



CONTRACT

11-19-14
14-MED-02-0211
2198-02
K31372

Between

LAKE LOCAL
EDUCATION ASSOCIATION
(Classified)

And

LAKE LOCAL
BOARD OF EDUCATION

July 1, 2014
through and including
June 30, 2017

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ARTICLE I – RECOGNITION

- A. The Lake Local Board of Education, hereinafter "Employer" or "District" hereby recognizes the Lake Local Education Association/OEA/NEA-Local, hereinafter the "Association" as the sole and exclusive representative for all non-certificated employees employed by the District in the following areas:

Cafeteria
Secretarial
Transportation
Aides
Maintenance/Head Custodian/Custodian

Excluded from the bargaining unit are three (3) non CDL van drivers, all confidential or supervisory personnel, seasonal, temporary, substitute or student employees who are employed under a work/study program or are in positions historically filled by students and all employees assigned to the offices of Superintendent / Central Office, Treasurer, and any individual assigned solely to a private school.

Recognition of Association as sole and exclusive bargaining agent for all employees in the bargaining unit shall continue until changed in accordance with ORC Chapter 4117.

The Board may not sub-contract any bargaining unit work if it would result in the elimination of an entire classification, and the Board further agrees to negotiate the effects of a decision to subcontract.

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

- C. Management Rights:

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

Revised Code. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the school district organizational structure;
2. Direct, supervise, evaluate and hire employees;
3. Maintain and improve the efficiency and effectiveness of Board operations;
4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;
5. Suspend, terminate, lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the school district, including the establishment of curriculum, special programs, athletic, recreational, and social events for students;
8. Effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities and assignments of staff members;
9. Take actions to carry out the mission of the school district.

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

regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

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

Failure to fill any vacancy shall not be considered a change in terms and conditions of employment.

D. Association Rights:

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

1. The use of faculty lounge bulletin boards and inter-school communication boxes for communication to members and the use of school facilities in the same manner as other groups that request use of the facilities.
2. The Association shall receive State Foundation information, copy of annual budget and appropriation measures and receive a copy of Board meeting agenda. Other public information will be made available upon request in advance as per Board adopted cost of reproduction.
3. A duly authorized representative of the Association may speak at Board meetings and representative(s) will be permitted to transact official Association business on school property provided the representative abides by the rules and regulations governing entry on school property and the transaction of official Association business does not interfere with or interrupt the ongoing instructional program or the assigned duties of employees.
4. Payroll deduction of Association dues in accordance with Article XVIII.

5. Association Leave

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

The LLEA President shall notify the Superintendent in advance.

6. A member of the bargaining unit, who is serving on the negotiations team, and whose work schedule conflicts with bargaining sessions, shall be permitted to trade shifts with another employee (if the other employee is agreeable), or shall be allowed to make-up the time, so that they may attend the bargaining sessions without loss of pay.

7. The Association President will be notified of transfers, vacancies, leaves, new positions, and sabbaticals.

E. The Board and Association agree to hold regular Labor-Management meetings to discuss issues deemed important by either party. The parties may agree to contract modification that would facilitate the implementation of this system.

The Superintendent and President will mutually prepare an agenda in advance of each meeting. The meeting schedule may be modified upon mutual agreement of the Superintendent and President.

ARTICLE II - NEGOTIATIONS PROCEDURE

A. Negotiations

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

2. Each team shall be comprised of not more than seven (7) members and either team shall have the right to caucus at any time during negotiations.

3. After receipt of the written request, the Superintendent or the Superintendent's designee and the President of the Association will meet to agree upon a date for negotiations which date shall be on or before the first day of April following the request for negotiations.
4. Submission of Issues: All issues proposed for negotiations shall be submitted in writing by the moving party not later than the first meeting. The responding party shall submit their issues not later than the second meeting. This provision shall not be interpreted as prohibiting in any way either party from submitting counterproposals at any time during negotiations which may be at variance with the initial proposals or proposed issues for negotiations of that party. Any such counterproposal shall be related in subject matter or resulting effect to the original proposal to which it is directed.
5. As negotiated items are agreed upon, they shall be reduced to writing and initialed and dated by the chief negotiator of each party. Such initialing shall be construed as tentative agreement on the item, with the understanding that there is not final agreement on any item until there is final agreement on all items.
6. When both teams have reached agreement on the total package, the Association team will recommend and encourage ratification of the agreement by the bargaining unit. If the agreement is ratified, the Board team will recommend and encourage ratification by the Board at a regular or special meeting within twenty (20) calendar days after ratification by the Association.
7. Meetings between the negotiation teams will be held at mutually agreeable times and places.

