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**MASTER CONTRACT AGREEMENT**

between the

**LAKOTA EDUCATION ASSOCIATION (LEA)**

and the

**LAKOTA BOARD OF EDUCATION**

of the

**LAKOTA LOCAL SCHOOL DISTRICT**  
**BUTLER COUNTY, OHIO**

Effective: July 1, 2014, through June 30, 2017

Reopener for the 2015-16 (March 23, 2015) and 2016-17, for salary, insurance, evaluation, Article 12.04, Article 12.05, and expiring MOU's.

Date Approved by LEA  
04/15/2014

Date Approved by the Board  
04/16/2014

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## ARTICLE I – RECOGNITION

- 1.01 **The Lakota Board of Education**, hereinafter referred to as the "Board", recognizes the Lakota Education Association OEA/NEA, hereinafter referred to as the "Association," as the exclusive and sole bargaining agent for the bargaining unit as defined herein.
- 1.02 **The Association** recognizes the Board as the duly elected body charged with the establishment of policy on public education in the Lakota Local School District and as the employer of all personnel of the school system under state law. The Association further recognizes that the Board has the sole responsibility for the management and control of all the public schools of whatever name or character in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district will be governed as provided by sections 3313.47, and 4117.08 A or C of the Ohio Revised Code, and except as may be limited by this agreement. The Board retains the following enumerated rights:
- 1.201 To 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 Lakota Local School District, standards of services, the Board's overall budget, utilization of technology, and organizational structure
  - 1.202 To direct, supervise, evaluate or hire employees
  - 1.203 To maintain and improve the efficiency and effectiveness of the Lakota Local School District
  - 1.204 To determine the overall methods, process, means, or personnel by which the operations of the Lakota Local School District are to be conducted
  - 1.205 To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees
  - 1.206 To determine the adequacy of the work force
  - 1.207 To determine the overall mission of the Lakota Local School District
  - 1.208 To effectively manage the work force
  - 1.209 To take actions to carry out the mission of the Lakota Local School District
- 1.03 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions for the employment, subcontracting of bargaining unit work, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

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## ARTICLE II – DEFINITIONS

- 2.01 **Bargaining Unit** – The bargaining unit shall be defined as all certified/licensed employees including those who are assigned to Auxiliary schools within the District who are under contract with the Board on a full-time or part-time basis, including any substitute member who has been employed in the same teaching position for at least sixty (60) continuous days. The following shall be excluded from the bargaining unit:
- Substitute members employed in the same position for less than 60 continuous days, supervisory employees including but not limited to the superintendent, assistant superintendent, principals, assistant principals, directors and all others who have the authority to employ, evaluate, transfer, assign, discipline, or discharge members of this bargaining unit or have the responsibility to make recommendations therein and non-contracted individuals who are paid on a timesheet basis who are assigned to the auxiliary schools.
- 2.02 **Days** - Regular member workdays as defined on the district calendar during the regular school year. During the summer months, week days excluding federal holidays will be considered "days".
- 2.03 **Good Faith** - The willingness to consider, propose, and make counter proposals in an effort to reach a mutually-agreeable position on matters which are negotiable. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. The unwillingness of one or other party to change its position shall not constitute bad faith.

- 2.04 **Continuous Employment** - shall include all time on Board approved leaves of absence, and all time that a member's contract has been suspended pursuant to Reduction in Force Language (RIF) of this contract.
- 2.05 **Seniority** - shall commence with the first contracted day of work, not inclusive of any extended service and/or supplemental days, and shall be defined as the length of continuous employment with the Board as an LEA bargaining unit member. Seniority for long term substitutes shall be defined as continuous employment consisting of one hundred twenty (120) days or more in the same position ending with the last contract day and beginning with the first contract day of the next school year.
- 2.06 **Seniority Tie-Breaker(s)** - When two (2) teachers have equal seniority, the teacher with the greatest total regular teaching years (120 or more continuous days in the same position) in the Lakota Local School District shall be ranked the most senior. If a tie remains, said teachers shall participate in a drawing to establish their seniority ranking for the particular situation. If said drawing is necessary, the LEA President or designee shall be present at the time of the drawing.
- 2.07 **Full-Time Equivalent (FTE)** -
- Full-time: Member working 7-1/2 hours per day  
Part-time: Member working anything less than 7-1/2 hours per day
- 2.08 **In-Service Day** - is a workday when students are not in session. No less than 50% of each day shall be set aside for individual classroom work. In cases of consecutive in-service days, no less than 50% of the total shall be set aside for individual classroom work. In exceptional circumstances, the Superintendent may approve reduction of individual classroom time below 50%.
- 2.09 **Professional Development Day** - A workday when students are not in session and is dedicated to professional development activities determined by the Administration.

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### ARTICLE III – NEGOTIATION PROCEDURES

#### 3.01 **Negotiation Procedures**

- 3.0101 A request to open negotiations shall be submitted by the president of the Association to superintendent or designee or by the superintendent or designee to the president of the Association not more than one hundred twenty (120) days or not less than sixty (60) days prior to the expiration of the contract.
- 3.0102 The initiating party shall include the following:
- A. Date of Request
  - B. Statement of purpose for meeting
  - C. Person to Contact
- 3.0103 The receiving party shall respond and include the following:
- A. Date of Response
  - B. Acknowledgement of receipt of negotiations request
  - C. Person to contact
- 3.0104 The requesting party shall serve a copy of the request and the current contract upon the State Employment Relations Board (SERB).

#### 3.02 **Negotiations Meetings**

- 3.0201 The parties shall meet at a mutually agreed time and place for the first negotiation meeting.
- 3.0202 A time, place and date for the next session shall be established before concluding the first and each successive negotiation meeting.
- 3.0203 Specific written proposals shall be exchanged and presented by the parties at the first meeting unless otherwise mutually agreed. No new proposals shall be considered unless otherwise mutually agreed.
- 3.0204 All meetings shall be scheduled as mutually agreed.

### **3.03 Negotiation Teams**

- 3.0301 Each team shall consist of up to three (3) people of the party's choice. Each team shall designate a spokesperson. All negotiations shall be conducted exclusively by the said teams.
- 3.0302 Either party may call upon professional and lay consultants (in addition to their representatives) to present testimony and facts concerning matters under discussion. Up to two (2) consultants may be used by each of the parties in any negotiation session. The cost of such consultants shall be borne by the party requesting their services. The party using consultant shall provide notice of the fact one day prior to the meeting naming the person who will make the presentation and the subject of same.
- 3.0303 When unforeseen circumstances make it impossible for the chief spokesperson for either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties shall agree to continue or set a time, date, and place for the next negotiation session.
- 3.0304 Either party may have up to two (2) observers present at each session. The observers may not participate in the bargaining process. In no event shall the total number of team members and observers exceed five (5) at any one session.
- 3.0305 While no final agreement shall be executed without ratification by the Association, and adoption by the Board, the parties mutually pledge that their representatives will have all necessary power and authority to make and consider proposals and counterproposals; and to make concessions in the course of negotiations so as to reach agreement.

### **3.04 Information**

The designated representatives of the Board and the Association agree to make available to each other upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters then under negotiation.

### **3.05 Caucus**

Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both parties.

### **3.06 Item Agreement**

As items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered as a final agreement by the parties until the contract is ratified.

### **3.07 Agreement**

When substantive agreement is reached through negotiation, the outcome will be reduced to writing, signed by the spokesperson of each negotiations team and submitted with a recommendation to the Association and the Board for acceptance.

- 3.0701 The result of the ratification vote by the Association's membership shall be communicated to the Superintendent or designee by the president of the Association. After notification, the Board shall meet within fourteen (14) days, unless otherwise mutually agreed, to consider the approval or non-approval of the tentative agreement.

### **3.08 Impasse**

If an agreement has not been reached after forty-five (45) calendar days from the first meeting between the bargaining teams, either party may declare impasse and call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. A party may not declare initial impasse until five (5) negotiation sessions have occurred. If a party calls for FMCS involvement, the other party shall join in a joint request. A private mediator may be utilized if mutually agreed to by the Board and the LEA. If a private mediator is utilized, the parties will agree to equally split the cost of the mediator.

The mediation period shall be sixty (60) calendar days from the first meeting with the mediator. After the sixty (60) calendar day period has expired and after at least three (3) sessions with a federal mediator (or a mutually agreed upon private mediator), if an agreement has not been reached, then the impasse procedures of this contract shall be deemed to have been completed and an ultimate impasse shall exist. At that time the Board shall have the right to implement its final offer if it so chooses and the Association shall have the right to strike under the provisions of ORC Chapter 4117 if it so chooses. Prior to implementation of the Board's final offer, the Board must provide at least ten (10) calendar day's written notice to the LEA. This notice shall contain the Board's final proposal. Notwithstanding the timelines contained in this section, the Board may not implement a final offer until the master agreement has expired. During this ten (10) day period the LEA may request to continue to negotiate with the Board. In the event a request to negotiate is received by the Board, the Board will ensure that at least one negotiation session is provided prior to the implementation of the Board's final offer.

### 3.09 In-term Bargaining

If during the life of the contract, bargaining is necessary, the impasse procedures will be followed.

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## ARTICLE IV – GRIEVANCE PROCEDURE

4.01 **Definition of Grievance** — A grievance is a complaint involving the violation, misinterpretation or misapplication of the contract entered into between the Board and the Association.

4.02 **Definition of Grievant** — shall mean the members(s) or the Association filing the grievance.

4.03 **Purpose** — The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as possible at all levels of the procedure.

### 4.04 Grievance Procedure

4.0401 Step One. A grievant shall have the right to lodge a written grievance with the employee's building principal or the appropriate administrator.

If the action which is the basis of said grievance occurs during the summer break between school years, the member shall have 25 days after he/she became or should have become aware of said action to file a written grievance. A grievance occurring any other time shall be filed within 25 days of the occurrence of the act or condition which is the basis of said grievance. Failure to file a grievance within the time provided herein shall constitute a waiver of right to file a grievance and said grievance shall be void.

- A. The written grievance shall be recorded on Appendix A and shall contain a concise statement of the facts upon which the grievance is based with a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied.
- B. A copy of such grievance shall be filed with the superintendent and/or with the Human Resource Executive Director.
- C. The grievant shall have a hearing before the building principal. The grievant shall be advised in writing of the time, place and date of the hearing which shall be within seven (7) days of the principal's receipt of the grievance. The hearing between the grievant and principal shall involve those two parties only, unless either party requests to be accompanied by a representative of his/her choice.
- D. The building principal shall take action on the written grievance within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the superintendent and/or the Human Resource Executive Director and the Association Grievance Chair.

4.0402 Step Two: If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Human Resource Executive Director.

- A. Failure to file such appeal within seven (7) days of the receipt of the written memorandum of the principal's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void.
- B. A hearing shall be conducted by the Human Resource Executive Director, within seven (7) days after receipt of the appeal. The grievant and the Association shall be advised in writing of the time, and place of the meeting. A representative of his or her choice shall be present. The Association and the Administration shall provide each party with the names/titles of those who will be in attendance at the meeting.
- C. The Human Resource Executive Director shall take action on the appeal of the grievance within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the building principal and the association.

- 4.0403 Step Three: If the action taken by the Human Resource Executive Director does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent (may designate the Assistant Superintendent) following the procedures as outlined in Step 2 above.
- 4.0404 Step Four: If the grievant is not satisfied with the decision at step three, the Association may appeal the decision to arbitration within seven (7) days of the receipt of the Superintendent's (or Assistant Superintendent if designated) decision.
- A. The notice of appeal at step four shall be filed with the Treasurer of the Board. Failure to file such an appeal within seven (7) days of the receipt of the Superintendent's action on said action shall be deemed a waiver of the right to appeal and the grievance shall be void.
  - B. The parties shall request a list of arbitrators from the American Arbitration Association. The arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association, except as herein modified. If no arbitrator is mutually acceptable from the list supplied by the American Arbitration Association, an additional list or lists will be requested.
  - C. The arbitrator shall conduct a hearing and receive such evidence as testimony as he/she deems proper. Such hearing shall be held at the earliest time mutually convenient to the Association, the Board and the Arbitrator.
  - D. Within thirty (30) days of the hearing of the grievance, the arbitrator shall issue his/her written report and recommendations. The report shall be transmitted simultaneously to the Association and the Board.
  - E. The decision of the arbitrator shall be final and binding on the Board, the grievant(s), and the Association. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her. The arbitrator shall have no power to add to, subtract from, change, modify or amend any of the terms and provisions of this agreement, or any other written agreements between the Board and Association.
  - F. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings. Each party, however, shall be responsible for the fees and expenses of its representative.

#### 4.05 **Miscellaneous Provisions**

- 4.0501 A member who participates in this grievance procedure shall not be subject to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the member's personnel folder.
- 4.0502 Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses to be present. When possible the hearing will be held after regular school hours or during non-teaching time of the personnel involved. When such hearing and conferences are held at the option of the administration or the Arbitrator during school hours, all employees whose presence is required shall be excused with pay for that purpose.
- 4.0503 It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.
- 4.0504 All grievances may be withdrawn at any level without prejudice. In the case of grievances filed by individuals, the member involved has the right to withdraw the grievance at any time.

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### **ARTICLE V – ASSOCIATION RIGHTS**

- 5.01 The Association shall be granted the following organizational rights as the sole and exclusive bargaining agent of the instructors employed by the Board:
- 5.0101 To enter into collective bargaining discussions with the Board in accordance with the provisions of the contract.
  - 5.0102 Use of all faculty bulletin boards in faculty area(s).

- 5.0103 The Association may use the school mail system and email network for distribution of Association materials to members of the bargaining unit.
- 5.0104 Upon approval of the building principal, the Association may use school buildings in the District for meetings. Use of the facilities shall not be unreasonably denied.
- 5.0105 The Association may use the school duplicating equipment for the purpose of reproducing materials. The Association agrees to pay the cost of all materials used and to reimburse the District for any damage to the equipment caused by its misuse.
- 5.0106 The principal or his/her designee shall make announcements requested by the Association over the public address system.
- 5.0107 The Board policy and the contract including all active Memoranda of Understanding (MOU's) will be available on the District intranet/internet website.
- 5.0108 The Board will provide the Association president with a copy of the entire Board meeting agenda(s) including all appendices and a copy of all Board minutes.
- 5.0109 The Association shall be provided the names, addresses and telephone numbers of all bargaining unit members upon request.
- 5.0110 The official agent and spokesperson for the Association for all purposes shall be the president of the Association unless otherwise designated in writing.
- 5.0111 The member of the bargaining unit shall have the right to representation of his or her choice at all meetings which are likely to result in a reprimand and are disciplinary in nature. Except under extreme and/or unusual circumstances, the meeting shall be held within one week of the date requested.
- 5.0112 Members of the bargaining unit shall have the right to engage in concerted activities for the purpose of collective bargaining and for other mutual aid or protection. These rights allow members of the bargaining unit to organize, to bargain collectively and to engage in other activities designated to protect their working conditions without reprisal.
- 5.0113 Members of the bargaining unit living within the District will have the opportunity to enroll their children in the school of their choice in accordance with Board Policy.
  - A. Members will be notified of the enrollment process when the enrollment period begins. Dates for the enrollment process will be added to the district calendar of events and enrollment forms will be available at the enrollment center.
  - B. Member's children will automatically be accepted for enrollment if the timeline of the District and the policies of the Board are followed unless enrollment at their requested building and/or program is at capacity.

**5.02 Payroll Deductions**

- 5.0201 The Board shall provide through its treasurer, payroll deductions of the matters listed below as a service to the members.
  - A. State, national and local income taxes
  - B. Retirement
  - C. Premiums for insurance purchased through the District
  - D. Association dues
  - E. Tax sheltered annuities – if fifteen (15) or more employees request the same annuity in accordance with 9.91 of the Ohio Revised Code
  - F. United Way donations
  - G. Credit union
  - H. Political contributions
  - I. Tax-deferred purchasing of retirement service credit
  - J. A mandatory employee 403(b) for retiring employees 55 years of age prior to retirement
  - K. A 457 Deferred Compensation Plan
  - L. Other approved payroll deductions at the request of the employee
- 5.0202 Members of the bargaining unit shall have the privilege of payroll deductions of organizational dues for the Association and its affiliates.

- A. Members shall sign an authorization form requesting payroll deduction of any and all dues and assessments of the Association and its affiliates. Payroll deductions shall begin on the first pay in October and continue for ten (10) months on the first and second pay of each month.
- B. Such authorization shall continue in effect until such time that said member gives written notice to the treasurer of the Board to discontinue such deductions or employment with the Board terminates.
- C. Those members who join after November 1 of any school year shall have their dues deducted in equal amounts divided over the remaining payrolls of the school year in which they joined the Association.

