Student Council Advisor	6%
	National Honor Advisor	6%
	Yearbook Advisor	8%
	Spirit/Pep Club Advisor	6%
	Academic Team Advisor	6%
	Newspaper Advisor (4 editions/yr)	6%
	Orchestra Director	8%
	Choir Director	10%
	Senior Class Advisor	3%
	Junior Class Advisor	3%
	Sophomore Class Advisor	1%
	Freshman Class Advisor	1%
	Alternative School Supervisor	$22.50/hr
	Head Speech & Debate Coach	10%
	Assist Speech & Debate Coach	7%
	Teen Institute Advisor	6%
	Musical Director	10%
	Assistant Musical Director	4%
	Musical Set Director	3%
	Musical Orchestra Pit Director	3%
	Foreign Language Club Advisor	1%
	Chess Club Advisor	1%
	Drama Director	6%
	Drama Club	1%
Middle School	Middle School Activities Advisor	8%
	Yearbook Advisor	4%
	Student Council Advisor	4%
	Newspaper Advisor	4%
	Drama Coach (2 plays/year)	6%
	Junior Service Advisor	6%
	Power of the Pen Advisor	3%
	Middle School Choir Director	3%
	Camp Coordinator	4%
	Alternative School Supervisor	$22.50/hr
	Math Tournament Advisor	1%/Grade
	Junior Academic Team Advisor	3%
	Authors Club	1%
	District Spelling Bee Coordinator	1%

Elementary School	Newspaper Advisor	3%
	Student Council Advisor	3%
	Alternative School Supervisor	$22.50/hr
	Math Tournament Advisor	1%/Grade
District	Technology Support	
	District Hardware Technician	10%
	Building Level Technology Support	4%
	(1@HE & UE, 2@LE, 3@LMS, 4@LHS)	
	Technology Integration	
	District Tech Integration Coord	15%
	Building Tech Integration Specialist	4%
	(1@HE,UE,LE, 2@LMS, 2@LHS)	
District	District Accelerated Reader, Academy of Reading, STAR	3%
	LPDC	3%
	Mentoring (per mentoree)	3.25%
	Lead Mentor	4%
	Monitor Technology	4%
	Support Persons for teachers new to district	1.5%

When staff volunteer to attend all-night camp they shall be granted compensatory time off in an amount and at a time agreed to by the Superintendent and Association President.

Dual Credit: Teachers with dual credit classes shall receive a $500.00 stipend per course as compensation for his/her extra duties to fulfill the college requirements.

Athletics

Assistant Athletic Director	13%
Head Football Coach	25%
Assistant Varsity Football Coaches	14%
Freshman Football Coaches	10%
(Any freshman coach who returns in same position)	13%
Grade 8 Football Coaches	9%
Offensive Coordinator Extra	3%
Defensive Coordinator Extra	3%
Special Teams Coordinator	2%

Head Boys Basketball Coach	24%
Assistant Varsity Boys Basketball Coach	14%
JV Boys Basketball Coach	12%
Freshman Boys Basketball Coach	10%
8th Grade Boys Basketball Coaches (blue & white team)	9%
7th Grade Boys Basketball Coaches (blue & white team)	9%
Head Girls Basketball Coach	24%
Assistant Varsity Girls Basketball Coach	14%
JV Girls Basketball Coach	12%
Freshman Girls Basketball Coach	10%
8th Grade Girls Basketball Coaches (blue & white team)	9%
7th Grade Girls Basketball Coaches (blue & white team)	9%
Head Varsity Wrestling Coach	23%
Assistant Varsity Wrestling Coaches	13%
Middle School Wrestling Coaches	9%
Head Boys Varsity Cross Country Coach	10%
Head Girls Varsity Cross Country Coach	10%
Middle School Cross Country Coach	6%
Head Varsity Baseball Coach	14%
Assistant Varsity Baseball Coach	10%
JV Baseball Coach	9%
Freshman Baseball Coach	7%
Head Varsity Softball Coach	14%
Varsity Assistant Softball Coach	10%
JV Softball Coach	9%
Freshman Softball Coach	7%
Head Boys Soccer Coach	14%
Head Girls Soccer Coach	14%
Assistant Boys Soccer Coaches	10%
Assistant Girls Soccer Coaches	10%
Head Varsity Volleyball Coach	14%
Assistant Varsity Volleyball Coach	10%
JV Volleyball Coach	9%
Freshman Coach	7%
Middle School Volleyball Coaches	6%