B. Dispute Resolution

1. If agreement is not reached within fifty (50) calendar days after the initial meeting, either party may request that the matter be submitted to a federal mediator from the Federal Mediation and Conciliation Service, to mediate the differences between the parties. Mediation shall continue for not longer than twenty (20) calendar days.

2. If this procedure does not result in an agreement, the Association has the right to strike provided it has given the ten (10) day notice required under 4117.14 (D) (2).
3. The State Employment Relations Board shall have no authority to impose any other alternate dispute resolution procedure on the parties unless jointly agreed to by LLEA and the Board. If SERB attempts to assert jurisdiction, the parties shall jointly oppose such effort in common pleas court.

ARTICLE III - ALLOWANCES

- A. All head cooks and cooks working six (6) hours per day and full-time and part-time custodian and maintenance/head custodians shall be provided with \$175.00 per year.
- B. Part time cooks' helpers and cafeteria employees shall be provided \$110.00 per year.
- C. Bus mechanics will receive a stipend of \$600.
- D. A uniform shall be considered as any Superintendent/designee approved shirt, pants, coveralls or combination. It is the employee's responsibility to keep the uniform in a clean condition when reporting to work.
- E. The specifications of the uniform to be worn shall be determined by the Superintendent or his/her designee after receiving the recommendation from the appropriate classification.
- F. The uniform shall be worn during the performance of the employee's duties.
- G. Bus mechanics shall be provided a uniform service for rental and cleaning of uniforms.

ARTICLE IV - TRANSPORTATION

All drivers shall receive a \$500 yearly stipend.

Route:

Is the transportation of students to and from school. Routes are bid prior to the start of the school year.

Extra Trips:

Is any trip that is bid on a weekly basis (i.e. athletic trips, camp, etc.)

Shuttle Transfers:

Is the transferring of students from one bus/van to another bus/van or from one building to another building. All year shuttle transfers will be included at the time of bidding if possible. After the initial bidding shuttle transfers that add more than 15 minutes to a route will be posted for rebid.

- a. Shuttle transfers will be paid at a minimum of $\frac{1}{4}$ hour or time worked if greater than $\frac{1}{4}$ hour.
- b. Shuttle going outside the district will be paid based upon time worked or at a minimum of one-half ($\frac{1}{2}$) hour.
- c. Shuttle transfers will be posted at the beginning of the year. Shuttle transfers that arise after the beginning of the year will be posted and bid by seniority unless the trip can be assigned to an existing route for efficiency.

A. Route Selection

1. The Director of Operations will post all routes and shuttle transfers, route descriptions and meeting date for route selection prior to school opening in the bus garage for all bus drivers to view. Routes and shuttle transfers for the school year will be posted ten (10) days prior to the first day of school. Bidding will be three (3) days later.

2. Routes/shuttle transfers will be selected on a seniority roster. Drivers not present at the meeting will be assigned their previous year's route if it is available when their turn to select comes up. If their former route is not available, they will be assigned to the last remaining route in the grouping of routes nearest their former route in regard to pay.

Example:

- a. 4-12 AM and PM
- b. K-3 AM & PM
- c. SCIP

3. Any route/shuttle transfer not selected will be assigned by seniority to available drivers.
4. The route/shuttle transfer assignment becomes effective the first day of school, and remains in effect for the remainder of the school year unless driver applies for a vacated or newly-created route.

However, assignments that increase more than 15 minutes will be rebid after October 20th and no later than November 1st. If the rebid results in the loss of insurance benefits the board will hold the driver harmless.

5. Routes/shuttle transfers may be adjusted after the driver has been advised of the necessary adjustment.

Routes/shuttle transfers may be adjusted no more than 15 minutes after the driver has been advised of the necessary adjustment. If adjustments of more than 15 minutes are necessary, the driver may be assigned other duties.

6. The routes/shuttle transfers will include the routes and bus times at the time of posting. The administrators shall have the sole and exclusive right to assign buses to routes and routes to buses.
7. If a driver is experiencing problems with student discipline, the Director of Operations may, after determining that proper student disciplinary procedures were followed, make a change in assignments of the driver experiencing problems with the least senior driver of a similar route. This procedure will be used if the change in assignment cannot be made by another driver

volunteering for the change.