**5.0203 Fair Share Fee**

- A. Payroll Deduction of Fair Share Fee — The Board shall deduct from the pay of all full-time employees in the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such nonmembers during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining. Each year thereafter, payroll deduction for fee payers will commence on the second payroll of January.
- B. Notification of the Amount of Fair Share Fee — Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association for full-time employees and one-half (1/2) dues for part-time employees except casual, daily rate substitutes, shall be transmitted by the Association to the treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- C. Schedule of Fair Share Fee Deductions
  - 1. All fair share fee payers — Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until sixty (60) days after initial employment.
  - 2. Upon termination of membership during the membership year — the treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction
- D. Transmittal of Deductions — The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- E. Procedure for Rebate — The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the revised code and that a procedure for challenging the amount of the representation fee has been established and will be given to each fair share member of the bargaining unit of the Association. Such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions for the United States and the State of Ohio.
- F. Entitlement to Rebate — Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- G. Indemnification of the Employer — The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - 1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
  - 2. The Association shall reserve the right to designate counsel to represent and defend the employer;
  - 3. The Board agrees to: (a) Give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (b) Permit the Association or its affiliates to intervene as a party if it so desires, and/or; (c) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in action;
  - 4. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- H. Nothing in this article shall inhibit or interfere with the rights of any employees objecting to the payment of association dues or fair share fees based on religious grounds. The rights of such members shall be resolved under the provisions of Section 4117.09(C) of the Ohio Revised Code, allowing for the contribution of an equivalent amount to a charitable organization.
- I. Arbitrations under the Association's rebate procedure concerning fair share fee objections shall be held outside regular school hours.

**5.03 Association Release Time**

- 5.0301 The Association president or his/her assigned designee(s) may attend Association related activities and shall not be unreasonably denied. Officially elected delegates/alternates may attend the OEA representative assembly.

- 5.0302 The Board is not obligated for any expenses.
- 5.0303 The Association president or president's designee shall be allowed release time in order to participate in impasse, grievance and arbitration hearings.

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### ARTICLE VI – REDUCTION IN FORCE

**Any exception to the recall procedures below must be mutually agreed upon by an MOU between LEA and the Board.**

- 6.01 If, in the sole judgment of the Board, it determines to make a necessary reduction in force which may result in either (a) reducing the number of teachers employed by the district or (b) reducing the full-time equivalency of a teacher employed by the district for any reason including, but not limited to, those reasons set forth in 3319.17 of the Ohio Revised Code, then the following procedures shall be utilized when making that reduction:
- 6.0101 Reduction shall be made through attrition to the extent possible.
  - 6.0102 If further reductions are necessary, limited contract members shall have their contracts suspended in accordance with seniority within the areas of teaching certification.
  - 6.0103 If further reductions are necessary, continuing contract members shall have their contracts suspended in accordance with seniority within the areas of teaching certification.
- 6.02 **Laid-off** members shall be placed on a recall list.
- 6.0201 If a vacancy occurs in a teaching position and certification area for which a laid-off member is certified and the laid-off member has taught within that certification during the last five (5) years, then those members meeting the qualifications for the vacancy as set forth above shall be recalled in the following order:
    - A. Qualified continuing contract members in order of seniority.
    - B. Qualified limited contract members in order of seniority.
  - 6.0202 If there are no laid-off members who meet all of the qualifications set forth above to be eligible to fill the vacancy, but there are laid-off members who are properly certified to fill the vacancy, then those members who are properly certificated to fill the vacancy will be offered the vacant teaching position before a new employee is hired to fill same.
  - 6.0203 A member shall remain on the recall list for two (2) school years. At the end of the two (2) year period, the Board has no further obligation under this contract to the member.
  - 6.0204 Any Member who is qualified for a vacant position and who refuses to accept a teaching position offered by the Board for which they are qualified shall be removed from the recall list and the Board's obligation under this contract to that member shall be terminated. Members who are certified for a vacant position, but do not meet qualifications for same under this provision shall have the right to refuse a vacant position for which they are not qualified, without loss of recall rights.
  - 6.0205 The Board has fulfilled its responsibility herein by sending a written offer for a job vacancy to a member on the list by certified mail and email at the last known address given by the member. Unclaimed, refused or non-deliverable notices as well as failure to respond within ten (10) calendar days shall constitute refusal of the vacancy.
  - 6.0206 Members on layoff shall be permitted to remain on the Board insurance plans provided the employee pays 100% of the cost of the premiums for said insurance to the treasurer in advance each month.
    - A. The Board shall assume no responsibility for any cancellations of insurance coverage and its responsibility hereunder shall end if the member obtains other employment.

## ARTICLE VII – NOTIFICATION OF VACANCIES AND TRANSFERS

### **7.01 Posting of Vacancy**

- 7.0101 Vacancy shall mean any position that was previously held by a member or any new position created by the Board or any position for which members may be qualified and as the Board determines will be filled.
- 7.0102 All vacancies shall be posted in each building for a period of no less than five (5) days.
- A. All posting shall include, in addition to the information concerning building, grade level and/or department, all necessary information concerning the certification and/or licensure which is required and any specific qualifications deemed necessary in order to be considered for the position.
  - B. A currently employed member who requests a transfer will be considered.
  - C. When a position is filled using internal candidates, interviews may be conducted in person and/or over the phone.
  - D. No posting is required when a part-time position is increased in time or made a full-time position. The part-time member may be offered the full-time member opening but may request a voluntary transfer to another part-time position when such is posted.
  - E. On or before May 1 of each year, known vacant positions shall be posted in each building for the next school year.
  - F. During the summer, vacancies shall be prominently posted at the administration office as they become known.
  - G. Vacancies occurring after July 10<sup>th</sup> will be posted and regularly contracted members may apply for these vacancies but will no longer be given preference. External candidates hired during this time will be hired on an expiring contract as one (1) year Long Term Substitutes.
  - H. Vacancies occurring after August 10<sup>th</sup> may be filled without posting. External candidates hired during this time will be hired on an expiring contract as one (1) year Long Term Substitutes.
- 7.0107 Members who desire to fill a vacancy as defined above, shall, within five (5) days of the initial posting, complete the online application.
- 7.0108 No new members will be placed in any position until all transfer requests have been reviewed and the teachers placed or rejected.

### **7.02 Voluntary Transfers**

- 7.0201 Bargaining unit members may apply for vacant positions by completing the online application during the posting period and applying for the posted job.
- 7.0202 Applications on file in the Human Resource office shall be considered before any outside applicants are considered. Applicants who are members shall be notified if they are no longer being considered. In the event an LEA officer or an applicant requests written notification of the reason why the member was not awarded the vacant position, the member and/or an LEA officer will be provided written reasons why the applicant was not awarded the vacant position. The reasons shall be educationally valid and shall not be arbitrary or capricious.
- 7.0203 In the event that no candidate meets the licensure requirement of the posted position, interviews may be granted to candidates who are pursuing the required licensure.

### **7.03 Involuntary Transfers**

- 7.0301 Involuntary transfers will be made as necessary by the Board when adding or reducing positions and when it is considered to be in the best interests of students and members. Certification will be the only factor considered for involuntary transfers. Involuntary transfers shall be made for educationally valid reasons and shall not be arbitrary or capricious.
- 7.0302 Except in unusual and/or emergency circumstances, member(s) to be involuntarily transferred shall be informed. If requested, a conference with an administrator will be held.
- 7.0303 Members shall not be transferred for disciplinary reasons without the procedures listed below being followed:
- A. A member having particular problems will be advised of the problems in a conference with the building principal and, if requested by the member, an Association representative of his/her choice. The problems

will be outlined and guidelines given on how the problems can be alleviated. Both the problems and guidelines will be given to the member in writing.

- B. Follow-up conferences will be held with the member and principal to assess whether or not progress has been made in improving the situation.
- C. If little or no progress has been made toward correcting the problems at the building level, a conference will be held with the Superintendent or his/her designee and, if requested by the member, an Association representative of his/her choice.
- D. If requested by the member, he/she will be given an opportunity to address the Board in executive session before Board action.

#### **7.04 Transfers Due to Redistribution of Students**

- 7.0401 Members who require reassignment due to redistribution of the student population will be assigned prior to postings for voluntary transfer requests.
- 7.0402 Transfers of members due to redistribution of students which occur prior to postings will be by current teaching assignment (grade level or department).
- 7.0403 For the purpose of this section, a member in a currently-split assignment will be considered as a member in each assignment if the assignment is affected by the redistribution of students (e.g., [a] an elementary member of a split class with two grade levels will be considered a member at each grade level and [b] a secondary member in two different subject areas will be considered a member of each subject area).
- 7.0404 Request(s) for voluntary transfers prior to posting will be in the order of most senior member(s) first.
- 7.0405 If the least senior member(s) (among those in the current assignment) does not request a voluntary transfer, involuntary transfer of that least senior member(s) will result.

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### **ARTICLE VIII – PERSONNEL FILES**

- 8.01 The official personnel file of each member shall be housed in the Human Resource office although copies of portions of these files may be maintained elsewhere. The contents of these files shall be considered confidential and shall be shown to the public only to the extent required by the Ohio Sunshine Laws.
- 8.02 Members shall have access to their personnel files, upon request, during office hours. File inspection shall be in the presence of a member of the administrative staff. The administrator may waive his/her requirement to be present during the member's inspection of his/her file. The member may be accompanied by a representative of his/her choice when reviewing the file and obtain copies of material in his/her file. The member may be charged a reasonable fee for copies requested by him/her.
- 8.03 In the event a request is made to review a personnel file by someone other than the employee, association representative, or the administration, the member whose file is being reviewed will be notified prior.
- 8.04 No material may be placed into an individual's personnel file without his/her knowledge.
- 8.05 Anonymous complaints shall not be placed in a member's file or become matter of record.
- 8.06 The member may make a written response at any time to any material in the file and said response shall be attached to said material.
- 8.07 Nothing herein shall limit or minimize the rights which the member has pursuant to Chapter 1347 of the Ohio Revised Code.

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### **ARTICLE IX – EVALUATION**

#### **MOU for OTES for 2014-2015 School Year**

As the parties transition from the current evaluation model to the OTES model as required by Ohio Revised Code 3319.111 and 3319.112, the attached MOU on evaluation procedure will be used for the 2014-2015 school year. (MOU Number 3)

Members who do not have students more than 50% of the time will be evaluated using the performance section of the OTES model only.

**Language listed below is not in effect during the MOU.**

The member evaluation program in Lakota consists of three phases. They are designed to provide beginning and veteran professionals developmentally appropriate support. All three phases are based on the Nineteen Performance-based Standards rubric which henceforth will be referred to as the Rubric (See Archive Appendix A).

**9.01 The purpose of the Evaluation is:**

- 9.0101 To assess a members work performance
- 9.0102 To help the member achieve greater effectiveness in performance of the work assignment and thereby improve the districts instructional program as reflected in the nineteen components of classroom performance as articulated in the Rubric.
- 9.0103 To constitute the basis for personnel decisions, including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.

**9.02 Procedures for Evaluation**

**9.0201 Evaluator**

Evaluation must be conducted by a person under contract with the Board as an administrator and who holds a certificate of superintendent, local superintendent, assistant superintendent, or principal. The evaluator shall not be a member of the bargaining unit.

Under unusual circumstances, the evaluator may include a person holding a certificate of superintendent, local superintendent, assistant superintendent, or principal who is (a) under contract with the Butler County Office of Education, (b) assigned by the Butler County Office of Education full-time to the Lakota Local School District, and (c) assigned by the Lakota Local School District full-time to a position as building administrator. It is further agreed that any member assigned such individual specified in the paragraph above as an evaluator for a given year may request, following the first evaluation of the year, that the second evaluation be completed by an administrator meeting all requirements of this section and under contract with the Lakota Board of Education.

**9.0202 Orientation**

No later than October 1 each year, or in the case of a new member within a reasonable length of time from the first day worked, each member shall be notified of the name and position of the evaluating supervisor. The member shall also be informed at his time of the evaluation Phase to be used.

A member newly employed or reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within a reasonable length of time after the appointment of the assignment (within 30 days).

**9.0203** Members on limited contracts will be evaluated on Phase I or Phase II/III during the year their contract expires. The evaluation cycle may be revised in any year for a member entering a new assignment. Each limited contract member during the year that his/her contract expires shall be provided with a written evaluation by January 10. In addition, the member may receive a second written evaluation provided to the member on or before April 10.

**9.0204** Members on continuing contracts will be evaluated on Phase II/III no less than once every three (3) years. The evaluation cycle may be revised in any year for a member entering a new assignment. The written evaluation shall be provided to the continuing contract member no later than May 24<sup>th</sup> of the year in which he/she is evaluated.

**9.0205 Criteria for Evaluation**

A member shall be evaluated on criteria set forth in the evaluation instrument approved by the district committee on member evaluation or in a form of the instrument containing the same language but computer-generated in whole or in part. The basis for all evaluations shall be the Rubric agreed upon by the LEA and the Board. Ratings, summative comments and recommendations must be related to each other, substantiated with evidence and linked to the specific components of the rubric.

**9.0206** All monitoring or observation of the work performances of a member shall be conducted openly and with full knowledge of the member.

**9.0207 Phase I Evaluation**

**A. Phase I Eligibility –**

The purpose of Phase I evaluation is to assess and enhance the classroom instruction of members based on all of the nineteen performance-based standards of quality teaching as articulated by the Lakota Education Association and the Lakota Board of Education (the Rubric).

1. All entry-year members will be placed in Phase I for a minimum of three (3) years.
2. All members new to the district with prior experience will be placed in Phase I for a minimum of two (2) years.
3. Members eligible for continuing contract will be evaluated according to either Phase I or Phase II, as appropriate, during the year of eligibility.

**B. Phase I Process –**

1. Members on limited contracts will be evaluated during the year their contract expires. Each limited contract member, during the year that his/her contract expires, shall be observed at least twice prior to January 1 with each observation lasting at least thirty (30) minutes and shall be provided a written evaluation incorporating these two observations and appropriate Domain I and IV documentation by

January 10. The emphasis during each classroom observation will be on Domains II and III as outlined in the Rubric.

2. Evidence for Domains I and IV should come from a variety of balanced sources. Members may submit evidence of their professional performance in Domains I and IV to their evaluator during the course of the school year. In addition, the member may be observed two more times with each observation being at least thirty (30) minutes in length and occurring following receipt of the initial written evaluation and by March 31 with a second written evaluation being provided to the member on or before April 10.
3. A pre-conference will be held prior to the first observation of each evaluation cycle. Each classroom observation shall be followed by a post-conference between the observer and the member within a reasonable time after the observation. During the post-conference, positive points shall be discussed as well as areas of concern, if any, along with specific suggestions for improvement to be made. Each member shall receive a written copy of a classroom observation report.
4. Task Improvement Plans –  
A member experiencing difficulty observed or identified during the formal evaluation process will be advised of the area(s) of concern in a conference with the evaluating administrator. When constructing a written Task Improvement Plan the following process will be used.
  - a. The administrator will outline Performance Goals and concern area(s) linked to the Rubric.
  - b. The administrator and member will collaboratively define the Plan of Action.
  - c. The administrator will define the indicators of Success, which will be linked directly to the Rubric.
5. No later than January 10, a copy of the formal written evaluation report for the Members' annual evaluation shall be given to the Limited contract member and a conference shall be held between the member and the evaluator.
6. No later than April 10, a copy of the formal written evaluation report for the member's second annual evaluation shall be given to the limited contract member and a conference shall be held between the member and the evaluator.
7. The performance evaluation of a member shall be based upon the observations of the performance strengths of the member evaluated as well as performance deficiencies, if any. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the member to verify notification to the member that the evaluation will be placed on file, but the member's signature should not be construed as evidence that the member agrees with the contents of the evaluation report. The final evaluation report shall be placed in the members personnel file at the central office.

#### 9.0208 Phase II and III Evaluation

##### A. Phase II Eligibility –

1. The member may be moved from a Phase I evaluation to a Phase II evaluation upon meeting either "a" or "b" below and meeting both parts of "c" below.
  - a. In district minimum of 3 years if previously on limited contract or
  - b. In district minimum of 2 years if previously on continuing contract and
  - c. Successful completion of Phase I, including: Supervisor recommendation and no mark below proficient.
2. Following recommendation for movement from Phase I to Phase II, a Phase I evaluation shall not be an option.
3. The member eligible for consideration for continuing contract status will be evaluated according to either Phase I or Phase II during the year of eligibility for consideration.

##### B. Phase II Process –

The purpose of Phase II is to promote continued growth and development of Lakota's experienced members who will individually or collaboratively design a professional growth plan based on one or more of the nineteen performance-based standards of quality teaching as articulated by the Lakota Education Association and the Lakota Board of Education (the Rubric).

1. Phase II is designed to provide members who have met the requirements of Phase I with the opportunity to focus professional growth activities and annual assessment on one or more of the nineteen performance-based standards of quality teaching. Members will identify one to three components of professional performance goals, mutually agreeable to the teacher and to the evaluator. Teachers will be responsible for describing the activities or strategies they plan to employ in pursuing the goals, as well as, appropriate indicators of success.
2. A minimum of three conferences (planning, checkpoint and assessment) will set the context in which teacher and evaluator have the opportunity to discuss the teacher's goals, action plan and indicators of success.
  - a. The planning conference will be scheduled at a time mutually agreeable to the member and to the evaluator but must be completed no later than October 15 of the school year in which the goals are to be pursued.