Head Varsity Boys Track Coach*	14%
Head Varsity Girls Track Coach*	14%
Assistant Varsity Track Coaches	10%
Middle School Head Track Coach	11%
Assistant Middle School Track Coaches	8%

*Combined Boys and Girls Head Varsity Track Coach = 14% plus an additional 6% to cover both positions

Head Girls Varsity Tennis Coach (fall)	10%
JV Girls Tennis Coach (fall)	8%
Head Boys Varsity Tennis Coach (spring)	10%
JV Boys Tennis Coach (spring)	8%
Head Boys Golf Coach	10%
JV Boys Golf Coach	8%
Head Girls Golf Coach	10%
JV Girls Golf Coach	8%
Head Boys Bowling Coach	10%
JV Boys Bowling Coach	8%
Head Girls Bowling Coach	10%
JV Girls Bowling Coach	8%
Head Strength Coach	20%
Assistant Strength Coach:	
Fall (60 days)	4%
Winter (60 days)	4%
Spring (60 days)	4%
Equipment Manager	7%
High School Cheerleading Coach	11%
Assistant High School Cheerleading Coach	8%
Including assignment of Middle School & Freshman (per season)	3%
Dance Team Coach	8%
Assistant Dance Team Coach	5%
Auxiliary Line Advisor	5%
Mat Stat Advisor	5%

Swim Coach Head	15%
Assistant Swim Coach	10%
Ticket Manager	18%

All teachers who are assigned to instrumental (extended time), orchestra and choral music (7-12) shall be required to perform those extra duty assignments which take place outside of the school day.

The Superintendent may create District Department K-12 positions with a 4% stipend on the supplemental salary schedule.

C. Tutors' Salary

Hourly:

Step	BA
0	1.00
1	1.02
2	1.04

Tutor pay shall be based on the Ratio of BA-O base.

Tutors shall be placed on this schedule based on all years of service as a tutor in the school district.

Tutors shall be paid for all time they report to work, regardless of whether students are present or absent.

ARTICLE XXV - SEVERANCE

A. For ten or more years of service with the Lake Local Board of Education or with the State of Ohio or any of its political subdivisions or any combination thereof, the Board will grant severance pay to certified employees upon cessation of employment from Lake Local School District and official retirement from the profession in the amount of one day for every four sick leave days accumulated up to a maximum fifty-eight (58) days for 2013-2014, fifty-nine (59) days for 2014-2015, sixty (60) days for 2015-2016. Severance pay that the Board will pay to be calculated at a rate as per the contract salary per day the employee is drawing at the time of official retirement. No fractional time in the accumulated sick leave (any part of four) will be considered to make this calculation.

B. For certified employees who have 20 or more years of service to the Lake Local Board of Education, the maximum number of days severance pay to which they are entitled shall be seventy-three (73) days for 2013-2014, seventy-four (74) days for 2014-2015 and seventy-five (75) days for 2015-2016.

C. This is a one-time payment in accordance with Ohio Code. The staff member must receive official notification from the State Teacher's Retirement System and first check from STRS before the Treasurer will issue severance pay due. However, application for retirement and acceptance by STRS must be made within nine months of official retirement from Lake Local in order for severance pay to be made by the Treasurer.

D. A bargaining unit member will be paid $10.00 per day for every day of sick leave accumulation from 200 to 300 days, and $20.00 per day from 301 days up to a maximum of 340 days. This will be in addition to severance pay and any retirement incentive pay.

E. If an employee dies while still employed by the District but, at the time of death, was qualified under STRS guidelines for retirement, any severance pay due will be paid to the employee's estate.

ARTICLE XXVI - STANDARDS FOR TEACHER EVALUATION

The Board will follow the provisions of the Ohio Revised Code regarding teacher evaluations.

A. The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional development of teachers.

2. To give evidence of performance.

3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

B. Open Appraisal

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. All personnel, during the first month of school, shall be advised by the building principal as to the evaluative procedure and instruments to be used and given a copy of such.

C. Representation

If a teacher is to be disciplined or reprimanded by the Board or its agents, he or she shall be afforded the opportunity to have a representative of the Association present in any meeting with the Board or its agents.

D. No teacher shall be disciplined, reprimanded, suspended, terminated or non-renewed without just cause. However, the Board will not be bound by "just cause" for non-renewal until a teacher has been renewed at the end of the fifth (5th) year. If a member is employed after the end of the first semester, "just cause" shall not apply until the member has completed five (5) full (186 days each year) school years. No teacher shall be eligible for a continuing contract under Ohio law until he/she has been renewed at the end of the fifth year of employment as specified herein.