B. Seniority List Determination for Bus Drivers

By July 15 of each year, a seniority list for the next school year will be prepared and posted in the bus garage. In preparing the seniority list and the placement of subsequently employed bus drivers, the following format shall apply:

1. First day of contractual employment as a driver for Lake Local Schools with a contract issued for driving bus.
2. In the event the contract date is the same, then the date on the driver's application shall apply.
3. If application date is the same, then first day of substitute bus driving in Lake Local School District shall apply.
4. If 1, 2 and 3 remain equal then a toss of the coin shall apply.

If a driver ceases employment as driver for the district and is re-hired at a later date, the former employee is considered a new hire on the seniority list.

C. Assignment of Vacant Routes/Shuttle Transfers

1. Vacant Route

- a. In the event a new route, vacancy or shuttle transfer that adds more than 15 minutes to a route becomes available after the route selection period, but prior to the next route selection period, the route/shuttle transfer shall be posted for a period of three (3) working days in the main office of all buildings and the bus garage. Within five (5) days after initially being posted, any driver interested in the route shall make application to the Director of Operations. The route/shuttle transfer shall be assigned to the applying bus driver having the highest job classification seniority. Job classification seniority shall be defined as continuous service in a specific job classification from the unit member's most recent date of entry in such job classification.

- b. An opening in the middle of the year shall be bid only once. After the middle of the year opening is bid and selected the Superintendent/designee may assign the open route caused by the contractual bid.
- c. The Board retains the right to maintain the job function during the posting and application period.

2. Extra Trips

- a. Outside of district - pay for driving extra trip will be at the driver's regular hourly rate. Minimum payment will be two (2) hours.
- b. Within the district - pay for driving extra trip (excluding shuttle transfers) will be at the driver's regular hourly rate (minimum one [1] hour).
- c. Selection for Extra Trips
 - (1) Extra trips will be offered on a rotation system from the seniority list of bus drivers. However, in the event an extra trip arises within a period of less than twenty-four (24) hours, the Director of Operations will offer the extra trip to an available driver. Acceptance or rejection of the offer will not change a driver's position on the rotation list.
 - (2) If a driver is offered an extra trip and declines or is unavailable for any reason, he/she drops to the bottom of the rotation list.
 - (3) Extra trips will be assigned on a weekly basis (Sunday through Saturday). In the event a driver is scheduled for an extra trip during the week and the driver cannot take the trip for any reason, the week's extra trip assignments will not be changed. The next driver on the seniority list will be offered the trip.
 - (4) If more than one trip is available in a particular day, the trips that day will be selected by the driver on a seniority

basis. (Example: three trips to be driven - senior driver chooses first, second senior driver second, and third chooses third or remaining trip).

- (5) In the event that a driver's extra trip is canceled after the week's extra trips have been assigned, that driver will remain in rotation for the next week's extra trips.

In the event that an additional extra trip is scheduled after the week's extra trips have been assigned, the next driver on the seniority list will be offered the trip. The week's extra trip assignments will not be changed.

- (6) If a driver has completed his/her route/shuttle transfer and is available at the time of departure of the trip (as determined solely by the Superintendent or his designee), he or she can take the trip. The extra trip pay will not start until contracted time has expired.
- (7) If an extra trip is canceled and the Administration is unable to contact the driver before he/she has reported for work, the driver shall be paid for any time between report-in and cancellation, plus an additional one (1) hour.

Extra Assignments:

Each regular driver who is interested in extra assignments during a school year shall sign up with the Director of Operations the day the routes are selected for the following school year. The list of interested drivers will be arranged in accordance with seniority and shall constitute the seniority list for extra assignment selection.

D. Starting Buses

The Director of Operations or designee(s) will be responsible to start and warm all buses in a.m. on all school days from December 1 to March 31 inclusive when the temperature is below 20^o F. Anyone who accepts this responsibility will be compensated at his/her regular hourly rate.

E. Preparation Time

Drivers shall be paid from "portal to portal" plus 25 minutes preparation time (15 minutes for AM only or 10 minutes for PM only). In no event less than three and one-half (3.5) hours total for two (2) trip AM and two (2) trip PM drivers. One trip AM and one trip PM, no less than two and one-half (2.5) hours.