- b. Checkpoint conference(s) is/are for confirmation of progress and opportunity for further member and evaluator collaboration about the members' activities or strategies. At least one checkpoint conference must occur by March 1.
  - c. The assessment conference provides the context in which the member and the evaluator meet to discuss the members' reflection and the extent to which the indicators of success have been achieved.
3. The evaluator is responsible for assessing the members' success in achieving the stated goals by writing a narrative assessment which includes evidence for the assessment. The member has the opportunity to respond to the evaluator's statement.
- C. Phase III Placement –  
The member may be moved from a Phase II evaluation to a Phase III evaluation based on documented specific performance concerns or issues related to any of the domains or criteria in the evaluation process and the Rubric.
- D. Phase III Process –  
Through Phase III evaluation, it is intended the member and the evaluator will collaborate toward making a positive change in performance. Throughout a Phase III evaluation, Phase II plans may remain intact or may be temporarily set aside until the performance concerns or issues have been resolved. Phase III evaluation may occur at any of three levels, in progression:
- 1. Awareness level Phase III evaluation is based on written documentation of the evaluator's specific performance concerns with evidence related to the evaluation rubric. The member and the evaluator will collaboratively develop expectations, indicators of success and deadlines for improvement. Successful completion of the awareness level results in return to the Phase II evaluation. Failure to successfully complete the awareness level results in movement to the assistance level, and it is recommended the member contact the LEA for support.
  - 2. Assistance level Phase III evaluation requires a written Task Improvement Plan with specific interventions, expectations for performance and indicators. The Task Improvement Plan must be tied directly to components from the rubric that need improvement. It is evaluator driven but developed collaboratively by the member and the evaluator. The plan must include a list of resources including the possibility of convening a mutually agreed upon team of educators in an assistive role. The Phase II evaluation process is set aside during the assistance level Phase III evaluation. Successful completion of the assistance level Phase III evaluation results in return to the Phase II evaluation. Failure to successfully complete the assistance level Phase III evaluation results in movement to the contractual level Phase III evaluation.
  - 3. Contractual level Phase III evaluation is to address ongoing performance concerns and/or serious issues that require immediate progression to this level. The result of this level is a decision regarding the member's employment contract following Ohio Revised Code and this master agreement.

9.0209 An evaluator may observe/evaluate at any time a member who is having professional difficulties as listed and stated in the established evaluation criteria set forth in the member evaluation instrument approved by the district committee on member evaluation.

A member having particular problems observed or identified during the formal evaluation process will be advised of the problems in a conference with the building principal. The problems will be outlined and guidelines given on how the problems can be alleviated. Both the problems and guidelines for improvement will be given to the member in writing and shall include a reasonable length of time for improvement.

An evaluator shall offer specific suggestions to guide the member toward the solution of the professional difficulty. Such suggestions may include, but are not limited to:

- A. Demonstration in actual classroom situation.
- B. Direction of the member toward a model for emulation, allowing opportunities for observations.
- C. Initiation of conferences between evaluator, observer(s), member, and appropriate director(s) of instruction to develop plans directed toward improvement of classroom performance.
- D. Guidance of the member toward workshops.

9.0210 A member may request a formal observation at any time in addition to those required by this procedure.

9.03 **Finalization of Evaluation**

9.0301 **Written Evaluation**

No later than January 10, a copy of the formal written evaluation report for the members annual evaluation shall be given to the limited contract member and a conference shall be held between the member and the evaluator. No later than April 10, a copy of the formal written evaluation report for the members second annual evaluation shall be given to the limited contract member and a conference shall be held between the member and the evaluator.

9.0302 **Completion of Evaluation Process**

The performance evaluation of a member shall be based upon the observations of the member's performance and shall acknowledge the performance strengths of the member evaluated as well as performance deficiencies, if any. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the member to verify notification to the member that the evaluation will be placed on file, but the

member's signature should not be construed as evidence that the member agrees with the contents of the evaluation report. The final evaluation report shall be placed in the members personnel file located in the central office.

**9.0303 Response to Evaluation**

The member 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 members personnel file. A copy signed by both parties shall be retained by the member.

- 9.04 In special situations the Board, in its sole discretion, may exercise its statutory authority in the non-renewal of a limited contract without the necessity of following or completing the procedure outlined above. Special situations shall not include classroom performance where there has been sufficient time prior to April 30<sup>th</sup> to complete this procedure. Special situations shall not include a non-renewal for reduction in force purposes.
- 9.05 If the superintendent recommends contract non-renewal for limited contract members, the procedures set forth in section 3319.11 of the ORC shall be followed. For termination of a member's contract for cause, section 3319.16 of the ORC shall be followed. It is further understood that in no case shall this provision be interpreted as contract language.
- 9.06 It is agreed that this evaluation procedure shall supersede and replace the procedures set forth in 3319.111 of the Ohio Revised Code and to the extent that this provision is in conflict with 3319.111 of the ORC, this provision shall be controlling.
- 9.07 The member of the bargaining unit shall have the right to representation of his or her choice at all meetings which are likely to result in a reprimand and are disciplinary in nature. Except under extreme and/or unusual circumstances, the meeting shall be held within one week of the date requested.
- 9.08 Other deficiencies regarding the member's failure to adhere to work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the member within a reasonable length of time after the deficient performance occurs and in accordance with Article VIII of this contract.
- 9.09 Failure to follow the evaluation procedures as set forth in sections 901, 9.0201, 9.0203, 9.0205, 9.0208, and 9.0301 of Article IX shall require the reemployment of the member as per 3319.11 of the ORC.

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**ARTICLE X – COMPLAINTS, FACT FINDING AND DISCIPLINE**

An employee may be disciplined, including suspended and/or terminated, for just cause, for one or more of the reasons described in the Ohio Revised Code.

- 10.01 The parties agree that discipline should only be administered when appropriate and shall be constructive and/or remedial. Accordingly, and depending upon the nature of the offense, an employee shall be verbally warned about conduct which could lead to more formal disciplinary action. Thereafter, and depending upon the nature of the offense and the circumstances, the Board agrees that an employee shall not be suspended for an offense until the employee has received a written reprimand for the same offense, and an employee will not be terminated for an offense unless the employee has been suspended for the same or a similar offense; provided, however, that the Superintendent or Executive Director of Human Resources may accelerate disciplinary measures to any step, if the gravity of the offense warrants such immediate action.

- 10.0101 The Board will not intentionally discriminate against or between employees covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual orientation, physical characteristics or disability, or place of residence.

**10.02 Complaints**

It is the intent that complaints be resolved privately among the complainant and the staff member. Any administrator or member of the Board receiving a complaint will, within a reasonable time, refer the complainant to the staff member involved. Any complaints which cannot be resolved privately among the complainant and staff member must be directed to the staff member's immediate supervisor (administrator). A meeting involving the school official, the staff member and the complainant may be held to professionally resolve the problem.

- 10.0201 Nothing herein shall prohibit the complainants from meeting with or making a complaint directly to an administrator. In the event the complainant refuses to meet with the employee, the administrator will meet with the employee before taking any further action and provide the employee with the allegations of the complaint. The employee will be given time to respond and provide his/her position on the matter.

## 10.03 Progressive Discipline

In addition to the procedures set forth by law, the superintendent or designee, may issue a verbal warning, oral reprimand, written reprimand or recommend a suspension without pay.

### Step 1 Verbal Warning

It is expected that most offenses will be addressed through a verbal warning which is step one (1) in a progressive disciplinary process. Anonymous complaints shall not be used to support disciplinary action. This warning is delivered verbally by the supervisor with no written record of it appearing in an employee's personnel file. This warning is not subject to the grievance procedure and is meant to prevent the need for a more formal reprimand in the future.

### Step 2 Fact-Finding Conference

Before an employee receives a reprimand placed in his/her personnel file, or before an employee receives a recommendation of a suspension without pay:

- A. The employee shall have a fact-finding conference during which time the circumstance(s) shall be explored; and
- B. The employee shall be notified in writing of the purpose of the fact-finding conference using Appendix B and the right to an Association representative of his/her choice. Except under extreme and/or unusual circumstances, the meeting shall be held within five (5) days unless a mutually agreeable time is set.

### Step 3 Disciplinary Conclusions

Disciplinary conferences may be held either at the administration building or at the school. The employee shall receive at least five (5) days' notice of the conference.

The disciplinary conference shall precede the discipline as stated above except in extreme circumstances where removal from duties may need to precede such conference.

#### a. Oral Reprimand

This is a formal step in a progressive disciplinary process, usually following a verbal warning. It is a reprimand delivered orally by the supervisor but documented in writing using Appendix C. The written documentation of an oral reprimand shall become a part of the employee's personnel file. An employee's response may be attached. At the request of the bargaining unit member, all copies of documentation of an oral reprimand shall be returned to the member after two years without an occurrence similar to the occurrence which originally resulted in the oral reprimand.

#### b. Written Reprimand

This is a formal step in a progressive disciplinary process beyond or in follow-up to the oral reprimand. A written reprimand is always reduced to writing using Appendix D and a copy of the written reprimand shall become a part of the employee's personnel file. An employee's response may be attached.

#### c. Suspension and Termination

In situations of extreme gravity or repeated failure to adhere to policy and/or directives, the superintendent may suspend an employee without pay for up to five (5) days.

Before a suspension of an employee becomes effective, the employee shall be notified of the reason for the proposed disciplinary action, and a hearing may be held at which time the employee may respond to the proposed disciplinary action. In the case of suspension, the hearing may be before the Superintendent.

If the disciplinary conference results in an administrative recommendation of termination the affected employee shall have the rights afforded him/her under state law.

In the case of termination, the public hearing shall be before the Board of Education. At such hearing, the member affected may be represented by a representative of the Association. In the event the proposed disciplinary action is termination, the employee may be suspended with pay from the date of receipt of notice of the proposed termination until the Board takes action, following the meeting provided for herein, on the proposed termination.

Reprimands, discipline and the reasons for said discipline shall be subject to the grievance procedure.

## ARTICLE XI – LABOR MANAGEMENT COMMITTEE (LMC)

### 11.01 Labor Management Committee

11.0101 In an effort to further a good working relationship between the parties, a Labor Management Committee (LMC) shall be formed to investigate, study and discuss solutions to mutual problems affecting labor relations.

11.0102 Representation on this committee shall be appointed by the Executive Director of Human Resources and LEA President:

Assistant Superintendent  
Executive Director of Human Resources  
Director of Human Resources  
Rotating members necessary for the discussion at hand  
Ex Officio: Board Counsel

For the Association:

President  
Vice President(s)  
Negotiation Chair  
Rotating members necessary for discussion at hand  
Ex Officio: OEA Representative

Future additions, ground rules, rotation of members, and training will be at the discretion of the Labor-Management Committee.

11.0103 The committee shall be co-chaired by the Executive Director of Human Resources and the LEA President.

11.0104 The Association and the district will prepare minutes of the meeting. Before distribution, both parties shall review the minutes.

Neither the written summaries of minutes, the minutes of any meeting, nor the comments of any participant shall be used in any grievance, arbitration or any other type of proceeding.

11.0105 The chairperson shall recognize a motion by either party to table a topic for further study.

11.0106 Meeting Schedule and Agenda

Meetings shall be held once a month during the school year. An agenda shall be mutually agreed upon. A specific day and time shall be agreed to for future meetings. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

11.0107 General Guidelines

A. While it is the intent that the LMC is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on any topic. No agreement can change any item in the contract, but may be used to clarify or produce implementation of guidelines.

B. No grievance shall be discussed; however, topics that could lead to grievances may be discussed.

C. Where agreement is reached by the LMC on a topic, it will be reduced to writing.

### 11.02 Faculty Advisory Committee

11.0201 There shall be a Faculty/Staff Advisory Committee established in each building which shall be co-chaired by the LEA Building Chairpersons and the Building Principal. The building principal shall be a member of the committee.

11.0202 LEA shall have representatives on the Faculty Advisory Committee in a ratio of one (1) LEA representative for each fifteen (15) members, or fraction thereof, provided that in each building the LEA shall be entitled to a minimum of three (3) LEA representatives. Such representatives shall be elected by their respective faculties.

11.0203 The intent of the committee is to improve communications between staff and administration in regard to building problems and programs and to improve the educational effectiveness of the building. The Faculty Advisory Committee shall meet at least once a month during the school year to discuss matters of common interest in the building, such as educational programs, community relations, student relations, scheduling of duties, discipline, in-service, open house, members

preparation period, maintenance, supplies, etc. A schedule of regular meetings, shall be established and an agenda of matters to be considered at the regular meetings shall be distributed to the building staff at least twenty-four (24) hours before any regular meeting. Special meetings may be scheduled when necessary.

Members may anonymously submit items of concern which they wish placed on the agenda to any member of the Faculty Advisory Committee prior to the establishment of the agenda.

- 11.0204 Training will be provided to available members of the Faculty Advisory Committees on the district in-service days and as agreed by the parties.
- 11.0205 Minutes of all meetings shall be kept in a prescribed format, and made available to the building staff, the LEA President, and the Human Resources Executive Director All meetings are to be open so that any person represented by the bargaining unit or any administrator can attend as an observer.

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## ARTICLE XII – WORKING CONDITIONS

- 12.01 The number of days in a member's annual contract will be one hundred eighty four (184) days. On days which school is delayed or cancelled due to a calamity the workdays shall not be made up unless required under Ohio law.
  - 1. Members will be given 1 year contracts until such time as the Board wishes to offer a 2 year contract.
  - 2. Members are solely responsible for notifying the Board of their eligibility for continuing contract. Prior to 4:00 P.M. on the last Friday in October of each school year, the member will submit in writing to the Executive Director of Human Resources, a request for consideration for continuing contract using the form in Appendix K. No consideration for continuing contract will occur without timely notice being received.
  - 3. Members shall attend four evening parent conferences not to exceed three and one half hours (3 ½) in length each as scheduled by the district. Conferences are compensated with equal time off on the Wednesday prior to Thanksgiving break and the Friday prior to President's day or as mutually agreed upon between the District and the LEA. The Friday before Presidents' Day may be also scheduled as a calamity make-up day for students.
  - 4. Members who instruct performing arts courses shall schedule up to three (3) after school concerts per year in lieu of attending three (3) parent conference nights.

### Extended Contract Days

Any member who is asked to work extended contract days at the request of the administration will be compensated \$202.50 per day or fraction thereof. Members have the right to decline such days.

If a member is assigned to work extended contract days at the direction of the Executive Director of Human Resources, the member shall be compensated at their per diem rate or fraction thereof.

### In-Service Days

- 1. At least three (3) seven and one-half (7-1/2) hour in-service days will be provided at the beginning of the school year before the students first day of school.
  - a. During these in-service days, members will have no less than 50% of each day or the equivalent of each day shall be set aside for dedicated time to work independently.
  - b. If there are more than one (1) day scheduled in a row the member shall have the equivalent of 50% set aside for dedicated time to work independently.
- 2. One seven and one-half (7-1/2) hour in-service day will occur at the end of the first and second semesters. During these in-service days, members will have no less than 50% of each day.
- 3. In the event that the two professional development days are not approved by the State of Ohio, there will be no restriction on the placement of in-service days.

## 12.02 School Calendar

- 12.0201 It is recognized by the parties that the responsibility for setting or amending a school calendar is vested with the Board.
- 12.0202 The Association shall be included in the planning of the District calendar.

## 12.03 School Day

- 12.0301 The length of the work day for members shall be 7-1/2 hours, including a thirty (30) minute duty-free, uninterrupted lunch period.
- 12.0302 The length of the work day for part-time members may vary.

## 12.04 Meetings MOU Number 6

### Language listed below is not in effect during the MOU.

Meetings inside and outside the member work day and other evening commitments shall be held to a minimum number and a minimum amount of time, and shall only be called for clear and necessary reasons.

- 12.0401 Members shall attend faculty meetings scheduled before or after the workday when required to do so by the administrator. Such meetings will not exceed a reasonable number, or one (1) hour in total time for a month. Emergency faculty meetings may be called.
- 12.0402 Members required to attend meetings exceeding the limits set forth in this section shall be paid at the district hourly rate of pay in accordance with Appendix E.
- 12.0403 Members shall attend grade level/department meetings as called by their respective chairpersons.
- 12.0404 Members serving on building committees shall attend meetings as called by the committee chairpersons.