E. A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operations of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework adopted by the State Board of Education.

F. The Board directs the Superintendent/designee to implement this policy in accordance with State law.

G. Notwithstanding Ohio Revised Code section 3319.09, this policy applies to any person employed under a teacher license issued under Ohio Revised Code chapter 3319, or under a professional or permanent teacher's certification issued under former section 3319.222, and who spends at least 50% of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers.

H. A comparable evaluation tool shall be developed by the Evaluation Committee to be applied to guidance counselors, speech and language pathologists, and school psychologist(s).

I. Credentialed Evaluators

Evaluations, observations and walkthroughs must be completed by the certified staff member's building administrator. For certified teachers working within specific specialized program areas such as special education or gifted education; evaluations, observations and walkthroughs may be completed by either a building administrator or the administrator directly responsible for supervising the program. The evaluator shall not be a bargaining unit member.

J. Effectiveness Rating

1. Teachers are assigned an effectiveness rating of Accomplished, Proficient, Developing or Ineffective. This rating will be determined based on 50% teacher performance and 50% student growth measures. Student growth will be determined through multiple measures.

2. Annually, the Board submits to the Ohio Department of Education, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

K. Teacher Performance Calculation

Teachers are evaluated via two formal observations and periodic classroom walk-throughs. The 50% teacher performance measure is based on the Ohio Standards for the Teaching Profession.

L. Student Growth Calculation

1. For the purpose of this policy, student growth means the change in student achievement for an individual student

between two or more points in time. Student growth is evaluated by a combination of: (1) Value-added data or alternative student academic progress measure if adopted under ORC 3302.03 (C) (1) (e); (2) ODE approved assessments and/or (3) Board determined measures. When available, value-added data or an alternative student academic progress measure if adopted under ORC 3302.03(C)(1)(e) shall be included in the multiple measures used to evaluate student growth in proportion to the part of the teacher's schedule of courses or subjects for which the value added progress dimension is applicable.

2. Until June 30, 2014, if a teacher's schedule is comprised only of courses or subjects for which value added data is applicable, the majority of the student growth factor of the evaluation shall be based on the value added progress dimension. On or after July 1, 2014, the entire student academic growth factor of the evaluation for such teachers shall be based on the value added progress dimension.

3. In calculating student academic growth for an evaluation, a student shall not be included if the student has sixty (60) or more unexcused absences for the school year. (ORC 3319.112)

M. Professional Growth and Improvement Plans

1. Teachers meeting above-expected levels of student growth must develop Professional Growth Plans and choose their credentialed evaluators from the Board-approved evaluator list.

2. Teachers meeting expected levels of student growth must develop Professional Growth Plans collaboratively with their credentialed evaluators from the Board-approved evaluator list.

3. Teachers meeting below-expected levels of student growth must develop an Improvement Plan with their credentialed evaluators. The Superintendent / designee assign credentialed evaluators to teachers meeting below-expected levels of student growth.

N. Evaluation Timeline

1. District administrators evaluate teachers annually. Annual evaluations include two formal observations at least 30 minutes each and periodic classroom walkthroughs. Teachers, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, receive at least three formal observations during the evaluation cycle. The Board policy shall allow teachers who achieve Accomplished on their Final Summative Rating to be evaluated on an every other year basis.

2. All teacher evaluations are completed by May 1. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10.

O. Orientation

1. No later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his/her evaluator.

2. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

P. Testing for Ineffective Teachers in Core Subjects

1. Beginning with the 2015-2016 school year, teachers of core subject areas, as defined by State law, who have received a rating of Ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the Ohio Department of Education.

2. If a teacher who takes a written examination passes and provides proof of that passage to the Board, the Board shall require the teacher, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluation.

The receipt by the teacher of a rating of Ineffective on the teacher's next evaluation after completion of the professional development, or the failure of the teacher to complete the professional development, shall be grounds for termination of the teacher under section 3319.16 of the Revised Code.

Q. Retention and Promotion

1. The Board uses evaluation results for retention and promotion decisions. The Board adopts procedures for use by district administrators in making retention and promotion decisions based on evaluation needs. Promotion does not include the awarding of administrative positions.

2. Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations. Only teachers who are designated as Accomplished, Proficient or Developing shall be considered as comparable.

3. Staff members who will not be recommended by the Principal or Superintendent for a new contract will be notified at least twenty (20) days prior to the non-renewal action by the Board.