If the amount of time necessary to drive a route is in dispute, both the Superintendent/designee and an Association Representative shall observe the driver driving the route.

- F. The Board will provide drivers with maps for extra trips outside the district if a driver so requests.
- G. Bus drivers will be provided jackets once every four years at a cost of up to \$75.
- H. When a driver is given an additional assignment in conjunction with his/her route, the driver will be paid a minimum of one (1) hour or actual time worked.
- I. If any driver is assigned to extend his/her route by driving another driver's A.M. or P.M. route over and above their regular routes, he/she will receive a minimum of one (1) hour of compensation per day at his/her regular rate.
- J. All drivers are encouraged to participate in the annual bus Road-E-O. Drivers will be paid five (5) hours at their hourly rate.
- K. The drivers for summer school routes shall be paid at the driver's regular hourly rate of pay.
- L. Bus drivers trained by the Lake Local School District that remain in the employ of the district in excess of 12 months shall be entitled to a one-time payment of \$150.00. The payment shall be made within 30 days of the year anniversary.

ARTICLE V - CONSOLIDATION

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

ARTICLE VI - DRUG FREE WORKPLACE

- A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.
- B. The conviction, guilty, or no contest plea of an employee for possession and/or use and/or unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE VII - DUE PROCESS/PERSONNEL FILE

- A. A classified employee whose job performance is declared deficient shall be given such deficiencies in writing, be given the opportunity to correct the deficiencies, and be given positive assistance to help correct the deficiencies.
- B. The classified employee will be provided a hearing by the school official who notified him or her of the deficiencies, with Association representation when requested by the classified employee.
- C. The classified employee shall submit within five (5) calendar days of the date of the letter of deficiency, a written report indicating the steps he or she intends to take to improve job performance and correct deficiencies. Prior to implementing the intended steps the employee shall obtain the approval of the appropriate school official.
- D. A classified employee shall not be non-renewed except in the manner provided in ORC 3319.081. No classified employee shall be terminated, suspended, disciplined or reprimanded except for the

following reasons:

1. Incompetence
2. Inefficiency
3. Dishonesty
4. Drunkenness
5. Immoral conduct
6. Insubordination
7. Discourteous treatment of public
8. Neglect of duty
9. Any other acts of misfeasance, malfeasance, or nonfeasance.

The procedures of 3319.081 ORC shall be followed in any termination or suspension action.

- E. Any classified employee may review his or her personnel file upon making an appointment with the Superintendent/his or her designee.
- F. The reprimanding of an employee shall be done in private whenever possible.
- G. No bargaining unit member shall have a continuing contract until the employee has been renewed at the end of the fifth (5th) year of employment in the Lake Local School District. This provision does not apply to anyone who has attained tenure by June 30, 1995.

Any member of the bargaining unit who, by June 30, 2002, is renewed at the end of his/her fourth year, shall receive a continuing contract.

H. Disciplinary Actions

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

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

A member of the bargaining unit may be suspended from his or her duties without pay (but continuing other benefits) for a maximum of five

(5) days per school year, upon a determination by the Superintendent that the conduct of the employee is detrimental to the goals and objectives of the School District. No suspension shall be imposed until the employee has had an opportunity to appear before the Superintendent to explain his or her actions. Such suspension(s) shall not be grieved under Article IX nor challenged under 3319.081 O.R.C.. The employee shall, upon request, be provided written reasons for the suspension(s). Nothing herein shall preclude the Board of Education from acting to nonrenew or terminate any employment contract as permitted by the applicable laws and by this Agreement.

Utilizing more than ten (10) sick days in a school year without medical documentation may be grounds for disciplinary action.

ARTICLE VIII - EMPLOYEE STAFF RIGHTS

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

ARTICLE IX - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a complaint involving an alleged violation, misinterpretation or misapplication of the negotiated agreement.
2. All days shall mean Monday through Friday excluding legal holidays unless a change is mutually agreed to. The number of days indicated at each level shall be considered as maximum and shall be adhered to in expediting the procedure.
3. The term "employee" when used in this document shall refer to an individual or group of individuals who are members of the bargaining unit represented by the Association.
4. A grievant is the person or group having a grievance.
5. All grievances shall be filed at the "lowest possible level." The lowest possible level is that level at which the administrator has the

authority to grant the grievance.