## 12.05 The Workday MOU Number 1

### Language listed below is not in effect during the MOU.

- 12.0501 Each member who works full time (7.5 hours) will have a 30 minute duty free lunch per day.
- 12.0502 Each member who works full time (7.5 hours) will have a minimum of 10% of the actual 7 hour workday as planning time.
- A. In grades K through 12 an annual memorandum(s) shall be developed and agreed to between the Board and the LEA that will outline the member working conditions. The LMC will review any MOU's no later than May 1<sup>st</sup>, annually. A sub-committee composed of administrators and members of the LMC shall monitor the adequacy of the implementation of the memorandum. The sub-committee shall meet at least once during each school year to review this and will report its findings to the LMC.
- 12.0503 Each part-time member will be provided 10% of their actual work week as planning time.
- 12.0504 At all levels, the assignment of non-classroom duties, such as cafeteria duty, homerooms, etc., shall be done in an equitable manner within each building.

12.06 When a member is on an approved absence, every effort will be made to secure a substitute.

12.07 The Board believes that a reasonable goal for class size would be 27 students per classroom, excluding state approved and regulated vocational units, special education units, and classes such as visual and or performing arts, foreign language, health, physical education, and other non-core classes.

- 12.0701 Nothing herein shall in any way diminish the right of the Board and superintendent to establish class sizes and assign students as provided in the Ohio Revised Code. However, the Board will strive to achieve the foregoing goals.

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## ARTICLE XIII – CURRICULUM DEVELOPMENT

- 13.01 The Board, in its desire and obligation to provide the best possible educational system for the youth of this District, recognizes the need for continuous curriculum review and development.
- 13.02 Members agreeing to work on curriculum development beyond negotiated contract hours and days will be compensated at an hourly rate (see Appendix E).

The guidelines and limits for the total number of hours needed to complete curriculum work will be set by the appropriate school administrators in consultation with appropriate instructional personnel.

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## ARTICLE XIV – LEAVES

### 14.01 Sick Leave and Family Medical Leave

14.0101 All members shall be granted 15 days of sick leave annually to be credited at the rate of 1-1/4 days per month unless otherwise specified in the contract.

14.0102 Unused sick leave shall accumulate.

14.0103 Members are entitled to request leave under the Family Medical Leave Act (FMLA).

In the event an employee will miss ten (10) or more consecutive days, the employee shall notify the Human Resources Office prior to taking the leave. In the case of an emergency, the employee will notify the HR office as soon as possible.

HR may schedule a meeting with the employee (as needed). The purpose of this meeting is to support the employee by providing options for the employee's leave, to answer any questions the employee may have and to establish a plan for the employee's absence.

14.0104 Members, upon approval of their immediate supervisor, may use sick leave for: absence due to personal illness, injury, exposure to contagious disease which could be transmitted to others, and for absence due to illness, or injury, in the member's immediate family. For purposes of this article, immediate family consists of the employee's spouse, parents, in-laws of the employee, children, siblings, grandparents, grandchildren, or others residing in the employee's household. Exceptions to this will be reviewed by the Human Resources office.

14.0105 Up to three (3) days a year may be used for the purposes of bereavement.

14.0106 A member is entitled to use up to twelve (12) weeks (60 workdays) of leave under the Family Medical Leave Act following the birth of a child or to care for a newborn child, an adopted preschool child or a child for whom the adoptive agency requires full-time parental care or for a qualified condition. During this twelve (12) week period of time, the member may choose to use accumulated sick leave as documented by a doctor.

A member may return to his/her current contract status during or after this twelve (12) week period. Exceptions to this are governed by the Family Medical Leave Act which permits the Board to restrict return dates when the leave commences toward the end of the semester. In such cases, the return date shall be a date that is mutually agreed upon between the member and the building principal or his/her designee.

A member electing to remain off work beyond the twelve (12) week period shall be considered to be on a child care leave as governed by terms outlined in Article 14.03.

A birth mother may use a maximum of six (6) calendar weeks of sick leave and such weeks must be taken within the first six (6) consecutive calendar weeks immediately following day of birth. If the birth is caesarian, the maximum shall be eight (8) calendar weeks. If additional time is needed, a doctor must provide a written statement indicating that additional sick leave is necessary.

A father may use paid sick leave under the provisions of the FMLA.

Members who do not have sufficient accumulated sick days to cover the workdays in the six (6) calendar week period immediately after the date of delivery and are unable to return to work must apply for an unpaid medical leave of absence until released by their attending physician.

Paid leave from the sick leave bank is not available for maternity leave. Release by the attending physician does not preclude the member from being granted an initial or extension to an unpaid medical leave of absence.

Employees must submit a written release to return to work without restrictions from their physician when returning from any sick leave in excess ten (10) consecutive days.

14.0108 For newly hired members, five (5) days of sick leave shall be advanced.

- 14.0109 Falsification of a statement justifying sick leave payment is grounds for suspension or termination of employment under the Ohio revised code.
- 14.0110 No day will be charged against any member's sick leave if the schools are closed due to an emergency.
- 14.0111 Up to two (2) sick days per year may be used for observance of religious holidays.

#### 14.02 Personal Leave

- 14.0201 All members are entitled to three (3) personal days per year. Personal days are for absence due to mandatory court appearances, legal or business matters, family emergencies, unusual family obligations, weddings, graduations or any other matter of a personal nature. Reasons for the personal day request shall not be required; however, reasons are required when requesting two or more consecutive workdays of personal leave. Requests for use of two or more consecutive workdays of personal leave will be granted upon prior approval by the member's building principal or his/her designee. In the event that a request is denied at the building level, the member shall have the right to appeal the decision to the Executive Director of Human Resources. Single personal days will be granted upon prior approval of the building principal or his/her designee. Personal days are not charged against sick leave.
- 14.0202 Request for personal leave shall be submitted to the building principal for approval at least one (1) week in advance under normal circumstances. In unusual or emergency situations the one-week requirement may be waived. Personal days requested less than one (1) week in advance must state the reason on the personal leave form. In the event that a request is denied at the building level, the member shall have the right to appeal the decision to the Executive Director of Human Resources.
- 14.0203 In accordance with Board policy, personal days are not to be granted prior to or following school holidays, except in emergency or unusual situations, and these must be approved by the building Principal or his/her designee. Personal days under these circumstances must state the reason on the personal leave form. In the event that a request is denied at the building level, the member shall have the right to appeal the decision to the Executive Director of Human Resources.
- 14.0204 Unused personal leave may be converted to sick leave at the ratio 1:1 up to a maximum of three days per school year; or, if all personal leave is not used, the total number of days may be converted to one additional personal leave day for the following year for a maximum of four.
  - A. For retirement purposes, personal days will be converted into the severance package at the end of the school year (June 30).
  - B. All other members who have not given notice of intent to retire will have personal days converted after June 30.
- 14.0205 No day will be charged against any member's personal leave if the schools are closed due to an emergency.

#### 14.03 Child Care Leave Policy

- 14.0301 Child care leave shall be granted for up to twelve (12) months to a member to care for a newborn child, an adopted preschool child or a child for whom the adoptive agency requires full-time parental care for up to 12 consecutive months without pay. Extensions may be granted at the discretion of the Board. Any employee shall submit a written notice to the Executive Director of Human Resources no later than 30 days prior to the anticipated leave date (except where adoptive agency gives less than thirty (30) days' notice), advising the Executive Director of Human Resources of the anticipated date of the leave and further advising the superintendent of the approximate dates that the employee shall commence and end child care leave. The employee returning to service from child care leave will return at the start of a quarter. In the event that the end of the leave would not coincide with the start of a quarter, a return date that is mutually agreeable between the employee and principal (or his/her designee) will be determined.

This mutually agreed upon date may occur after the 12 months of the leave have expired without the employee forfeiting any of the rights contained within this contract.

- 14.0302 The superintendent and the Board have discharged their responsibility under this policy by offering the returning employee the former position held by the member provided that the member gives written notice of a return date not to exceed two (2) consecutive work quarters or not more than 70 days. If the member elects not to return within the given timeframe or requests leave longer than 70 days, the Board shall only be obligated to provide the member a position for which he/she is qualified.

- 14.0303 The term of the employee's contract shall not be extended by child care leave, but in the event that an employee's limited contract expires while on child care leave, the contract will be renewed or non-renewed in accordance with normal procedures for all employees.
- 14.0304 The Board recognizes that the granting of unpaid child care leave does not preclude a pregnant employee from also exercising her statutory rights to sick leave.
- 14.0305 The employee on leave may exercise the option of maintaining group insurance coverage at the employee's expense during such leaves and if allowable by the insurers.
- 14.0306 During Child Care Leave that is unpaid the member will not accrue sick or personal leave.

#### 14.04 **Assault Leave**

- 14.0401 Any member sustaining a physical injury as the result of a physical assault against him/her, incurred while the member is performing his/her contractual duties, shall be eligible for assault leave. Such leave shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty-five (25) days per member each school year. Leave may be extended at the sole discretion of the superintendent.
- 14.0402 Medical verification shall be furnished to the superintendent for all such absences requiring more than three (3) days leave. The Board or its designee shall have the right to require a medical examination by a physician of its choice after the member has been absent for three (3) school days per assault leave occurrence. In such event, the Board shall pay the full cost of the examination.
- 14.0403 Either the assaulted member, building administrator or superintendent shall immediately notify the police.
- 14.0404 A written report of all assaults on staff personnel will be made to the office of the superintendent.

#### 14.05 **Professional Leave**

- 14.0501 Professional leave is defined as meetings of a relatively short duration such as conferences, workshops, seminars, and may include visitations to other schools.
- 14.0502 Requests for professional leave will be submitted through the principal to the Assistant Superintendent at least five days in advance of the requested date.
- 14.0503 Members may be granted professional leave on the recommendation of the Assistant Superintendent if the request meets the following criteria:
  - A. Directly related to their assigned duties as an employee.
  - B. Designed to improve the employee's performance in his/her assigned duties.
- 14.0504 Reimbursement, for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized.
- 14.0505 Attendance shall be required at the professional meetings for which release time has been granted including attending on a district declared calamity day unless the meeting has been cancelled.

#### 14.06 **Sabbatical Leave**

- 14.0601 A member who has completed five years of service may, with the permission of the Board and the superintendent, be entitled to take a leave of absence for one or two semesters subject to the following restrictions: the member shall present a written request to the building principal/immediate supervisor for approval by the Executive Director of Human Resources. At the conclusion of the leave, the member shall provide evidence that the plan was followed to the Superintendent.
- 14.0602 The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent of the professional staff at any one time, nor grant a leave longer than one school year, nor grant a leave to any member more often than once for each five years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

- A. The employee shall receive as a sabbatical stipend equal to the difference in the employee's individual salary minus the BA Step 1 costs and shall also be eligible for all benefits during the sabbatical leave for which he/she was eligible and received in the assignment immediately prior to the leave.
- B. By accepting a sabbatical leave the member agrees to return upon conclusion of a sabbatical leave and to remain in Lakota as a member for a period of five (5) academic years.
- C. All salary received while on leave, including the actual cost to the district of all benefits provided during the sabbatical leave shall be refunded to the Board if the applicant does not resume employment with the Lakota School District for five (5) academic years. The salary will be refunded following this formula:
  - 1. 80% reimbursed at the end of year one;
  - 2. 60% reimbursed at the end of year two;
  - 3. 40% reimbursed at the end of year three;
  - 4. 20% reimbursed at the end of year four.

14.0603 During Sabbatical Leave the member will not accrue sick or personal leave.

**14.07 Medical Leave**

14.0701 The Board will offer Medical Leave as defined in the Ohio Revised Code.

**14.08 Jury Duty**

The Board shall pay a member the member's regular compensation. The member who serves on jury duty does not have to submit any nominal reimbursement to the Board.

**14.09 Military Leave**

Military leave shall be accorded members in keeping with all sections of the Ohio Revised Code.

**14.10 Leaves of Absence**

14.1001 Members may be granted leaves of absences for the school year or a portion thereof upon written request and approval of the Board. The request for a leave of absence must specify the specific length of time requested for the leave and reasons for the leave.

14.1002 Members returning from a leave of absence must reach agreement with administration regarding the intended date of return by March 1 or thirty (30) days prior to return from semester leave.

14.1003 Members returning from a leave of absence must provide a medical release with no restrictions to return from said leave.

**14.11 Rights While on Leave of Absence**

14.1101 Members on Board approved leaves of absence shall accrue seniority in accordance with Section 2.06.

14.1102 Members on leave of absence may participate in all insurance benefit plans offered by the Board while on leave provided they pay the monthly premium for the insurance coverage to the treasurer of the Board in advance.

14.1103 Members on unpaid leave, will not accrue sick leave.

14.1104 Members who take a one year or more unpaid medical leave will not accrue personal leave.

14.12 A member subpoenaed to testify at a judicial hearing on a matter which is related to his/her employment duties shall be paid while doing so.

14.13 For the purposes of this article, a day of leave shall be equivalent to the length of the affected member's work day.

**ARTICLE XV – INSURANCE; MEDICAL, DENTAL AND LIFE**

**15.01 Health and Dental**

15.0101 The Board shall provide medical and dental insurance with a mutually agreed upon health care provider.

15.0102 The Board will provide health insurance programs with the following Board - member contribution rates for all full time members at 85% paid by the Board and 15% paid by LEA member.

- A. In the case of spouses, who are both employees of the district, the Board will pay 85% of one of the following:
  - a. One Family Plan
  - b. One Employee +1 Plan
  - c. Two Single Plans

**15.0103 IRS Regulation #125**

The Board will implement that portion of IRS Regulation #125 which tax shelters the employee portion of the health care premium and that portion of the IRS Regulation #125 which tax shelters the employee out of pocket portion of health care costs and dependent care expense.

All premiums are based upon a pre-tax deduction.

**15.0104 Life**

- A. The Board will provide life insurance to all members in an amount equal to 1-1/2 times the employee's annual base salary with a minimum of \$15,000.
- B. Supplemental benefits are available to members at 100% of the cost to the member.

15.02 If the Board of Education needs or is required by law to change carriers, any new insurance coverage secured shall be comparable to the coverage presently in effect unless the change in coverage is mutually agreed upon by the Association and the Board of Education.

15.03 Part time bargaining unit members working at least 3-1/2 hours per day (excluding lunch) shall be eligible for health and dental insurance at a cost of 75% Board paid and 25% Employee paid beginning on January 1, 2015.

**15.04 Spousal Limitation**

- 1. If a member's spouse meets ALL of the following three criteria, he/she must enroll in his/her employer's plan for primary coverage:
  - a. Spouse has access to continuous (i.e. non-seasonal) group coverage through an employer-sponsored plan or spouse does not have "access" to an employer-sponsored plan because he/she is retired or not actively employed.
  - b. Spouse works a minimum of 20 hours weekly averaged over a 12 month calendar year; and
  - c. Spouse is required to pay not more than 55% of the total medical premium for a single plan to participate in the employer-sponsored plan.
- 2. Any spouse that meets the above three criteria, now or in the future, but fails to enroll in his/her employer's medical plan is not eligible for primary coverage in the District provided health insurance plans.

**15.05 Worker's Compensation**

All on the job injuries/accidents must be reported to the member's immediate supervisor within 24 hours of the injury and an accident report must be filed with the Treasurer's office within two (2) business days of the injury.

**15.06 Healthcare Committee**

The Board and the Association will maintain a Healthcare committee comprised of four (4) LEA Members (as appointed by the Association President) and four (4) Management Members (as appointed by the Executive Director of Human Resources). The committee may bring in additional resources as needed and will make non-binding recommendations to the Board.

## ARTICLE XVI – SEVERANCE PAY

- 16.01 A member who retires from the district shall be eligible for severance pay if he/she:
- 16.0101 Accumulates sick leave pursuant to the provisions of Section 3319.1411 of the Ohio Revised Code.
  - 16.0102 Retires from the employ of the Board and is, at the time of retirement from the employ of the Board, eligible to receive retirement benefits from the State Teachers Retirement System of Ohio.
- 16.02 All retiring members shall receive a sum equal to one-fourth (1/4) of their first 200 days of accumulated but unused sick leave.
- 16.03 Through July 1, 2017, an additional sum equal to ½ of his/her accumulated days over 200 up to the maximum of 300 shall be paid if the member elects to retire during the year he/she first becomes eligible with full retirement under the State Teachers Retirement System (STRS). It shall be the employees responsibility to verify with the Executive Director of Human Resources and Treasurer his/her STRS years of service no later than January 1<sup>st</sup> of each year.
- An LEA member who joins Lakota will be entitled to bring no more than 180 sick days into the district.
- 16.04 The payment shall be based on the employee's daily rate of pay at the time of retirement and eliminates all sick leave credit accrued, but unused.
- 16.05 The Board shall grant severance pay to the estate of a member who dies while in the employ of the Board.
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## ARTICLE XVII – RETIREMENT

- 17.01 The Board will continue the provision allowing the employee's share of the retirement contribution to be treated as an annuity for income tax purposes. It is agreed that this provision shall not be an additional cost factor to the Board.
- 17.02 The retiring member who notifies the Executive Director of Human Resources by January 1<sup>st</sup> will receive a one-time payment of \$500. The payment shall be distributed within thirty (30) days of the Board action to accept retirement notice.
- 17.03 Retirement effective dates will be at the end of a semester or at the end of the school year. Notification and effective dates may be waived at the discretion of the Board.
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## ARTICLE XVIII – SALARIES

### **MOU for 2014-2015 School Year Number 4**

A Lakota Administrator who has never taught in Lakota and is being placed into an LEA position will be treated as an outside candidate for the purpose of establishing salary.