R. Poorly Performing Teachers

The Board uses evaluation results for removing poorly performing teachers. A teacher who, after receiving an Ineffective rating for a period of no less than two out of the last three years, and who completes a remediation plan during the ensuing year continues to receive an overall summative rating of Ineffective. (ORC 3319.58 & ORC 3319.16)

S. Professional Development

The Board allocates financial resources to support professional development in compliance with State law and the State Board of Education's evaluation framework.

T. Disciplinary Actions

1. The Board shall attempt to utilize lesser disciplinary sanctions prior to suspension or termination, except in cases of serious misconduct or where health or safety is involved.

2. Letters of reprimand may be issued to staff members for lesser infractions which, in the judgment of the Superintendent, do not warrant a suspension without pay.

3. A member of the bargaining unit may be suspended from his or her duties without pay (but continuing other benefits) for a maximum of three (3) days per school year, upon a determination by the Superintendent that the conduct of the teacher is detrimental to the goals and objectives of the School District. No suspension shall be imposed until the teacher has had an opportunity to appear before the Superintendent to explain his or her actions. Such suspension(s) shall not be grieved under Article VIII. The employee shall, upon request, be provided written reasons for the suspension(s). Nothing herein shall preclude the Board of Education from acting to non-renew or terminate any employment contract as permitted by the applicable laws and by this Agreement.

4. Nothing in this section shall deny any teacher on a continuing contract their rights and privileges under the Ohio Revised Code.

5. The Board of Education will not be bound by a non-renewal policy in case of personnel hired for a staff member on leave, on a permanent substitute status or supplemental duty contract.

6. Nothing in this Article shall deny a teacher any of the rights and/or remedies available under 3319.11 O.R.C. or 3319.111 O.R.C. regarding the Board's duty to give notification to the teacher on or before the first day of June.

7. Nothing in this Article will change a teacher's status as a salaried employee under the Fair Labor Standards Act (FLSA).

U. Any work assigned by the Superintendent to implement the OTES system that requires work beyond the normal work day shall be compensated at $30 per hour.

V. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

W. Evaluation Committee

1. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District. The Committee shall be comprised of three (3) Association members to be appointed by the Association president/designee and three (3) members appointed by the Superintendent/designee.

2. Training

a. Training on the teacher evaluation, procedure will be provided, to the teachers no later than September 15, or in the case of a new mid-year teacher, no later than thirty (30) days after the initial employment with the district, at Board expense, for all credentialed evaluators and all teachers prior to the implementation of the evaluation procedure.

b. Training on the teacher evaluation procedure will occur annually and shall include the tools, processes, methodology, and the use of student growth measure data.

3. Criteria for Performance Assessment

a. A teacher's performance shall be assessed based on the standards for the teaching profession, as defined by the Ohio Standards for

Teaching, and the criteria set forth in the Lake Local Schools Evaluation process.

b. No video recordings shall be utilized during teacher performance assessments.

4. Observations

a. Schedule of Observations

A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes, and shall not exceed sixty (60) minutes in duration. There shall be at least six (6) weeks between formal observations. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.

b. Observation Conference

The observation schedule will adhere to the Lake Local Evaluation process.

5. Walkthroughs

a. A walkthrough is a formative written assessment piece that focuses on one or more of the following components:

1. Evidence of planning
2. Lesson delivery
3. Differentiation
4. Resources
5. Classroom environment
6. Student engagement
7. Student assessment

b. The walkthrough shall be at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration.

c. The teacher shall be provided a copy of the walkthrough form within forty-eight (48) hours, including all scripted and anecdotal documents relative to the walkthrough.

d. No more than three (3) walkthroughs shall be included in each evaluation cycle.

6. Remediation of Deficiencies Identified During Observations and Walkthroughs

Formal observations/evaluations resulting in the identification~~s~~ of performance deficiencies shall be addressed in the Improvement Plan contained within the Lake Local Evaluation process.

7. Finalization of Evaluation

a. Completion of Evaluation Cycle

1. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous year for teachers receiving teacher level value added reports or SLO data for the current school year for all other teachers and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year.

2. The Board shall evaluate each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this article once every two school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

b. Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

8. Professional Development

Professional growth and Improvement Plans shall be developed as follows:

Teachers with above expected levels of student growth will develop a Professional Growth Plan, teachers with expected levels of student growth will develop a Professional Growth Plan in collaboration with their administrator, and teachers with below expected levels of student growth will develop an Improvement Plan with their administrator.

9. Due Process

Teachers who disagree with the level of student growth, the rating of performance and/or the summative, or overall, evaluation rating shall be allowed to request a different evaluator through the administration members of the Evaluation Committee.