B. Rights of the Grievant and the Association.

1. The grievant may be represented by the Association or its affiliates or by counsel. When a grievant is not represented by the Association, the Association shall have the right to be present and to state its views.
2. The President and the Association shall receive prior notice of each meeting held to resolve a grievance. Decisions rendered at each formal level will be made in writing on the forms hereto attached setting forth the decisions and the reasons therefore, and will be transmitted to the grievant and the President of the Association.
3. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment; nor shall the grievant, the Association or its officers or employees of the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
4. Before a grievance is taken to arbitration, the Association has the option of withdrawing its support and the grievance process stops.
5. Individuals are encouraged to discuss alleged contract violations informally with their immediate supervisor as a means of possibly resolving the grievance.

C. Procedure

1. Level One

Within twenty (20) days of the time the grievant knew or should have known of an alleged grievance, the grievant will present the grievance to his/her immediate supervisor or principal. Within seven (7) days after presentation of the grievance, the supervisor or principal shall give his/her answer orally to the employee.

2. Level Two

- a. If the grievance is not resolved within five (5) days of the oral answer at Level One, the grievant shall file a written grievance with the immediate supervisor or principal.
- b. The written grievance shall name the grievant involved, shall state the facts giving rise to the grievance, cite the specific contract section(s) allegedly violated and shall indicate the specific relief requested. The written grievance filed at Level Two shall be the basis of the alleged violation and shall be used throughout the grievance procedure. No alteration or addition to the written grievance shall be made.
- c. Within five (5) days after receiving the written grievance the supervisor or principal shall communicate his/her answer in writing to the grievant.

3. Level Three

- a. If the grievance is not resolved at Level Two, the grievant may within five (5) days of the principal's or supervisor's answer, submit to the Superintendent/his or her designee, the written grievance as originally filed at Level Two.
- b. No later than five (5) days after receiving the written grievance, the Superintendent or his/her designee shall investigate the grievance and schedule a hearing at a time, place and date acceptable to all parties involved.
- c. The Superintendent shall give the grievant a written answer no later than five (5) days after the hearing.

4. Level Four

If the grievant is not satisfied with the disposition at Level Three, the grievant may with the permission of the Association and within ten (10) days of the receipt of the written decision at Level Three, request that the grievance be referred to a disinterested third party for arbitration. Such request shall be in writing on the forms provided.

The parties agree that Robert Stein shall be the permanent arbitrator and shall serve under the AAA rules. If he is unable or unwilling to serve, no later than ten (10) days after his notice of failure to serve, representatives of the Board and of the Association shall meet to select the third party. If unable to agree, a letter shall be sent within ten (10) days to the American Arbitration Association requesting a list of arbitrators. Selection shall then be made by rank ordering from a panel of nine (9) names prepared and submitted by the American Arbitration Association in accordance with its rules and regulations. The person so selected shall hold the necessary hearings promptly and issue his findings and recommendations in writing. The Arbitrator shall not have the authority to add to, delete from or go beyond the terms of this Agreement. The decision of the arbitrator shall be final and binding. The cost for the services of the arbitrator shall be borne equally by the Board and the Lake Local Education Association.

D. Time Limits

1. Any grievance not advanced from one level to the next within the time limits of that level shall be deemed withdrawn.
2. A grievance may be withdrawn at any step without prejudice.

GRIEVANCE PROCEDURE FORM

GRIEVANT: _____

ADDRESS: _____

PHONE: _____

DATE GRIEVANT BECAME AWARE OF ALLEGED GRIEVANCE:

DATE OF FILING: _____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED:

INITIATED ON LEVEL: _____

STATEMENT OF GRIEVANCE:

REMEDY SOUGHT:

ARTICLE X - HIRING / REHIRING OF RETIREES

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

1. The individual shall be issued one year limited contracts which shall automatically expire and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.
2. Insurance: Those retirees eligible for insurance under one of the retirement systems shall not be eligible for health insurance from the Board or for any other Board insurance benefit that is available through the retirement system.
3. Salary: Placement on the salary schedule shall be at the same step the retiree was on at the time of retirement.