An LEA member who becomes an Administrator and then wishes to return to an LEA position will be given credit for all years of service in Lakota. Provided that Administrators will not advance or be given credit on the salary schedule for any time LEA members have been frozen on the salary schedule.

- 18.01 The salary to which a member is entitled under his/her individual contract with the Board will be paid in twenty-four (24) equal installments according to the attached salary schedules. Direct deposit is required for all employees.
- 18.02 The Board shall implement the salary schedule attached hereto and designated Appendix F.
- 18.0201 The base rate of the salary schedule shall be the Bachelor's Degree column, Step 1 (one).
  - 18.0202 The schedule shall comprise six columns as follows.
    - A. Bachelor's column - a Bachelor's degree or its equivalent as designated by Ohio Revised Code from any accredited institution.

- B. 150 hour column shall mean either 150 hours (or equivalent) accumulated either before or after the Bachelor's degree has been received.
- C. Master's degree from any accredited institution.
- D. Master's plus 15 graduate hours or 21 quarter hours earned after qualifying for the Master's degree.
- E. Members with Master's degree plus 30 graduate semester or 45 quarter hours beyond Master's degree, or an Educational Specialist degree. Graduate credits shall be those earned after qualifying for the Master's degree.
- F. Members with an earned doctorate in an accepted educational or teaching field.

**18.03 Advancement on the Salary Schedule**

18.0301 One (1) year of teaching experience shall be determined by the member teaching at least 120 days per year in an Ohio-chartered private or public school or a public or private institution, or special education program which held an Ohio charter or subsequently became chartered. In addition to teaching service, the member must be credited with all years of active military service up to a maximum of five (5) years. Other years credited will be determined by Section 3317 of the Ohio Revised Code.

**18.0302 Horizontal Advancement**

- A. A member shall advance horizontally on the salary schedule by acquiring additional training
- B. A member shall advance horizontally on the salary schedule when:
  - 1. Sufficient course work or a higher degree is earned from an institution accredited by the National Council for Accreditation of Teacher Education or a regional accreditation association.
  - 2. Satisfactory evidence of such completion is provided to the employer. Satisfactory evidence shall be an official transcript or a letter of course work completion issued by the appropriate institution or program.
  - 3. A "change of salary" status form shall be provided by the building principal, and must be submitted along with the documents listed above.
- C. Payment on the new column will commence the first pay of the school year, provided the employer has been provided satisfactory evidence on or before September 15.

**18.0303 Vertical Advancement**

**Language listed below is not in effect during the MOU.**

At the beginning of each school year, a member shall advance vertically one (1) step on the salary schedule for each year of experience in the District.

**18.04 Supplemental Salary Schedule - Attached as (Appendix G)**

**18.05 Rates of Pay**

**18.0501 Calculation of Pay**

- A. Method of Computation
  - 1. Determine the members annual basic 184-day salary as provided by the members contract
  - 2. Divide the members basic salary by 184 days
  - 3. Take figure arrived at in "2" above and divide by 7-1/2 hours to determine the member's individual hourly rate of pay.

**18.0502 Newly Constructed Classrooms**

The members who agree to prepare newly constructed classrooms for students in order to open school shall be paid the sum of \$10.00 per hour for said preparation (Appendix E).

**18.0503 Summer Meetings**

Any member who attends any meeting called by a principal during the summer break shall receive \$10.00 per hour for said attendance (Appendix E).

**18.0504 Summer Trainings**

Any member who participates in summer trainings approved by a principal shall receive \$10 per hour for said attendance (Appendix E).

**18.0505 Stipends**

Any member who agrees to participate in an extra-curricular position will be paid as defined by the stipend criteria and scoring rubric. Refer to the stipend scoring calculation in (Appendix E).

**18.0506 Supervision**

Members who supervise students at the request of their building administrator beyond the normal workday, such as in the case of Board approved overnight supervision and field trip supervision, which occur during the week, weekends, or during

summer break and are not employed in a supplemental for said duty, shall be paid a stipend of fifty dollars (\$50) per day or night. This stipend is not to exceed \$50 per a 24-hour period.

18.0507 Resident Educator Mentors

Mentors will receive \$1000 per year for ongoing mentorship. Payment for mentors will be divided into two (2) equal payments with the first pay in December and the last pay in May.

18.0508 LPDC Chairperson

The LPDC chairperson shall be compensated an additional \$7,500 each year and this amount will be reviewed each year. Payment for this will be divided into two (2) equal payments with the first pay in December and the last pay in May.

18.0509 Building Digital Learning Support (BDLS)

The BDLS members will be compensated based upon two (2) pay categories:

- If building enrollment is less than 600 students as of August 1<sup>st</sup>, the BDLS will be compensated \$2200.
- If building enrollment is greater than 600 students as of August 1<sup>st</sup>, the BDLS will be compensated \$3000.

Payment for this will be divided into two (2) equal payments with the first pay in December and the last pay in May.

**18.06 Tuition Reimbursement Fund**

**MOU for 2014-2015 School Year Number 5**

**Language listed below is not in effect during the MOU.**

- 18.0601 The tuition reimbursement fund will be funded each year at \$3.50 per student average daily membership for the district for the previous academic year.
- 18.0602 This fund will be disbursed in accordance with the procedures set forth hereafter.
- 18.0603 A Tuition Reimbursement Committee comprised of four (4) members selected by the Association president and four (4) administrators chosen by the superintendent shall meet to approve applications. The committee chairperson shall be appointed by the superintendent.
- 18.0604 Procedures
- A. An application for Tuition Reimbursement participation must be submitted to the Central office prior to October 1 of the next school year after courses are taken. Only members returning to the district are eligible for this program.
  - B. Applicants for tuition reimbursement shall be eligible for reimbursement not to exceed one-half of the tuition paid for up to six semester hours of coursework. Combinations of semester and quarter hours will be calculated to equal six semester hours.
  - C. An application shall be provided by the Central office for each member in the district.
  - D. The following items must be submitted along with the completed application:
    - 1. A copy of the grade for the class(s)
    - 2. Proof of tuition payment (receipt, canceled check, etc.)
    - 3. The applicant will be entitled to be reimbursed in an amount not to exceed one-half (1/2) of the tuition paid by the applicant for the course approved. Each applicant will receive an equal proportionate percentage reimbursement.
- 18.0605 Regulations and procedures for participation in the tuition reimbursement program shall include the following:
- A. The application for approval of college courses must be submitted to the Central Office.
  - B. Applicants must hold a BA/BS or higher degree to be eligible for tuition reimbursement.
  - C. Both undergraduate and graduate courses taken from any fully accredited college or university may be approved.
  - D. In the event requests exceed the amount available for this purpose, each applicant shall receive an equal proportionate percentage reimbursement.
- 18.0606 No reimbursement will be made to a member who enrolls in courses where the tuition is paid by scholarship, fellowship, or federal grant. No reimbursement will be made unless a grade of at least a "C" or "Passing" is obtained.
- 18.0607 A member who uses a certificate issued from an accredited university for his/her Supervision of a student member will be reimbursed under the regulations and procedures listed above.
- 18.0608 The tuition reimbursement committee chairperson shall issue a report each year. The report shall include the number of members who applied for reimbursement, the number of members who were actually reimbursed, general information

concerning budget allotments for the year, and the total expenditures of the TRC fund. The TRC chairperson shall send the report to the Association president and to the Superintendent.

#### 18.07 Teacher Development Fund

#### MOU for 2014-2015 School Year (Number)

#### Language listed below is not in effect during the MOU.

The Board agrees to establish funds for programs designed and implemented to improve member classroom skills, subject matter knowledge, and professional status.

The following guidelines will be used to implement this program:

- 18.0701 Annual appropriation shall be \$5 per average daily student membership of the previous academic year.
- 18.0702 Funds appropriated as specified above will be disbursed in accordance with the guidelines set forth below.
- A. The TDF fund will be discussed and building distribution guidelines developed at a staff meeting within the first month of the year. The allocation of funds within the building and the location of the form for request of funds will be made known to each member. A copy of the building distribution guidelines will be forwarded to the LEA President and to the Executive Director of Human Resources.
  - B. A financial report will be available to building staff when appropriations are made, stating the balance of the building fund, including carry-over from the previous year.
  - C. A quarterly statement will be available to building staff, stating monies used and what is available.
  - D. TDF monies in this fund are to be used for individual member professional development. This fund will not be used to fund district or building initiatives except to the extent requested by the members and consistent with the members professional development focus.
  - E. Members on split assignment to more than one building will access funds each year from the building that is delegated as the home school.
  - F. Within two (2) weeks of the denial of funds by the TDF committee, a member may submit an appeal in writing to the TDF committee with clarification with support as to how the request aligns with the TDF building distribution guidelines. The TDF committee will reconsider the request. If there is no resolution of the appeal, the TDF committee will reconsider submit the request with clarification with support to the LEA President and the Executive Director of Human Resources for review and decision. The review decision shall be final.
  - G. The cost of substitutes for members utilizing TDF will be shared as follows: The cost of the first ten substitutes shall be shared equally between the building's TDF and building budget. The cost of any substitutes needed, thereafter will be decided by the building's Teacher Development Committee.
- 18.0703 Within each building there will be a member development committee, consisting of at least an administrator, an association member appointed by the LEA President, and two additional LEA members. The Administrator and the appointed Association member shall serve as co-chairs.
- 18.0704 Approved Teacher Development Programs that are offered by an accredited college or university may be taken for graduate credit at the option of the participant. Any such arrangement shall be in full and complete compliance with the requirements established by the college or university, Payment of tuition to the college or university for credits shall be the responsibility of the participant and not the Board.
- 18.0705 All members shall be eligible for participation in TDF-sponsored programs, limited only by the resources available. Should demand exceed programs available, the building TDF Committee shall set priorities and limits of participation.
- 18.0706 The Teacher Development Committee co-chairpersons shall issue a year-end report listing the activities and the expenditures of the TDF funds. This report is to be sent to the Association president and to the superintendent or his/her designee.

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### ARTICLE XIX – REIMBURSEMENT OF FUNDS

#### 19.01 Reimbursement for Personal Communication Devices (PCD) –

In order to be considered for the reimbursement, the LEA member must meet the following criteria and their department head must recommend that offering a stipend in lieu of a district issued device is in the best interest for district operations.

- A. Their jobs require them to be accessible outside of scheduled or regular work hours or to be contacted and respond in the event of an emergency;
- B. Their jobs consistently require timely and business-critical two (2) way communication for which there is no reasonable alternative technology;
- C. Their jobs require them to monitor and react to issues after hours.

LEA members who are recommended by an Administrator to the Executive Director of Human Resources and Chief Operations Officer for a reimbursement and if approved, will be provided a PCD as a condition of their

employment shall receive a monthly PCD allowance ("allowance"), at the amount approved annually by the Board to reimburse them for the costs associated with maintaining and using the PCD for business purposes.

#### 19.02 Reimbursement Funds

Members will be reimbursed for the cost of licensure renewals.

- A. Reimbursement will only be offered during the calendar year in which the license expires.
- B. Members will be submit the form in Appendix J in order to request reimbursement.
- C. When the completed form is received by the HR office and the form has been reviewed, it will be forwarded to the Treasurer's office for processing.
- D. Reimbursement will be made to the Member within 60 days of receipt of the form in the Treasurer's office.

The District will pay for fingerprints for Members after the initial fingerprint is taken for employment.

---

### ARTICLE XX SICK LEAVE DONATION

20.01 Members may elect to donate up to three (3) sick days in whole units to a member of the bargaining unit. Any member who has a catastrophic illness or injury as verified by a medical professional and approved by Human Resources shall be eligible. The form to request this leave will be found in Appendix L.

20.02 All requests shall be considered confidential.

20.03 Members must first exhaust all paid leave before making a request for sick leave donation.

20.04 The maximum number of days that any one member may receive, per fiscal year, under this provision is thirty (30) days

20.05 The maximum number of days any one member can donate is twelve (12) days per fiscal year.

20.06 There will be no repayment of days under this provision.

20.07 Days currently in the sick leave back shall be refunded to the original donors who are currently employed.

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### ARTICLE XXI – RESIDENT EDUCATOR PROGRAMS AND LPDC

21.01 A district pool of members will be formed from which mentors will be selected. Members wishing to be in this pool must have completed the Ohio Resident Educator Training.

21.02 As full or part-time members under the Resident Educator License are hired, they will be assigned mentors. Persons under the Resident Educator License hired during the first month of the school year for a minimum of 120 days will be mentored; all others will not.

21.03 Selection of mentors will be by a district-appointed chairperson.

21.04 The district chairperson charged with assigning mentors will consider the following criteria:

The mentor should be from the same building as the resident educator

The mentor should teach in the same grade level or subject areas as the resident educator

21.05 Observations and discussions between the mentor and resident educator shall remain confidential.

21.06 **Lakota Professional Development Committee Chairperson (LPDC)**

21.0601 The LPDC Chairperson shall be provided three (3) release periods during the workday to complete the requirements of this position. The Chairperson shall also have a separate planning period.

21.0602 The LPDC Chairperson shall be provided a home building location with access to all communication systems.

- 21.0603 The LPDC Chairperson shall suffer no loss in salary, fringe benefits, seniority, contractual benefits or statutory benefits to which he/she would have been entitled had he/she worked his/her normal schedule.
- 21.0604 The Local Professional Development Committee (LPDC) shall be appointed by the Executive Director of Human Resources with a recommendation of the LEA President.
- 21.0605 Both the LPDC steering committee and the LPDC review committee will be comprised of administrators and LEA members representing as many grade levels as possible.
- A. Names of committee members and monthly dates of meetings will be posted on the district website.
- B. LEA members on both committees will be selected by the LPDC chairperson and LEA President subject to the approval of the Executive Director of Human Resources.

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### **ARTICLE XXII – TEST SECURITY PROVISIONS**

- 22.01 All test questions and all other materials which are considered part of the approved high stakes tests, including, but not necessarily limited to reading passages, charts, graphs, and tables, shall be considered secure and subject to the provisions of the revised code and to the provisions of this rule.
- 22.02 No one shall teach students the answers to specific test questions, copy or otherwise reproduce secure test materials for use by students, change students' responses on the answer sheets, or in any other way cheat or assist a student to cheat.
- 22.03 No unauthorized person shall have access to any secure test materials at any time such materials are in the school district or school building.

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### **ARTICLE XXIII - ASSOCIATION PRESIDENT'S RELEASE**

#### **23.01 President's Release Time**

- 23.0101 The Association president or designee shall be granted one-half day release from his or her normal schedule for the duration of his/her term in office.
- 23.0102 The Presidential Release shall be granted in units of one academic year.
- 23.0103 While on President's Release, the Association president or designee shall be provided a home-base location with access to all communication systems in a district building for the duration of the release.
- 23.0104 While on President's Release the half-day teaching assignment of the Association president or designee shall include a planning period.
- 23.0105 While on President's Release, the Association president or designee could be given a special/alternative assignment rather than a portion of the regular teaching assignment of his/her normal schedule.
- 23.0106 A portion of President's Release time not to exceed 5% may be made available for district work at the request of the Superintendent by mutual agreement.

#### **23.02 Arrangement for President's Release**

- 23.0201 To accommodate scheduling, the Association shall inform the Superintendent and affected Principal of the individual who shall receive the President's Release no later than May 1.
- 23.0202 The Association president shall assist in the determination of the half-day schedule to be assigned during the President's Release.
- 23.0203 The Association will reimburse the Board for the President's release time in the amount of 25% of total of the salary of a member at Bachelor's step 1 and the cost of other employment fringe benefits.

### **23.03 Return from President's Release**

- 23.0301 To accommodate scheduling, the Association shall inform the Superintendent and affected Principal no later than May 1<sup>st</sup> that the individual on the President's Release shall be returning to regular full-time status.
- 23.0302 The teaching assignment of the Association president shall be restored to him/her for the year following the Presidential Release. He/She is to be returned to the building and to the class assignment in which he/she served prior to the President's Release.
- 23.0303 The Association president or designee shall suffer as a result of this release no loss in salary, fringe benefits, seniority, contractual benefits, or statutory benefits to which he/she would have been entitled had he/she worked his/her normal schedule prior to receiving President's Release.

### **23.04 Association Stipends**

- 23.0401 Authorized Association members permitted under the Ohio Revised Code 3307.77 for service to member professional organizations shall receive semi-annual stipends processed through the Lakota payroll office upon approval from the LEA Executive Committee. These stipends will be paid on the first pay in December and the last pay in May.
- 23.0402 The total cost of the STRS contribution (both employee and employer) and any local, state and federal income taxes will be deducted from the stipend amount for each employee. The LEA shall remit to the Board the names of each employee to be paid and the amount of the stipend to be paid along with a check for the total amount of the stipends, one month prior to each installment date. There shall be no cost to the Board for this stipend.