10. Personnel Action Requirements

a. The evaluation procedure contained in this agreement shall not be used in any decision, excluding Ineffective teachers, concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and three evaluation cycles have been completed. Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.

b. The evaluation procedure shall not be used for any decision concerning the assignment, re-assignment or transfer of any teacher.

ARTICLE XXVII - STRS SALARY REDUCTION PICK-UP

A. The Treasurer of the Lake Local Board of Education shall contribute to the State Teacher's Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.

B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions.

C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

D. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as the employee's gross income said employee's total annual salary less the amount of the "pick-up". The Board shall report for STRS and municipal income tax purpose as an employee's gross income said employee's total annual salary, including the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

E. STRS pick-up shall in no way affect unemployment compensation, workers' compensation, severance pay, daily rate of pay or any other calculation established on the current year base salary.

F. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

G. This provision shall be effective and the "pick-up" shall apply to all payroll payments starting at the beginning of the school year (July 1).

H. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

ARTICLE XXVIII - TEACHER CONTRACTS

A. Limited Contracts

Beginning teachers not previously employed as teachers will be employed for a period of one year each of the first three years, provided their work is satisfactory. Upon completion of three years of teaching in this system, a teacher shall be offered at the discretion of the administration a two-year limited contract and then at the end of the two-year contract and at the discretion of the administration a two or three-year contract. A one-year limited contract may also be offered.

B. Continuing Contracts

Continuing contracts shall be issued according to the Ohio Revised Code and the terms of this collective bargaining agreement.

ARTICLE XXIX - TRANSFERS

A. Voluntary

1. Those teachers requesting a change of teaching assignment either within their buildings or outside their buildings will file such requests on the Spring Survey Form requesting such an assignment.

2. Area of competency, certification, quality of teaching performance, and length of service in the district may be the determining factors in selection of teachers to be reassigned.

3. When vacancies meeting the specific request are available, the teacher requesting the change will be given first consideration, providing the teacher making the request is qualified for the position available.

4. Requests for transfer will be on file by May 1 of each year if consideration is to be given for the next school year.

5. "Qualified" means that certification requirements are met as well as any additional qualifications set by the Board of Education.

6. The provisions of this Article shall not apply to supplemental duty positions.

B. Involuntary

When transfers other than by request are necessary or appear to be necessary, a personal conference prior to written notification of transfer shall be held with the teacher by the Superintendent. In all cases, the local Superintendent will make final determination of transfer and reassignment of personnel.

ARTICLE XXX- TRAVEL

Automobile mileage allowance paid to teachers shall be the current IRS rate. This covers personal use of automobile by teacher as authorized by the Board of Education or local Superintendent as part of contractual obligations.

All mileage logs are to be submitted to the Treasurer's Office by the first working day of the next month.

ARTICLE XXXI - TUITION-FREE ATTENDANCE

A Children of members of the bargaining unit may attend the Lake Local Schools tuition-free as long as the increase in students due to this clause does not necessitate the employment of additional staff.

B. Admission shall only be at the beginning of the school year.

C. The provisions of this Article may not be used if the student desires to participate in post-secondary options.

ARTICLE XXXII - TUITION REIMBURSEMENT

The Board of Education will reimburse college or university tuition as an incentive for continuing the educational process in the amount of the cost for six (6) semester hours or nine (9) quarter hours of approved college credit per school year.

A. Teachers must have at least a Bachelor Degree and a Provisional Certificate to receive incentive pay for additional credit earned in any appropriate field, as determined by the administration and the Board of Education. College work is to be approved before proceeding with work.

B. Correspondent courses will not qualify for tuition reimbursement nor will any courses which are not reasonably related to the teacher's area of certification or pursuing an area of certification.

C. Any training in which the tuition is paid for by another entity will not be reimbursed. A stipend given for attendance is not considered as tuition.

D. A teacher must fulfill his/her contract the following year (those on leave of absences must return to duty at the end of the leave) or the Board of Education has the right to reclaim money paid for tuition.

E. To be eligible for tuition reimbursement, one must have rendered at least one hundred eighty-six (186) days of service on a contract with the Board of Education and not have been non-renewed for the succeeding school year.

F. The tuition reimbursement will be made during the succeeding school year by the first pay in November when an official transcript is submitted to the local Superintendent's Office.

G. Upon employee completion and passing of college course work, the Board of Education will approve employee reimbursement in accordance with the school hour limitation in an amount not to exceed the original school cost up to $100.00 per quarter hour and/or $120.00 per semester hour.