Vacation: Two weeks

4. The following Articles/O.R.C. shall not apply:

- | | |
|---------------|---|
| Article VII | Due Process/Personnel File |
| Article XIII | Insurances (except as otherwise provided in #2 above) |
| Article XX | Reduction in Force |
| Article XXIII | Severance |
| Article XXVI | Tuition Reimbursement |
| Article XXVII | Vacancies, Transfers, Promotions |

ARTICLE X - HOLIDAYS (Paid)

- A. Payment for the mandated holidays shall be made as long as such mandated holidays fall within the adopted calendar for the portion held during the respective school year.

B. The paid holidays shall be:

1. New Year's Day
2. Third Monday in January (Martin Luther King Day)
3. Good Friday
4. Memorial Day
5. Labor Day
6. Thanksgiving
7. Christmas Day

Only twelve (12) month employees will receive Independence Day, the day before Christmas, and the day after Thanksgiving, as paid holidays. Eleven (11) month employees will receive Independence Day as a paid holiday.

C. Classified employees will receive holiday pay when wages have been earned the last working day prior to and the first working day after the paid holiday.

ARTICLE XII - INSERVICE

The Board may require up to twenty (20) additional hours per year for inservice at the employees hourly rate. The Superintendent shall consult with the Association President in reference to scheduling the inservice.

ARTICLE XIII - INSURANCES

In order to be eligible for medical and dental insurance, an employee must be contracted for at least 25 hours per week. However, those employed prior to July 1, 1995, who have twenty to twenty-five hours are grandfathered.

Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

Medical

- A. The Employee will pay the premium for medical on the following basis:

Employment twenty-five (25) hours or more per week -. the employee shall pay 15% of the premium.

Employment twenty (20) to twenty-four (24) hours per week - 40% of premium. In addition the employee shall pay 15% of the premium.

- B. Stark County Schools Council

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

- C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

- D. Preferred Provider - Prescription Drugs

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

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

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: \$1,000

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

G. Early Retirement Incentive

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

H. Specifications – PPO

Maximum Benefits	Unlimited
Deductible	\$100/ individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more

family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

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

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

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

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

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

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

In order to participate in the hospitalization, surgical, major medical, and/or dental coverages, any employee newly hired beginning with the 1986-87 school year shall pay a one-time, non-refundable enrollment charge of one hundred dollars (\$100.00) payable to the Treasurer of the District.

Life Insurance

1. The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000.

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

2. Whole

A whole life insurance policy of three thousand dollars (\$3,000.00) will be provided to those staff employees currently enrolled in the program with the premium to be shared by the Board and staff member. The employees contribute sixty-five cents (\$.65) per thousand per month and the Board pays the balance of the premium. No additional staff members will be provided with whole life insurance policies.

Dental Insurance

The Board shall provide dental coverage and pay the premium on the following basis:

Employment twenty-five (25) hours or more per week - 100% of premium.

Employment twenty (20) to twenty-four (24) hours per week - 60% of premium.

Plan description (summary only)

- 1) Maximum benefits/covered person:
Class I, II or III \$2,500/person per year.
- 2) Deductible-Ind. \$25 per year
- 3) Deductible-Family \$75 per year

- 4) Co-insurance Amounts
 - a) Class I - Prevention 100% of Usual & Customary
(no deductible)
 - b) Class II - Basic 80% of Usual & Customary
 - c) Class III - Major 80% of Usual & Customary
 - d) Class IV - Orthodontia 60% of Usual & Customary
- Lifetime maximum
Orthodontia \$1200/per individual

Section 125-Tax Shelter

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

ARTICLE XIV - LEAVES

A. Assault Leave

1. An employee who is physically disabled to the extent that his/her job responsibilities may not be performed as a result of a physical attack by a student or other person, and which occurs as a result of the employee's performance of his/her duties, shall be paid for days lost during the period of such disabilities up to a maximum of thirty (30) school days. Any earnings paid to an employee under authorized assault leave shall be in lieu of lost time benefits paid under Workers' Compensation. Days used for assault leave will be granted with full pay and benefits and will not be charged against sick leave or personal leave.
 - a. "Physical Attack" - The intentional and unlawful touching of the employee of the Board of Education so as to cause actual physical disability or actual physical injury due to a threat with a deadly weapon. "Physical attack" does not include the intentional or negligent infliction of emotional harm to an

employee of the Board of Education.