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## **ARTICLE XXIV – REEMPLOYMENT OF RETIRED TEACHERS**

- 24.01 If the Board elects to reemploy individuals who have retired from the Lakota Local School District (or from other school districts) and who are receiving Benefits through the State Teachers Retirement System, the conditions set forth in this agreement shall apply only to the employment of these individuals.
  - 24.0101 The salary to be paid to the reemployed retired member shall be set at the level established in the salary schedule currently in effect under the master agreement between the Board and the Association. Placement on the salary schedule shall be determined by the number of verified years of teaching experience up to a maximum of five (5) years throughout the term of employment.
  - 24.0102 Reemployed retired members may be eligible for participation in the insurance plans offered by the Board.
  - 24.0103 Reemployed retired members employed pursuant to this article shall receive one-year long-term substitute contracts and shall not be eligible to receive continuing contracts regardless of their years of service, degrees, or certificate(s)/license(s) held.
  - 24.0104 Each one-year, long-term substitute contract, shall automatically expire upon completion of the year, and it is not necessary for the Board to conduct evaluations in accordance with the master agreement currently in effect or with ORC nor to take formal action to not reemploy the individual pursuant to the Ohio Revised Code in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. If continued, the position held temporarily by a reemployed retired member shall be posted for transfer opportunities for regularly-contracted bargaining unit members.
  - 24.0105 Reemployed retired members are not entitled and/or not eligible to receive severance benefits provided by a collective bargaining agreement currently in effect between the Board and the Association.
  - 24.0106 In the event of a reduction in force, the contract of the reemployed retired member shall be suspended prior to the contract of any other regularly-contracted bargaining unit member.
  - 24.0107 Reemployment of a retired member shall not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such contract for the reemployment of a retired member.

- 24.0108 Reemployed retired members are eligible for sick leave accumulation commencing with the first year of reemployment, including eligibility to contribute to and participate in the sick leave bank which may be a part of the master agreement between the Board and the Association.
- 24.0109 Reemployed retired members may commence their reemployment and accrue up to 15 sick days per year of accumulated sick leave for each year employed.
- 24.0110 Subject to these provisions, reemployed retired members are part of the bargaining unit and entitled to all the rights, protections and benefits of being a part of the bargaining unit not otherwise described herein. The provisions of this article shall apply to only the reemployment of retired members and for reemployed retired members only.
- 24.0112 Re-employed retired members positions shall be posted internally no later than May 1 of each year.

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#### **ARTICLE XXV - PART TIME MEMBERS**

- 25.01 Part time members will be expected to participate at their percentage FTE, in the same activities, as full time members, including, but not limited to: in-service days, curriculum nights, concerts, conferences, professional development, etc. If required by the Assistant Superintendent or Executive Director of Human Resources to work longer than their percentage FTE, members shall be compensated at the district hourly rate of pay.
- 25.02 Part time members shall earn and utilize sick and personal leave in the same manner as full time members.
- 25.03 Once a full time member has accepted a part time position, reinstatement to full time will only occur if the member applies for and is awarded a full time position.

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#### **ARTICLE XXVI- SUPPLEMENTAL CONTRACTS**

The rates for calculating supplemental pay, request or review or guidelines for supplemental pay category are in Appendix H.

##### **26.01 General**

The Board reserves the right, pursuant to current Board policy, to create or eliminate positions as circumstances require.

Supplemental contracts shall be issued annually for each activity and shall, without notification, be non-renewed at the conclusion of the school year in which the contract was issued.

- 26.02 The district "Proposal for Supplemental Position" form (Appendix H) will be used to gather information on supplemental positions suggested for creation, reinstatement or revision. A scoring key based on time involved in carrying out the task, the administrative responsibilities required, the level and scope of the activity, the qualifications required, and the number of students involved (Appendix H) will be used to determine the job description and pay category.
- 26.03 Creation and reinstatement requests approved by the administration will be assigned a pay category by the supplemental subcommittee. The subcommittee is made up of members appointed by the President and Administrators appointed by the Executive Director of Human Resources.
- 26.04 Revision requests approved by the administration will be assigned a pay category by the supplemental subcommittee which will meet as needed to consider revision for the following contract year.
- 26.05 Supplemental Contracts will be paid as follows:
1. Seasonally for Athletics
  2. Two (2) times per year – once on the first pay in December and once on the last pay in May of each school year.
- 26.06 Exceptions for one time pay may be requested through the Executive Director of Human Resources for consideration.

**ARTICLE XXVII – DURATION**

This contract shall become effective on the 1<sup>st</sup> day of July, 2014, and shall expire on the 30<sup>th</sup> day of June, 2017.

The parties agree to reopen for the 2015-16 and 2016-17, for salary, insurance, evaluation, Article 12.04, Article 12.05, and expiring MOU's.

Sharon Mays 8/18/14  
LEA President Date

Julie Duffa 8/20/14  
Board President Date

Monica Ludman 8/19/14  
LEA Negotiations Chair Date

Karen Moulton 8/20/14  
Superintendent Date

D. E. Bell 8/20/14  
LEA Treasurer Date

Jenny J. Boyer 8/19/14  
Treasurer Date



**CERTIFICATED GRIEVANCE FORM**

NAME OF GRIEVANT \_\_\_\_\_ POSITION \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

SCHOOL \_\_\_\_\_ NAME OF PRINCIPAL \_\_\_\_\_

GRIEVANT ACCOMPANIED BY: \_\_\_\_\_

SECTION FOR GRIEVANT: Briefly state the problem, indicating the specific section of the agreement which has allegedly been violated, misinterpreted, or misapplied and the date of occurrence.

(If additional space is needed, use other side.)

What remedy is sought?

DATE \_\_\_\_\_ GRIEVANT'S SIGNATURE \_\_\_\_\_

(PRINCIPAL'S RESPONSE ON BACK)

Certificated Grievance Form (continued)

SECTION FOR PRINCIPAL:

DATE RECEIVED \_\_\_\_\_

In answer to the grievance, include parts of the Agreement which is the basis of the decision. Prepare four (4) copies of this form. Distribute as follows:

- 1. Original to school principal's file
- 2. Copy to Superintendent & Human Resources
- 3. Copy to Grievant
- 4. Copy to Association

DATE \_\_\_\_\_ PRINCIPAL'S SIGNATURE \_\_\_\_\_

APPEAL SECTION: I desire to appeal the above decision.

DATE \_\_\_\_\_ SIGNATURE OF APPELLANT \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE OF CHAIRPERSON  
LEA Grievance Committee:

\_\_\_\_\_





**ORAL REPRIMAND**

As stated in Article 10.03, the written documentation of an oral reprimand shall become part of the employee's personnel file. An employee's response may be attached. At the request of the bargaining unit member, all copies of documentation of an oral reprimand shall be returned to the member after two years without an occurrence similar to the occurrence which originally resulted in the oral reprimand.

TO:

FROM:

DATE:

**RE: ORAL REPRIMAND**

Please be advised that you have violated the Lakota Board of Education Policies, Procedures, State law, and/or Professional Code of Conduct.

Specifically, *(Cite violation and a summary of the incident)*

Directives, *(supervisor's expectations for behavior)*

You are hereby reprimanded and served notice that further violations may result in, more serious disciplinary actions.

The signature below indicates the employee has received a copy of this document, and not necessarily agrees with the contents.

\_\_\_\_\_  
LES member signature

\_\_\_\_\_  
Administrator signature

c: Personnel File  
Union President



**WRITTEN REPRIMAND**

As stated in Article 10.03, a written reprimand is "a formal step in a progressive disciplinary process beyond or in follow-up to the oral reprimand. A written reprimand is always reduced to writing using Appendix D and a copy of the written reprimand shall become a part of the employee's personnel file. An employee's response may be attached.

TO:

FROM:

DATE:

**RE: WRITTEN REPRIMAND**

Please be advised that you have violated the Lakota Board of Education Policies and Procedures and/or State law.

Specifically, *(Cite violation and a summary of the incident)*

You are hereby reprimanded and served notice that further violations may result in, more serious disciplinary actions.

The signature below indicates the employee has received a copy of this document, and not necessarily agrees with the contents.

\_\_\_\_\_  
LEA member signature

\_\_\_\_\_  
Administrator signature

c: Personnel File  
Union President



**STIPEND/EXTRA DUTY PAYMENT FORM**

\_\_\_\_\_  
LEA member

\_\_\_\_\_  
Employee ID

\_\_\_\_\_  
Building

\_\_\_\_\_  
Stipend:

\_\_\_\_\_  
Extra Duty:

\_\_\_\_\_  
Lump Sum:

Description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hourly Rate (per attached Stipend Category Form and Time/Effort Log)

_____ Hours x \$10	=	_____
_____ Hours x \$18	=	_____
_____ Hours x \$27	=	_____
_____ Lump sum amount	=	_____

\_\_\_\_\_  
Funding Source

\_\_\_\_\_  
Account Code

\_\_\_\_\_  
Building Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Central Office Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Submitted by

\_\_\_\_\_  
Date

**District Hourly Rates**

District hourly rate	\$27
(1) Curriculum development (see 13.02)	
(2) Internal substitute (see 12.05)	
Preparation of newly constructed classrooms (see 18.0602):	\$10
Summer meetings called by principal (see 18.0603):	\$10
Approved summer trainings (see 18.0604)	\$10
Stipend pay (18.0605)	(\$10, \$18, or \$27)
Lump sum activity (outside agency/contract)	contracted agreement
Early entrance testing:	Individual hourly rate (see 18.06)
Supervision (See 18.0604):	\$50

**Stipend Pay Category Form**

(July 1 to June 30\*)

ADMINISTRATIVE RESPONSIBILITIES (14 maximum points)

Student enrichment	6
The stipend position includes continuation of impact on student/teacher learning.	
Collect participation fees	2
Fees include those for events and/or activities; determines fees, receipts, budget, accounting, ordering, and distribution of funds.	
Public relations/communications	2
Works with universities to offer credit for staff.	
Advertises nationwide publicity for professional development.	
Coordination of other staff	5
In order to carry out this position, must communicate/coordinate with other staff Members.	
Coordination with outside agency for building rental	6

QUALIFICATIONS (5 maximum points)

Required certification/license	5
The position requires specific certification or license in a specific academic area.	
Required special training	5
Being in charge of this stipend requires special training or special expertise in lieu of license.	

PAY CATEGORY CHART (circle the appropriate points above)

Points:	Pay Category:
1 – 5	\$10.00 <ul style="list-style-type: none"> <li>• (Newly constructed classrooms – see 18.0602)</li> <li>• (Summer meetings called by principal – see 18.0603)</li> </ul>
6 – 10	\$18.00 (Per negotiation)
11 – 19	\$27.00

\*Will be posted and be in effect July 1 to June 30, yearly.

## Lakota Local School District

## Teacher Salary Schedule

Base: \$39,692

Effective: 7/1/2014

Step	BA		BA+150		MASTER'S		MASTER'S +15		MASTER'S +30		PhD	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index
1	\$39,692	1.0000	\$41,379	1.0425	\$43,441	1.0945	\$44,379	1.1181	\$45,316	1.1417	\$46,253	1.1653
2	\$41,323	1.0411	\$43,066	1.0850	\$45,222	1.1393	\$46,347	1.1677	\$47,472	1.1960	\$48,503	1.2220
3	\$42,954	1.0822	\$44,753	1.1275	\$47,003	1.1842	\$48,315	1.2172	\$49,627	1.2503	\$50,752	1.2786
4	\$44,585	1.1233	\$46,441	1.1700	\$48,784	1.2291	\$50,283	1.2668	\$51,783	1.3046	\$53,002	1.3353
5	\$46,216	1.1644	\$48,128	1.2125	\$50,565	1.2739	\$52,252	1.3164	\$53,939	1.3589	\$55,251	1.3920
6	\$47,847	1.2055	\$49,815	1.2550	\$52,346	1.3188	\$54,220	1.3660	\$56,095	1.4133	\$57,501	1.4487
7	\$49,477	1.2465	\$51,502	1.2975	\$54,126	1.3637	\$56,188	1.4156	\$58,251	1.4676	\$59,750	1.5053
8	\$51,108	1.2876	\$53,189	1.3400	\$55,907	1.4085	\$58,157	1.4652	\$60,406	1.5219	\$62,000	1.5620
9	\$52,739	1.3287	\$54,876	1.3825	\$57,688	1.4534	\$60,125	1.5148	\$62,562	1.5762	\$64,249	1.6187
10	\$54,370	1.3698	\$56,563	1.4250	\$59,469	1.4983	\$62,093	1.5644	\$64,718	1.6305	\$66,499	1.6754
11	\$56,001	1.4109	\$58,251	1.4676	\$61,250	1.5431	\$64,062	1.6140	\$66,874	1.6848	\$68,748	1.7320
12	\$57,632	1.4520	\$59,938	1.5101	\$63,031	1.5880	\$66,030	1.6636	\$69,029	1.7391	\$70,998	1.7887
13	\$59,263	1.4931	\$61,625	1.5526	\$64,812	1.6329	\$67,998	1.7131	\$71,185	1.7934	\$73,247	1.8454
14	\$61,569	1.5512	\$64,062	1.6140	\$66,593	1.6777	\$69,967	1.7627	\$73,341	1.8478	\$75,497	1.9021
15	\$63,874	1.6092	\$65,936	1.6612	\$68,373	1.7226	\$71,935	1.8123	\$75,497	1.9021	\$77,746	1.9587
16	\$63,874	1.6092	\$65,936	1.6612	\$69,311	1.7462	\$72,872	1.8359	\$76,434	1.9257	\$78,684	1.9824
17	\$63,874	1.6092	\$65,936	1.6612	\$70,248	1.7698	\$73,810	1.8596	\$77,371	1.9493	\$79,621	2.0060
18	\$63,874	1.6092	\$65,936	1.6612	\$71,185	1.7934	\$74,747	1.8832	\$78,309	1.9729	\$80,558	2.0296
19	\$65,374	1.6470	\$67,811	1.7084	\$72,123	1.8171	\$75,684	1.9068	\$79,246	1.9965	\$81,496	2.0532
20	\$65,374	1.6470	\$67,811	1.7084	\$73,060	1.8407	\$76,622	1.9304	\$80,183	2.0201	\$82,433	2.0768
21	\$65,374	1.6470	\$67,811	1.7084	\$73,997	1.8643	\$77,559	1.9540	\$81,121	2.0438	\$83,370	2.1004
22	\$65,374	1.6470	\$67,811	1.7084	\$74,934	1.8879	\$78,496	1.9776	\$82,058	2.0674	\$84,307	2.1240
23	\$66,874	1.6848	\$69,686	1.7557	\$75,872	1.9115	\$79,434	2.0013	\$82,995	2.0910	\$85,245	2.1477
24	\$66,874	1.6848	\$69,686	1.7557	\$76,809	1.9351	\$80,371	2.0249	\$83,933	2.1146	\$86,182	2.1713
25	\$66,874	1.6848	\$69,686	1.7557	\$77,746	1.9587	\$81,308	2.0485	\$83,933	2.1146	\$86,182	2.1713

*This salary schedule reflects the \$2,200 increase*

**ATHLETIC SUPPLEMENTAL SALARY SCHEDULE**

**JULY 1, 2014 - JUNE 30, 2017**

**High School**

Appendix G

**Basketball - Football - Soccer - Swimming - Track - Wrestling**

Head Coach	\$9,000
Assistant Coach	\$5,000
Assistant Coach - Freshman	\$3,000

**Baseball - Softball - Volleyball**

Head Coach	\$6,000
Assistant Coach	\$3,400
Assistant Coach - Freshman	\$2,200

**Cross Country - Gymnastics**

Head Coach	\$5,000
Assistant Coach	\$2,800

**Bowling - Cheerleading (Football/Basketball) - Golf - Tennis - Dance**

Head Coach	\$3,400
Assistant Coach	\$2,800
Assistant Coach - Freshman	\$2,200

**Chess Team - Quiz Team**

Head Coach	\$2,200
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**Sports Information Director**

	\$9,000
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Combined East HS/West HS teams will receive \$1,000 added to their supplemental pay.