H. The teacher must receive a "B" or better or a passing grade in a pass/fail grading system or satisfactory in a satisfactory/unsatisfactory system to receive tuition reimbursement.

ARTICLE XXXIII - TUTORS

A. The following Articles of this Contract shall apply to tutors:

I	Recognition
III	Board Policy
IV	Certificates & Transcripts
V	Complaints
VII	Drug Free Workplace
VIII	Grievance Procedure
X	Insurances
XI	Leaves
XIV	LPDC
XVI	Payroll Deductions
XVII	Payroll Periods
XIX	Printing of Contract
XX	Professional Meetings
XXI	Professional Teacher Staff Rights
XXVII	STRS Salary Reduction
XXXI	Tuition-Free Attendance
XXXII	Tuition Reimbursement
XXXIII	Tutors
XXXV	YMCA
XXXVI	Effects of the Contract

B. In addition, the following shall apply to tutors:

1. Non-renewal/Continuing Contract

Tutors shall be issued one year limited contracts on an as-needed basis. The evaluation/non-renewal provisions of 3319.11 O.R.C. and 3319.111 O.R.C. shall not apply to tutors except that they must be notified of the non-renewal on or before June 1.

Tutors shall not retain continuing contract status in the district unless it has been obtained by July 1, 1998.

The provisions of 3319.17 O.R.C. shall not apply to tutors.

2. Tutor Hired for a Non-Tutor Bargaining Unit Position

If a tutor is subsequently hired to fill a non-tutor bargaining unit position, the individual will be given credit on the teachers' salary schedule for any years of experience that consists of at least one thousand (1,000) hours in any school year.

3. Calamity Days

Tutors shall be paid for calamity days in the same manner as other members of the bargaining unit.

4. Tutors shall be paid for all time they report to work, regardless of whether students are present or absent.

ARTICLE XXXIV - VACANCIES

A. The Board agrees to notify the Association President of any certificated or extra-duty positions that open within the system. During the school year, bargaining unit vacancies shall be posted by email.

B. Presently employed staff who have indicated an interest in a vacant or newly created position on the Spring Survey Form will be notified by the Board by email of any such openings. The staff member will have forty-eight (48) hours from the date of email to respond to the Superintendent's office.

C. The Board will advise candidates of the outcome following the selection of a candidate for a given position within five (5) weekdays.

D. Current staff shall be given first consideration when filling said vacancies. A vacancy exists after a death or after Board action on a resignation, retirement, non-renewal, termination, leave of absence for a complete school year or creation of a new position. The Board of Education is not required to fill any vacancy.

E. "First Consideration" shall be defined as follows:

When a current staff member meets the qualifications established by the Board for the position, the current staff member shall receive the position over an outside applicant.

F. The provisions of this Article shall not apply to supplemental duty positions.

G. The Superintendent may, with approval of the LLEA Executive Committee, waive "first consideration" in the filling of a vacancy in which the district needs the individual to also perform a particular supplemental contract.

ARTICLE XXXV – YMCA

The district shall reimburse each employee a sum of one hundred dollars ($100.00) toward an annual membership in the Lake Community YMCA. The district shall reimburse each employee, who chooses to join another fitness facility, fifty dollars ($50) toward an annual membership at the health club or gymnasium of their choice. Requests for reimbursement must be made by May 30th and payment will be made by June 30th.

ARTICLE XXXVI - EFFECTS OF THE CONTRACT

A. This Agreement is effective from July 1, 2013 through June 30, 2016.

B. This contract constitutes the entire contract between the parties and it supercedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change

in a specific term of this Contract shall be made during the life of this Contract except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter contained herein during such period.

C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settled all demands and issues on all matters within the scope of bargaining. Neither party shall be required to negotiate with the other during the term of this Agreement with respect to any subject or matter irrespective of whether such subject matter was discussed by or within the contemplation of the parties during the course of negotiations leading to this Agreement.

However, the Labor-Management Committee shall first discuss any items which would otherwise be considered proper subjects for mid-term bargaining in the absence of this section.

D. If any part of this Contract is found to be in violation of federal or state law, in a manner not permitted by Chapter 4117, said part found to be in conflict will automatically be declared invalid and shall be inoperative. The remaining parts of the Agreement shall continue to be in effect.

E. This Contract may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.

F. Mandatory mid-term bargaining: The parties agree that Article XXXIV B and C shall not apply to any changes in terms and conditions of employment that may result from the DeRolph v. State of Ohio decision and/or its remedy.

Therefore, the parties agree to negotiate mid-term on any such changes and/or their effects.