- b. "Physically Disabled" - The substantial and material impairment of the employee's ability to perform any substantial part of his/her ordinary duties. "Physically Disabled" does not include mental impairment of the employee's ability to perform his/her ordinary duties.
2. An employee claiming assault leave must furnish a signed written statement setting forth the circumstances upon which the incident occurred within forty-eight (48) hours, or as soon thereafter as the employee's physical condition permits.
3. The employee must provide a statement from his/her physician that he/she is, in fact, unable to report for work. In all cases, the Board of Education shall retain the right to have a second medical opinion, and the cost of the second medical opinion will be assumed by the Board of Education.
4. The employee shall take all steps necessary to file criminal charges against the alleged assailant. Failure to do this waives the employee's right to this leave.

B. Child Care

1. Child care leave is an unpaid leave of absence requested by an employee for the express purpose of caring for a minor dependent son or daughter for one or more of the following reasons:
 - a. Recent birth or adoption of an infant (under five (5) years of age) necessitating full-time parental care away from the place of employment.
 - b. Onset or continuation of a condition which is life-threatening to a minor dependent son or daughter of the staff member.
 - c. Development of a chronic but non-fatal condition in the minor dependent child of the staff member which temporarily necessitates treatment of care of that child in another area of the country which is a great distance from the place of employment of the staff member.

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

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

C. Extended Child Care

1. If additional child care leave is deemed necessary by the employee, the employee may request in writing to the local Superintendent, and shall receive from the Board of Education extended child care leave for a period not to exceed twelve (12) additional months.

In the event extended child care leave is requested, the employee must apply in writing for the extended child care leave at least forty-five (45) calendar days prior to its commencement.

2. Once the extended child care leave has been approved by the Board, the leave may not be terminated except as follows:
 - a. If for medical reasons the circumstances change so that the reason given for requesting the leave is no longer applicable, the employee has the right to terminate the extended child care leave upon thirty (30) days written notice to the Board.
 - b. If for financial reasons the employee deems it necessary to terminate the extended child care leave, the employee may do so on thirty (30) days written notice to the Board and such leave shall be terminated if the same position or a similar position for which the employee is qualified is available.
 - c. Such other reasons as the Board may determine.
3. Upon return from child care leave, the employee shall be reinstated to the original position held prior to granting of leave.
4. Upon returning from extended child care leave, the staff member shall be reinstated to the same position if available or a similar position.

5. An employee on child care leave or extended child care leave may, where the group insurance policy permits, continue to participate in those benefits which were provided to other employees by personal payment of the group rate for such benefits in such a manner as required by the Treasurer.
6. Extended child care leaves are available to those employees who have provided at least one (1) year of service to the district.

D. Family Medical Leave

1. If an employee takes a leave granted under this article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA and the approval of any such leave under this Article will serve as district notification of FMLA act enforcement with both leaves commencing simultaneously.
2. Upon approval of the Superintendent and Association President, this section may be modified as necessary to comply with federal law and rules and regulations.
3. The Board shall provide a copy of the policy on FMLA in the library of each building.

E. Special Leave

1. Each member of the bargaining unit shall be entitled to three (3) days unrestricted special leave each school year.
2. It is agreed that special leave days shall not be used for seeking or engaging in gainful employment, nor travel associated with this activity.
3. No later than forty-eight (48) hours prior to taking special leave, the member shall announce his/her intent to the building principal or immediate supervisor on the form provided for special leave. In the event of an emergency, the 48-hour requirement shall be waived. Notice of intended absence shall be given to the appropriate administrator as early as possible.

4. No special leave shall be granted during the first or last week of a school semester or the day before or after a holiday (except that leave may be taken for graduation, wedding or bar mitzvah of the immediate family as defined under sick leave), convocation day, or required inservice education days and no more than two (2) staff members can be out of a given building on the same day. However, the Superintendent may waive any of the restrictions of this Article.
5. Any falsification or misuse of the special leave request or special leave shall result in an unpaid suspension for thirty (30) work days. A second falsification or misuse shall constitute good and just cause for the termination of employment.
6. The Superintendent may grant additional days other than those provided herein. Such days shall not be deducted from the members contractual number of days accumulated.
7. If an employee does not use any special leave during a school year (July 1 - June 30) the employee shall receive a lump sum payment of one hundred dollars (\$100.00). If an employee has unused special leave of less than three days, the employee shall receive a lump sum payment of twenty-five (\$25.00) dollars per unused day. In lieu of payment for unused days, the employee may elect to transfer all or part of the unused days to sick leave up to the maximum sick leave accumulation.