**Junior School**

Athletic Director	\$9,000
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**Basketball - Football - Track- Wrestling**

Junior School Head Coach (7th Grade and/or 8th Grade)	\$3,000
Junior School Assistant Coach (7th Grade and/or 8th Grade)	\$2,300

**Cheerleading (Football and Basketball) - Cross Country - Golf - Volleyball**

Junior School Head Coach (7th Grade and/or 8th Grade)	\$2,300
Junior School Assistant Coach (7th Grade and/or 8th Grade)	\$1,500

**Tennis**

Junior School Head Coach (7th Grade and/or 8th Grade)	\$1,500
---	---------

## Proposal for Supplemental Position

**Mark One:**

New  Reinstatement  Revision

**Date Submitted:**

Month  Day  Year

**Position Title:**

**Grade Level: Pre-1, 2-6,  
7-8, 9, 10-12**

Select

**Rationale for Position:**

**Qualifications:**

**Job Description of Supplemental:**

**Summary of Position:**

**Essential Responsibilities:**

**Time Required: Specify the numbers for each category below.**

Number of hours beyond the contract day per week.	Number of weeks per year.	Number of weekends / holidays.	Hours of release time per week provided during contract day.
Hours per week:	Weeks per year:	Weekends / holidays	Hours of release
<p><b>Out of school hours</b> (7 maximum points)</p> <p>under 100 hours    1 Pt. 100-200 hours    2 Pt. 201-300 hours    3 Pt. 301-400 hours    4 Pt. 401-500 hours    5 Pt. 501-600 hours    6 Pt. 601 + hours       7 Pt.</p> <p>Points are based on actual total hours outside the contract day. Hours must be reasonable for the position and required of anyone who holds that position.</p>	<p><b>Frequency</b> This point is given for an intense season or preparation time required more than 20 hours per week for a minimum of three weeks.</p> <p><b>Duration</b> This point is given when the actual supplemental is required to last for more than 12 weeks.</p>	<p><b>Weekends/evenings/holidays</b> (3 maximum points)</p> <p>2 occurrences    1 Pt. 3-4 occurrences    2 Pt. 5+ occurrences    3 Pt.</p> <p>For this purpose, "occurrences" are those times when the teacher has to return to school or when school is not in session. They do not include the time right after dismissal or right before the school day.</p>	<p><b>School day hours</b> Given for hours within the contract day or in lieu of the contract day.</p>

**Time (12 Maximum Points)**

**Administrative Responsibilities:** *Mark all items below that apply.*

<p><b>Collect participation fees</b> Fees include those for club or organization membership, pay to play, supplies, etc; and the position includes direct responsibility for at least one of the following: determine fees, receipts, budget, accounting, or ordering.</p>	<input type="checkbox"/>	
<p><b>Conduct fund raising</b> The person in the supplemental position has direct responsibility for advertisements, sponsors, and sales, as well as for monies collected, counting, budgeting, and paying bills.</p>	<input type="checkbox"/>	
<p><b>Collect admissions</b> The activity includes admission paid by the audience, and the person in the supplemental position has direct responsibility for the monies collected, counting, and budgeting.</p>	<input type="checkbox"/>	
<p><b>Marketing</b> The activity includes selling original products (e.g., publications) rather than resale of fund-raising merchandise.</p>	<input type="checkbox"/>	
<p><b>Eligibility/OHSAA forms/medical forms/grade reports</b> The position includes direct responsibility for collecting forms and verifying information.</p>	<input type="checkbox"/>	
<p><b>Coordination of other staff</b> Other staff must be directly responsible to this person. Does not include the number of individuals with whom the supplemental position holder communicates. This is considered only when there is an assistant with a supplemental position for the same activity and for academic department chairs.</p>	<input type="checkbox"/>	
<p><b>Public relations</b> The activity includes district-authorized free performances as a means of good will.</p>	<input type="checkbox"/>	
<p><b>Community organizations partnership</b> A community group has a major relationship with the supplemental group.</p>	<input type="checkbox"/>	
<b>Administrative Responsibilities ( 8 Maximum Points)</b>		

**Scale and Scope of performance/production/competition:** Level and scope are considered only for supplemental positions which involve productions, performances, or competitions. Providing an after school study group would have the same duties and responsibilities at any level.

**Scale of performance/production/competition:** *Mark each category that applies below.*

Early Childhood - 6 <sup>th</sup> 0 Pt.	Junior High            1 Pt.	Freshman              2 Pt.	High School            3 Pt.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Scope of performance/production/competition:** *Mark each category that applies below.*

Two levels    1Pt.	Three levels    2 Pt.	Four levels 3 Pt.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Program scope points are based on combinations of levels as listed above. Involvement at each level must be direct, and the individual must be actively "in charge" beyond observing or "scouting." Program scope points are not used when there are distinct supplementals at more than one level (e.g., person with high school newspaper supplemental would not get program scope points even if routinely visiting junior schools to share the high school's paper).

**Scale of performance: Scope                      (6 maximum points)**

**Academic Administrative Responsibilities: Mark each category that applies below.**

Grade level/department chairs <b>3-5 faculty members</b> (academic department size for chairs)  1 Pt.	Grade level/department chairs <b>6-10 faculty members</b> (academic department size for chairs)  2 Pt.	Grade level/department chairs <b>11+ faculty members</b> (academic department size for chairs)  3 Pt.	Disciplinary supervision Responsibilities include supervision of detention and similar activity.  5 Pt.	Academic instruction The supplemental position includes continuation of teaching responsibilities.  7 Pt.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Academic Administrative Responsibilities (Maximum 7 Pt.)**

**Qualifications: Mark each category that applies below.**

<b>Required certification/license</b>  The position requires specific certification or license (e.g., athletic training).  1 Pt.	<b>Required special training</b>  Being in charge of this supplemental requires special training or special expertise (e.g., operation of equipment, knowledge of rules), and someone without the training could not carry out the responsibilities of this supplemental.  1 Pt.	<b>Experience in the activity</b>  Background in the activity is required--experience necessary for the successful execution of this supplemental. It is not specific to an individual and considered only for "head" positions.  1 Pt.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Qualifications (Maximum 3 Pt.)**

**Number of students/faculty: Specify the numbers for each category below.**

Number of Students		Number of Faculty	
<b>Students</b>		<b>Faculty</b>	
13-30 Students	1 Pt.	6-10 Faculty	1 Pt.
31+ Students	2 Pt.	11+ Faculty	2 Pt.
The number of faculty and/or students for which the supplemental holder is directly involved (ordering, scheduling, communicating, delegating, supervising, not the total enrollment or staff of a building or grade level. Academic department chairs are given points in this category and under grade level/department chairs			

**Number of Students/Faculty (Maximum 4 Pts.)**

**Unusual (hazardous) working conditions: Explain Below**

--

**Equipment regularly operated or used: Explain Below**

--

**List Funding Sources and Amounts Below**

--

By submitting, you certify that the above information is accurate and complete to the best of your knowledge.

**Proposal Submitted By**

**Administrator**

**Sponsoring Group**

**Contact Information**

**Committee Scoring/ Date**




**REQUEST FOR FLEX TIME**

LEA Member Name \_\_\_\_\_ Date of Request \_\_\_\_\_

Staff Assignment \_\_\_\_\_ Building \_\_\_\_\_

Reason for Request:

**Current schedule:**

Monday \_\_\_\_\_

Tuesday \_\_\_\_\_

Wednesday \_\_\_\_\_

Thursday \_\_\_\_\_

Friday \_\_\_\_\_

**Requested schedule change:**

Monday \_\_\_\_\_

Tuesday \_\_\_\_\_

Wednesday \_\_\_\_\_

Thursday \_\_\_\_\_

Friday \_\_\_\_\_

Duration of Alternate Planning schedule: (if approved)

From: \_\_\_\_\_ To: \_\_\_\_\_

LEA member signature \_\_\_\_\_

Approved \_\_\_\_\_

Administrative signature \_\_\_\_\_

\*copy of this signed form needs to be sent to the LEA president and the Executive Director of Human Resources



**LEA Application for Reimbursement**

Check whichever applies:

Pupil Activity Permit     License Renewal     Course work     Third Grade Guarantee Test

In accordance with Article 19.02, members will be reimbursed for the cost of license renewal. All reimbursements, including license renewal, activity permit, course work, and cost associated with completing the Third Grade Guarantee test, will be offered during the school year in which said activities were due for renewal and completed. Members must complete and submit Appendix J and verification of payment made in pursuant of said test, courses, and/or licenses.

Applicant Information:

Name: \_\_\_\_\_

EE ID # \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Present Assignment: \_\_\_\_\_

School: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please attach any necessary information regarding the requested reimbursement:

Items should include:

Official transcript

Proof of payment for test, license, course work

Test scores

Course work Information: (for 2014-2015 school year, course work needs to be aligned to TESOL and Reading endorsements)

Course title	Semester	University	Date completed	Grade

Authorized Signature: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Amount: \_\_\_\_\_



## Continuing Contract Eligibility Worksheet

In accordance with section 3319.08 of the Ohio Revised Code, the following information is required for progression from a limited to a continuing contract.

**For LEA members initially licensed prior to January 1, 2011**, the following rules apply:

- Have a contract that expires on June 30<sup>th</sup> of the current school year, **and must:**
- Hold a professional, permanent, or life certificate or a professional, senior professional, or lead professional educator license, **and**
- Have taught three of the last five years within the district, or having attained continuing contract status elsewhere in Ohio (provide written verification of this from your former Ohio district), have served at least two years in the Lakota district; **and**
- Hold a master's degree at the time of initially receiving Ohio teacher's certificate under former law or an educator license, have taken **(6) six semester hours of graduate coursework** in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license. **LEA member must provide ORIGINAL TRANSCRIPTS to the Human Resources Department** by the first teacher contractual day in February;

**OR**

- Have taken **(30) thirty semester hours of coursework** in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license. **LEA must provide ORIGINAL TRANSCRIPTS to the Human Resources Department** by the first teacher contractual day in February.

**For LEA members initially licensed on or after January 1, 2011**, the following rules apply:

- Have a contract that expires on June 30<sup>th</sup> of the current school year, **and must:**
- Hold a professional educator license, senior professional educator license, or lead professional educator license, **and**
- Have held an educator license for at least seven years; **and**
- Hold a master's degree at the time of initially receiving educator license, and have taken **(6) six semester hours of graduate coursework** in the area of licensure or in an area related to the teaching field since the initial issuance of that license. **LEA member must provide ORIGINAL TRANSCRIPTS to the Human Resources Department** by the first teacher contractual day in February.

**OR**

- Have taken **(30) thirty semester hours of coursework** in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license. **LEA member must provide ORIGINAL TRANSCRIPTS to the Human Resources Department** by the first teacher contractual day in February.

In order to be considered for a continuing contract for the upcoming school year, it is the LEA members responsibility to complete the following application, meet all the requirements above, meet all deadlines, and have administrative approval following a complete evaluation.



**APPLICATION FOR CONTINUING CONTRACT**

LEA Member \_\_\_\_\_ Date \_\_\_\_\_

License Number \_\_\_\_\_ Initial License Date \_\_\_\_\_

Teacher License or Certificate type (lead, senior, permanent) \_\_\_\_\_

Years of Service with Lakota \_\_\_\_\_

Complete one of the sections below:

If teacher held a master's degree at time of initial licensure:

Year that Teacher received Master's Degree \_\_\_\_\_

Name of University \_\_\_\_\_

\_\_\_\_\_ I have completed 6 hours of coursework since completing my Master's

If teacher did not hold a master's degree at time of initial licensure:

\_\_\_\_\_ I have completed 30 hours of coursework in the area of licensure or the teaching field

It is the teacher's responsibility to provide all original transcripts to the HR department by the first teacher contractual day in February to be considered for a continuing contract for the next school year. Applications for continuing contract will only be considered if all of the requirements are met.

**Return this form to your Principal no later than the last Friday in October at the end of the workday.** If you have any questions or concerns regarding this process please contact Sharon Mays, LEA President.

\_\_\_\_\_  
Employee Name – Printed

\_\_\_\_\_  
Building/Department Location

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
\*Principal/Administrator Signature

\_\_\_\_\_  
Date Signed

\*Administrator signature indicates the Administrator is in 100% support of the employee's application for continuing contract.

To find all data related to initial licensure and/or certification, go to the ODE website and access information via the SAFE account.



SICK LEAVE DONATION REQUEST FORM

Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Employee ID Number \_\_\_\_\_

Base Location \_\_\_\_\_ LEA \_\_\_\_\_ LSSA \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Home Address \_\_\_\_\_

1. Date of last day at work prior to illness \_\_\_\_\_

2. Date projected to return \_\_\_\_\_

3. Days requested \_\_\_\_\_

Explanation/Nature of illness \_\_\_\_\_

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

**Note:** A medical statement from a licensed physician must accompany this application. Said statement must be dated and signed by the physician; must explain the cause of the extended illness/disability; verification of work days missed; date employee is permitted to return to work on a restriction-free basis. Without the documentation, this application will not be considered. (The maximum number of days a bargaining unit member may request is 30 sick leave bank days.)

Completed application along with medical statement should be turned in to Human Resources.

\*\*\*\*\*

For SBC use: \_\_\_\_\_ days have been approved

\_\_\_\_\_ Disapproved Reason \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Signature



REQUEST FOR HORIZONTAL ADVANCEMENT ON THE SALARY SCHEDULE

LEA Member: \_\_\_\_\_ Building: \_\_\_\_\_

In accordance with Article 18 of the LEA Master Contract, a teacher shall advance horizontally on the salary schedule when:

- 1) Sufficient course work or a higher degree is earned from an institution accredited by the National Council for Accreditation of Teacher Education or a regional accreditation association.
2) Satisfactory evidence of such completion is provided to the employer. Satisfactory evidence shall be an official transcript or a letter of course work completion issued by the appropriate institution or program.

Note: Bachelor 150 constitutes all undergraduate and graduate course work. For advancement to hours beyond a Master's (i.e- M+15), all hours must have taken place after master's was conferred.

It is the teacher's responsibility to ensure this form is completed and submitted along with the documents listed above on or before September 15th each year in order to be considered for advancement on the salary schedule.

I am requesting that the enclosed transcripts from the following universities be reviewed for advancement (list the names of the universities from which you are submitting transcripts below)

- 1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

I have earned additional education credits beyond my current degree to advance

from \_\_\_\_\_ to \_\_\_\_\_
(B, B150, M, M+15, M+30) (B150, M, M+15, M+30, Doc)

I understand that it is my responsibility to ensure that all official transcripts are submitted to the Human Resources Office on or before September 15th for advancement on the salary schedule for that current school year. Requests for advancement received after September 15th will be held for the following school year.

LEA Member Signature \_\_\_\_\_

Date \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
 "Elementary Workday for the 2014-2015 School Year"

The Board and the Association agree that the following provisions shall govern the elementary school teacher workday and shall supersede conflicting provisions of Article XII, Section 12.05 to the extent that such Sections conflict with the language of this Memorandum of Understanding.

**At the K-1 and 2-6 Levels:**

- For early-start schools, the teacher workday shall be 7:50 AM to 3:20 PM.
- For late-start schools, the teacher workday shall be 8:40 AM to 4:10 PM.
- Daily planning time will be given to homeroom teachers for a minimum of 30 minutes prior to the start of the student day. Fifteen additional planning minutes shall be during student recess, except for half-day Kindergarten.
- Daily planning time will be given to non-homeroom teachers who are assigned non-instructional duties during the teacher workday.
- Teachers may be assigned non-instructional duties. These duties shall be educationally valid and not arbitrary or capricious.
- No meetings shall be called by Administration during plan time per the Collective Bargaining Agreement.
- A joint Administration and LEA sub-committee of the LMC shall be established to discuss the use of T&E time. The committee shall make quarterly reports to the LMC.

**Half-Day Kindergarten:**

- The student day shall be 9:30 AM to 12:15 PM and 1:15PM to 4:00 PM, and will include one 30 minute Media Center block per week, per session.

**All-Day Kindergarten and Grade 1:**

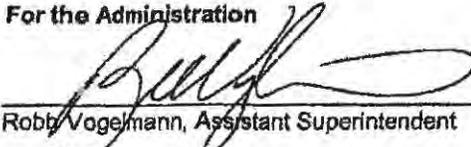
- The student day shall be 9:30 AM to 4:00 PM, and will include:
  - o One 45-minute Lunch/Recess block per day
  - o One 45-minute Special per week

**Grades 2-6:**

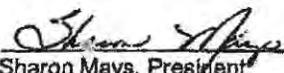
- The student day shall be 8:40 AM to 3:10 PM or 9:30 AM to 4:00 PM and will include:
  - o At least one 45 minute Special per week
  - o At least one 90 minute instructional block per day
  - o One 45 minute Lunch/Recess block per day

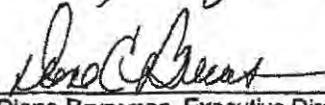
This Memorandum of Understanding shall be subject to the Grievance Process of the Current Master Agreement between the Lakota Local Board of Education and the Lakota Education Association (Article IV) and shall expire on June 30, 2015.

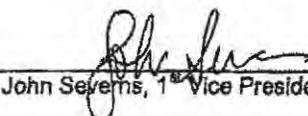
**For the Administration**

  
 Robb Vogelmann, Assistant Superintendent      5/15/14  
 \_\_\_\_\_ Date

**For the Association**

  
 Sharon Mays, President      5/15/14  
 \_\_\_\_\_ Date

  
 Diane Brunsman, Executive Director of HR      5/15/14  
 \_\_\_\_\_ Date

  
 John Sevrens, 1<sup>st</sup> Vice President      5/15/14  
 \_\_\_\_\_ Date

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and Counsel for the Board of Education.