FOR THE ASSOCIATION

(Certificated Staff)

Allison Grumm July 30, 2013
Date

Ramma Moore July 29, 2013
Date

Adam R. Booth July 30, 2013
Date

Julie Soduk Aug. 6, 2013
Date

Kurt J Uhl Aug 6, 2013
Date

Date

Date

Date

FOR THE BOARD

Daniel C Polay Aug 7, 2013
President Date

Nicole Nichols Aug 6, 2013
Treasurer Date

M A Windsor Aug 6, 2013
Superintendent Date

COMPREHENSIVE COLLABORATIVE AGREEMENT RENEWAL

among the

Lake Local Board of Education / Lake Local Education Association
North Canton City Board of Education / North Canton Education Association
Plain Local Board of Education / Plain Local Teachers' Association
Jackson Local Board of Education/Jackson Memorial Education Association (April 1, 1994 - June 30, 1998)
Canton City Board of Education/Canton Professional Educators' Association (April 1, 1994 - June 30, 1998)

WHEREAS, the above named Boards of Education and Associations desire to participate in a Comprehensive Collaborative Program(s) to offer their students enhanced educational opportunities; and

WHEREAS, a Collective Bargaining Agreement exists between each of the Boards and the respective Associations, governing various terms and conditions of employment for the district employees; and

WHEREAS, the institution of these programs may change and/or affect certain of these terms and conditions of employment; and

WHEREAS, the parties desire to change certain terms and conditions of employment to facilitate the implementation of these programs; and

WHEREAS, this Agreement is being entered into by the parties in accordance with the provisions of their respective individual collective bargaining agreements, which permit the amendment and modification of those agreements;

NOW THEREFORE, the parties agree to the following:

1. An Oversight Committee shall be created. Each Association shall have, on the Oversight Committee, one (1) representative who participated in the negotiations that produced this Agreement. Each of the Superintendents shall also be members. If an individual is unable to serve, the respective Association or Board shall name the replacement. The OEA Labor Relations Consultant for the respective Association shall be a non-voting member of the Committee.

The Committee shall meet to discuss issues and review decisions regarding any programs that are established pursuant to this Agreement. The Committee shall have the authority to tentatively agree to mid term modifications in the collective bargaining agreements between each participating Association and Board of Education. Final in-term modifications of any collective bargaining agreement shall be subject to ratification by the individual on the Oversight Committee who represents the affected Association and Board.

The Committee also may agree to in-term modifications of this Agreement. Any such modifications must be the result of a majority vote of all of the Superintendents and a majority vote of all of the Association representatives on the Committee.

Any such modifications of collective bargaining agreements and/or of this Agreement, must be directly related to, and necessary to implement collaborative programs established pursuant to this Agreement.

2. A long-term non-certified instructor assigned to a Collaborative Program must begin working toward appropriate teacher certification.

Long-term shall be defined as an instructor who is employed for thirty (30) hours or more per week for more than two (2) years.

3. The remaining provisions of the individual collective bargaining agreements shall remain in effect unless otherwise changed by the terms of this Agreement or by negotiations for a successor contract between that individual Association and its respective Board of Education.

4. No member of the bargaining unit of any of the Associations will be laid off for the 1993-94 school year, due to the institution of collaborative program(s).

5. In the event that it becomes necessary to reduce the number of positions in a participating district after the 1993-94 school year, due to the establishment or implementation of a Collaborative Program, the following reduction and recall procedures shall apply:

a. If the establishment and implementation of a Collaborative Program may result in the reduction of a

position in a participating school district, the proposed reduction shall first be reviewed by the Oversight Committee.

b. A teacher assigned to a position that is proposed for elimination, as a result of the establishment or implementation of a collaborative program, shall first exercise any right of displacement (hereinafter referred to as "bumping") he may have in his employing school district (hereinafter referred to as the "home" district).

c. Such teacher shall first bump a non-collaborative program teacher pursuant to the terms of the home district's collective bargaining agreement. If the teacher cannot bump a non-collaborative program teacher, the teacher may bump a collaborative program individual employed by the teacher's home district if the teacher possesses qualifications that are equal to the collaborative program individual. The determination as to equality of qualifications shall be made by the Superintendents on the Oversight Committee after review with the entire Committee.

d. If a teacher assigned to a position proposed for elimination is not able to bump a teacher in his home district, the teacher shall be placed on a recall list in all his areas of certification in all the school districts that are participating in this Agreement. The teacher shall be placed on the recall lists in accordance with his seniority.

For purposes of this Agreement, seniority shall be defined as the teacher's length of continuous service from his initial date of hire with his home district. Approved leaves of absence granted a teacher shall not cause a break in continuous service for purposes of determining seniority under this Agreement. However, such leaves of absence shall not be counted toward continuous years of service for seniority purposes under this Agreement.

e. If a teacher is recalled by a participating district, other than his home district, he shall be given the same credit for years of service for salary schedule and seniority purposes as if he were recalled by his home district.

Such teacher shall be assigned to (employed by) the recalling district only until such time as his home district

has an opening for which the teacher is eligible. When such an opening occurs, the teacher will be assigned to (re-employed by) his home district with no break in seniority and with placement on the home district's salary schedule for all years of service in his home district, and all years of service, or fractions thereof, in the district to which he was originally recalled.

f. If the district recalling the teacher and the recalled teacher agree that the teacher should remain an employee of the recalling district, the teacher's home district shall be so advised and the teacher shall be considered an employee of the recalling district. Such teacher shall relinquish his employment rights in his home district. Other than for salary schedule purposes, the teacher's seniority in his home district shall not be carried to the recalling school district.

g. After all "bumping" has occurred under this section, the individuals that are to be reduced shall be accorded the same recall rights as identified herein.

h. The recall list under this Section shall be maintained for three (3) years and shall survive the expiration of this Agreement or any collective bargaining agreement between an Association and an employing board of education.

6. A procedure will be developed to solicit ideas and suggestions on potential collaborative programs from teachers in each of the districts. Once programs have been selected, appropriate staff will be involved in the development of the program(s). These procedures will be reviewed with the Oversight Committee.

7. Management retains the right to select staff for the Collaborative Programs under the following guidelines:

a. Prior to posting, management will determine qualifications for the position.

b. Vacancies shall be announced, in writing, to the districts' staff and held open for at least five (5) weekdays. The five (5) day waiting period may be waived by a majority vote of the Superintendents where, due to unusual

circumstances, a delay in filling a position might have a detrimental effect on the program.

c. All qualifications being equal, a currently employed certified member shall be assigned over a certified individual not currently employed by one of the districts or a non-certified employee.

d. Prior to staffing assignments, the Oversight Committee will meet and management will review proposed assignments and the rationale for such. The final decision on staff assignments and qualifications rests with management.

8. Certified individuals who are proposed for hire into a collaborative program, and who are not employees of a participating school district, shall be hired by, and become employees of, a participating district.

9. Evaluation of teachers in this program shall be done by an individual(s) employed by one of the districts who is a party to this Agreement. The evaluator must be qualified to evaluate under 3319.111 O.R.C. The evaluation procedure shall be reviewed and approved by the Oversight Committee.

10. Length of year, day and evaluation procedures may vary for teachers assigned to a Collaborative Program(s) from that contained in their home district's collective bargaining agreement. Such decisions may be reviewed by the Oversight Committee.

11. The expiration of the collective bargaining agreement of any party to this Agreement shall not affect the terms and duration of this Agreement.

12. The existence of this Agreement shall not act as a contract bar under 4117.18 (C) to any Association exercising their rights under 4117.14 (D) (2).

13. If an Association, who is a party to this Agreement, exercises its right under 4117.14(D)(2), members of that bargaining unit assigned to collaborative programs under this Agreement shall perform their assigned duties for that program(s).

14. Any alleged violation, misinterpretation, misapplication and/or dispute arising under this Agreement shall be resolved using

binding expedited arbitration. The parties agree to permanent arbitrator Robert Stein. The parties will not be under the auspices of the American Arbitration Association, but shall abide by their rules. The cost of the arbitrator shall be borne equally by the parties to this Agreement.

In the event Robert Stein is unable or unwilling to serve, the parties shall agree on a replacement. If unable to agree, the services of the American Arbitration Association shall be utilized.

The decision to arbitrate an issue shall be made by a majority vote of the Association Presidents, if the moving party is the Association(s) and by a majority vote of the Superintendents if the moving party is the Board(s).

15. New parties may be added to this Agreement upon approval of a three-fourths (3/4) vote of the voting members of the Oversight Committee.

The Superintendent of the new district shall be a member of the Oversight Committee. The Association representative from the new district shall be nominated by the Association subject to approval by majority vote of the Association representatives on the Oversight Committee.

The OEA Labor Relations Consultant for the new Association shall be a non-voting member of the Committee.

16. The duration of this Agreement shall be from July 1, 2013 through and including June 30, 2016. The terms of paragraph 5. h. shall be in effect as long as individuals remain on the recall list for the three (3) year period.