**MEMORANDUM OF UNDERSTANDING**  
 "7-12 Workday for the 2014-2015 School Year"

The Board and the Association agree that the following provisions shall govern the high school and junior school teacher workday and shall supersede conflicting provisions of Article XII, Section 12.05 to the extent that such Sections conflict with the language of this Memorandum of Understanding.

**At the Junior School Level (Grades 7-8):**

- o For the 2014-15 school year, the school day shall be divided into six (6) student periods each day of the week. Teachers shall teach no more than six (6) periods. Planning time will be given to teachers after the end of the student day.
- o Teachers in core subjects (English, Math, Science, Social Studies) shall have a total caseload not to exceed 165 students.
- o Teachers may be assigned non-instructional duties in lieu of a teaching period. These duties shall be educationally valid and not arbitrary or capricious.

**At the High School Level (Grade 9):**

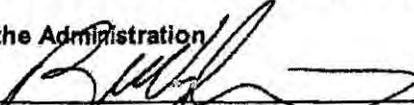
- o For the 2014-15 school year, the school day shall be divided into seven (7) student periods per day. Teachers shall teach no more than six (6) periods. Planning time will be during the teacher workday and equal in length to one class period.
- o During the seven-period day, teachers will be available to students for individualized help during the additional Extra Help time. Teachers will be assigned groups of students during this time and will be responsible for supervision of those students. Distribution of students during Extra Help will be done in an equitable manner. No direct instruction of new content will occur during Extra Help.
- o Teachers with fourth-period plan will not receive additional plan time exceeding one class period.
- o Teachers in core subjects (English, Math, Science, Social Studies) shall have a total caseload not to exceed 165 students. Teachers of Foreign Languages shall have a total caseload not to exceed 170 students.
- o Every attempt will be made to keep the preparations to three (3) or fewer per teacher. Teachers having four or more preparations (different courses taught) shall be given every consideration for additional plan time.
- o Teachers may be assigned non-instructional duties in lieu of a teaching period and/or Extra Help duty. These duties shall be educationally valid and not arbitrary or capricious.

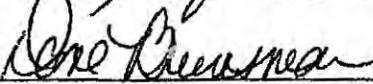
**At the High School Level (Grades 10-12):**

- o For the 2014-15 school year, the school day shall be divided into six (6) student periods three days of the week. Teachers shall teach no more than six (6) periods. Two days of the week the days will be divided into three periods and an Extra Help duty. Teachers shall teach no more than three (3) periods. Planning time will be given to teachers prior to the start of the student day.
- o During the three-period days, teachers will be available to students for individualized help during the additional Extra Help period. Teachers will be assigned groups of students during this time and will be responsible for supervision of those students. Distribution of students during Extra Help will be done in an equitable manner. No direct instruction of new content will occur during Extra Help.
- o Teachers in core subjects (English, Math, Science, Social Studies) shall have a total caseload not to exceed 165 students. Teachers of Foreign Languages shall have a total caseload not to exceed 170 students.
- o Every attempt will be made to keep the preparations to three (3) or fewer per teacher. Teachers having four or more preparations (different courses taught) shall be given every consideration for additional plan time.
- o Teachers may be assigned non-instructional duties in lieu of a teaching period and/or Extra Help duty. These duties shall be educationally valid and not arbitrary or capricious.

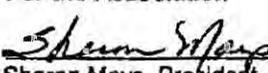
This Memorandum of Understanding shall be subject to the Grievance Process of the Current Master Agreement between the Lakota Local Board of Education and the Lakota Education Association (Article IV) and shall expire on June 30, 2015.

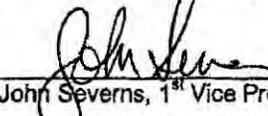
**For the Administration**

  
 Robb Vogelmann, Assistant Superintendent      5/15/14  
 \_\_\_\_\_ Date

  
 Diane Brunsman, Executive Director of HR      5/15/14  
 \_\_\_\_\_ Date

**For the Association**

  
 Sharon Mays, President      5/15/14  
 \_\_\_\_\_ Date

  
 John Severns, 1<sup>st</sup> Vice President      5/15/14  
 \_\_\_\_\_ Date

Any memorandum of understanding is subject to review and approval by the LEA Executive Committee and Counsel for the Board of Education.

**AGREEMENT BETWEEN  
LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
AND THE  
LAKOTA EDUCATION ASSOCIATION  
Third Grade Reading Guarantee Praxis Test  
For the 2014-2017 School Years**

This Memorandum of Understanding is made and entered into by and between the **LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (the "Board") and the **LAKOTA EDUCATION ASSOCIATION** (the "Association").

**NOW, THEREFORE, BE IT AGREED**, by and between the Board and the Association as follows:

1. The following employees who are licensed to teach third grade may qualify for reimbursement for taking the Ohio Reading Praxis Test:
  - a. Regularly certificated/licensed personnel on a one year contract
  - b. Regularly certificated/licensed personnel on a two year contract
  - c. Regularly certificated/licensed personnel on a continuing contract
2. Due to the cost involved, the Board reserves the right to limit the number of reimbursements. Therefore, the above-mentioned employees will be considered in the following order:
  - a. Regular classroom teachers in a third grade position during the school year who are not currently qualified under the state requirements
  - b. Any teacher who is licensed PK-3, K-8, or 1-8 but not presently teaching third grade and are not currently qualified under the state requirements
3. Employees will go through a pre-approval process.
4. Upon successful completion of the test, the employee will be reimbursed for the fee of one Ohio Reading Praxis Test.
5. If an employee gets pre-approved and does not successfully pass the said test the first attempt, he/she will be responsible for the additional cost but will be eligible for reimbursement of the cost of a single test upon successful completion.
6. Employees will not be reimbursed for time or travel in relation to the test.
7. Employees resigning prior to the start of the school year following the school year they were reimbursed for the Ohio Reading Praxis Test will be expected to reimburse the district for the said amount prior to receiving the final paycheck.
8. All test reimbursements must be submitted to Human Resources by June 30<sup>th</sup> of the school year in which the test is taken.
9. The Board, Employee and Association further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association.
10. Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy.
11. This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.
12. This Memorandum shall become a part of and affixed to the CBA effective with the signatures of the parties.

This Memorandum shall expire automatically on June 30, 2017.

**IN WITNESS WHEREOF**, the duly authorized representatives of the **LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **LAKOTA EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signatures.

\_\_\_\_\_  
LEA President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
LEA Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

**AGREEMENT BETWEEN  
LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
AND THE  
LAKOTA EDUCATION ASSOCIATION  
Evaluation Procedure  
For the 2014-2015 School Year**

This Memorandum of Understanding is made and entered into by and between the **LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (the "Board") and the **LAKOTA EDUCATION ASSOCIATION** (the "Association").

**NOW, THEREFORE, BE IT AGREED**, by and between the Board and the Association as follows:

1. A uniform instrument for rating bargaining unit members.
  - A. The evaluation procedure established in this agreement conforms to the framework for the evaluation of members developed pursuant to section 3319.112 of the Ohio Revised Code. Each completed evaluation will result in the assignment of a member effectiveness rating. The member effectiveness rating shall be derived from a summative rating based on student growth measures and based on a member's performance rating in accordance with Ohio law.
  - B. Application

The member evaluation procedure contained in this MOU applies to the following employees of the District:

    1. Members working under a license and/or permanent certificate issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.
    2. Members working under a permanent certificate issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.
  - C. Evaluators

Evaluators shall be the building principals and assistant principals who have obtained the appropriate credentials required by the Ohio Department of Education. Under unusual circumstances, any credentialed evaluator may be assigned by the Executive Director of HR to evaluate an LEA member. If requested by a member, following the first observation that results in an ineffective rating on the performance rubric, the second observation shall be completed by another-credentialed evaluator as assigned by the Executive Director of Human Resources. The evaluator shall not be a member of the bargaining unit.
  - D. Evaluation Instrument

The Evaluation Instrument shall be the OTES process and forms used by the member's evaluator.
  - E. Orientation

The District shall hold an OTES overview meeting for teachers being evaluated no later than September 30<sup>th</sup> of each year.
  - F. Schedule for Evaluation
    - A. No teacher shall be formally evaluated more than once annually.
    - B. Each teacher being evaluated shall participate in a goal development meeting with his/her evaluator no later than September 30<sup>th</sup> and prior to the first observation being

conducted. The goal setting meeting may be an individual meeting with the teacher and evaluator in attendance, or a group meeting with more than one teacher and more than one evaluator present. Each teacher shall complete the Professional Growth Plan form.

- C. In the year when a teacher's contract expires, a minimum of three (3) formal observations shall be conducted. The only exception is if the administration waives the third (3<sup>rd</sup>) observation. Under no circumstances shall a teacher's contract be non-renewed or terminated unless a minimum of three (3) observations have been completed. A formal observation shall last a minimum of thirty (30) minutes.
- a. The first formal observations shall be preceded by a conference between the evaluator and the teacher at least one (1) day prior to the observation in order for the teacher to explain lesson plans and objectives for the class which will be observed. The form to be completed is either the Observation Sheet or the Observation Rubric.
  - b. All post-observation conferences shall be held between the evaluator and the teacher no longer than five (5) work days after the observation.
  - c. The timeline for teachers being observed three (3) times shall be:
    - i. First (1<sup>st</sup>) post-observation conference held on or before November 30<sup>th</sup>.
    - ii. Second (2<sup>nd</sup>) post-observation conference held on or before February 20<sup>th</sup>
    - iii. Third (3<sup>rd</sup>) post-observation conference held on or before May 1<sup>st</sup>
  - d. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
- D. In any year when a teacher's contract does not expire, a minimum of two (2) formal observations shall be completed. A formal observation shall last a minimum of thirty (30) minutes. The first formal observations shall be preceded by a conference between the evaluator and the teacher at least one (1) day prior to the observation in order for the teacher to explain lesson plans and objectives for the class which will be observed. The form to be completed is the Observation Sheet or the Observation Rubric.
- a. All post-observation conferences shall be held between the evaluator and the teacher no longer than five (5) work days after the observation.
  - b. The timeline for teachers being observed two (2) times shall be:
    - i. First (1<sup>st</sup>) post-observation conference held on or before November 30
    - ii. Second (2<sup>nd</sup>) post-observation conference held on or before March 30
  - c. Before the evaluation cycle is final, and no later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

#### G. Walkthroughs

1. A walkthrough is a formative written assessment that has the following components:
  - a. A building/individual member awareness of the focus for the walkthrough prior to each walkthrough.
  - b. The administrator will provide the member with the Walkthrough General Feedback Form no later than three (3) work days after the walkthrough. If a teacher or principal requests a meeting, a meeting will be held at a time mutually agreeable by the parties.
  - c. Walkthroughs shall not be conducted in a manner that is disruptive to the learning environment. Furthermore, walkthroughs shall be less than thirty (30) minutes in length. A reasonable amount of time will be given to the LEA member between walkthroughs in order to implement necessary teaching adjustments.

#### H. Finalization of Evaluation

##### 1. Written Report

Before the evaluation cycle is final, and no later than May 10, the formal written evaluation report shall be provided to the teacher and a conference shall be held between the teacher and the evaluator.

2. 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.

3. Submission of Data to ODE

Submission of data will follow the minimum requirements of ORC.

I. SLO Committee

1. The Board and the Association shall establish a Student Learning Objective (SLO) committee to develop and/or review SLOs as required by the evaluation procedure. The committee shall also have the responsibility to develop internal procedures that will govern the committee's operations. Teachers will only need to complete a maximum of two (2) SLO's per evaluation cycle.

J. Personnel Action Requirements

Student growth measure data will **not** be used for evaluation, non-renewal, or termination purposes. For purposes of a reduction in force, all teacher evaluations shall be deemed comparable.

- K. Teachers who do not have students more than 50% of the time will be evaluated using the performance section of the OTES model only.

L. Removal of Poorly Performing Teachers

1. Poorly performing teachers may be removed, upon recommendation of the Superintendent, and through the requirements of the collective bargaining agreement and/or Ohio law, either through non-renewal or termination.
2. Nothing in this Memorandum of Understanding will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Lakota Education Association. The evaluation system and procedures set forth in this Agreement shall not create an expectation of continued employment for teachers on a limited contract that are evaluated. The Board reserves its right to non-renew a teacher evaluated under this Memorandum of Understanding in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

The Board, Employee and Association further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association.

Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy.

This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.

This Memorandum shall become a part of and affixed to the CBA effective with the signatures of the parties.

This Memorandum expires June 30, 2015.

**IN WITNESS WHEREOF**, the duly authorized representatives of the **LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **LAKOTA EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signatures.

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LEA President

Date

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Board President

Date

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LEA Negotiations Chair

Date

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Treasurer

Date



**AGREEMENT BETWEEN  
LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
AND THE  
LAKOTA EDUCATION ASSOCIATION  
INNOVATION AND CREATIVE INCENTIVE  
For the 2014-2015 School Year**

**NOW, THEREFORE, BE IT AGREED**, by and between the Board and the Association as follows:

Section 18.06 and section 18.07 of the agreement, which relate to Tuition Reimbursement and the Teacher Development Fund, shall be suspended for the 2014-2015 contract year. The District will establish a committee to identify the District needs for training and/or coursework for the 2014-2015 school year.

1. The committee will be a subcommittee of the LEA LMC and will be comprised of at least four (4) LEA members selected by the Association President and at least four (4) members selected by the Superintendent or Designee.
  - The committee will present its findings to the LEA LMC for discussion.
  - The committee will meet quarterly to review applications and to discuss future initiatives. For the 2014-2015 school year, priority will be given to members for the Reading or TESOL endorsement(s).
  - Interested members will complete an application for approval to participate. The application must be submitted to the Executive Director of Human Resources no later than the last Friday in October.
  - If funds remain in this account, there will be a second opportunity for members to submit an application that last Friday in September.
2. The other role of this committee is for the creation of Innovation and Creative Incentive Compensation Program.
  - Any member who completes the process for developing an innovative or creative practice for instruction and has received an acceptable evaluation from the committee will receive a one-time payment of \$500.
  - The committee will establish and publish parameters and processes for this program by October 1, 2014.
  - Any member who completes the training and/or coursework as outlined in their approved application will be given reimbursement for any cost incurred for completion on a first come first served basis up to \$1,000 per member.
  - Reimbursement will be made for registration costs or tuition only and will NOT include any hourly wage or salary for members during summer months or after hour's commitment of time, or for mileage, meals, lodging, or child care for the member's children.
3. The amount of reimbursement will be taken from an established total amount as indicated by the Treasurer. The amount allocated will be financially feasible.
4. Once the funds allocated are utilized there will be no further allocation available.
5. Reimbursement will be distributed to members who complete the necessary documentation.
6. The District reserves the right to discontinue this fund if and when it is not fiscally feasible.

The Board, Employee and Association further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association.

Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy.



**AGREEMENT BETWEEN  
LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
AND THE  
LAKOTA EDUCATION ASSOCIATION  
Meetings, Plan Time, Flex Time  
For the 2014-2015 School Year**

**NOW, THEREFORE, BE IT AGREED**, by and between the Board and the Association as follows:

A committee consisting of a minimum of three (3) Association members and a minimum of three (3) Administrative members will meet to discuss meetings outside of the workday for each school year.

**12.04 Meetings**

12.0401 with the exception of special education and/or 504 meetings, members may be required to attend up to 15 hours of meetings before or after any regular workday per contract year. Such meetings shall not exceed 90 minutes in length and shall not exceed two (2) meetings per month. The meetings will be planned and scheduled ahead of time no less than 30 days prior to the date of the meeting by the Executive Director of Curriculum and Instruction, Executive Director of HR, the Assistant Superintendent, the Association President and two (2) other designated members appointed by the Association President.

Emergency faculty meetings may be called.

**Plan Time**

12.0502 Each member who works full time (7.5 hours) will have a minimum of 10% of the actual workweek as planning time.

No less than 30 minutes of uninterrupted plan time will be allotted daily during the member contract day.

The district will make reasonable efforts to utilize substitutes to facilitate professional development and special education/504 meetings during the members' contract day.

**Flex Time**

It is recognized that there may be occasions in which additional learning opportunities for students or supervision duty is possible before or after the regular student day. There is an interest in exploring such opportunities by flexing individual bargaining member's regular work schedule within a 7.5-hour workday.

Individual member schedules may be flexed before or after school to provide students with additional learning opportunities or for supervision duty. This alternate schedule must be agreed upon by the building principal and the individual member and cannot violate any other working conditions as defined in the master agreement.

Flex time shall not replace existing supplemental positions. All other rights and provisions of the master agreement shall remain in full force.

The flex time form included in Appendix I shall be completed by the member and submitted to the administrator for approval.

The Board, Employee and Association further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and Association.

Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy.

This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.