INTENT TO USE SPECIAL LEAVES FORM

I shall be absent on: _____

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

(Signature of Employee)

(Date)

(Received by Superintendent)

(Date)

F. Sick Leave

1. Sick leave shall be granted to all employees on the basis of one and one-fourth (1 1/4) days per month of employment. Employees shall be entitled to accumulate fifteen (15) days sick leave per year. Unused sick leave is accumulative to a maximum three hundred forty (340) days.
2. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulative sick leave up to a maximum permitted in the public agency to which the employee transfers. Only sick leave earned in Ohio in state, municipal, county or school can be accumulated.
3. Employees may use sick leave for absence due to illness, injuries, exposure to contagious disease, pregnancy and illness or death in the employee's immediate family. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted (O.R.C. 3319.141). Immediate family shall be defined as son, daughter, stepson, stepdaughter, husband, wife, mother, father, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, mother-in-law, father-in-law, legal guardian, or other blood relatives residing in the same household with the employee.
4. Up to three (3) days of sick leave may be granted for attending the funeral of any other deceased if approved by the local Superintendent in advance.
5. The Superintendent may grant sick leave for individuals not listed under the definition of "immediate family".
6. Drivers who use sick leave prior to October 20 shall be paid for the actual daily hours worked.

G. Unpaid Leave

The Superintendent may grant unpaid leaves other than those specified in this Article. However, all unpaid leave (unless for health reasons) may be granted only under the condition that the employee

sign an individual waiver agreeing not to seek retirement system contributions from the Board for such leave period.

ARTICLE XV - MEETINGS

- A. Upon approval by the Superintendent and within the appropriations, attendance at meetings that are job related and/or contribute to the education program will be granted without loss of pay and the employee will be reimbursed for the expenses involved up to a maximum of one hundred fifty dollars (\$150.00) per person, per meeting for registration fees and mileage based on the current IRS rate, meals at thirty dollars (\$30.00) maximum per day, room (one-half (1/2) the double occupancy rate when possible), upon presentation of vouchers.
- B. Each employee granted permission to attend such a meeting shall submit, within five (5) work days of his/her return, a written report concerning the contents of the meeting.

ARTICLE XVI - NEW EMPLOYEES CONTRACTS/SALARY NOTICES

- A. Newly hired employees shall be placed on the salary schedule as determined by the Administration.
- B. By July 1 of the contract year employees will be notified of their hourly rate.
- C. By October 20, employees shall receive an assignment notice which shall advise them of their number of hours per day, number of days per year and number of paid holidays.

ARTICLE XVII - PAY DAYS

- A. All employees will be paid in twenty-six (26) payments on every other Friday from September to August.
- B. When paydays occur during a holiday, direct deposits will be distributed on the last working day prior to such holiday provided the

last working day is within two (2) days of payday.

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

ARTICLE XVIII - PAYROLL DEDUCTIONS

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

A. Association Dues

Payroll deductions for Association dues will be made upon written authorization to the Treasurer prior to October 15. Payroll deduction will then commence with first pay in November and continue to be deducted from each pay through the second pay in the month of June for each year. The Treasurer of the Board of Education shall remit to the Association Treasurer those dues collected for that pay period as soon as possible and the Board of Education shall have no further responsibility or obligation in this matter.

B. Annuities

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

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

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

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

C. Credit Union

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

D. Insurance

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

E. City Income Tax

City Income Tax will be made at a rate set by the employee's municipality and divided equally over twenty-six (26) pays. Responsibility for initiating this procedure lies with the employee.

F. SERS Deduction for Purchase of Service Credit

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

G. Direct Deposit

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

ARTICLE XIX - PRINTING OF CONTRACT

Within thirty (30) days after this contract is signed, 180 copies of this contract shall be reproduced with the costs to be shared equally by the parties. The Board shall receive thirty (30) copies for the Board members and school administrators, and the Association shall distribute one (1) copy to each employee.

ARTICLE XX - REDUCTION, LAY-OFF, RECALL

- A. Employees may be laid off:
1. As a result of a demonstrated lack of funds. A lack of funds means there is a current deficiency of funding which will not allow the maintenance of current levels of staffing.
 2. As a result of a demonstrated lack of work. A lack of work means decrease in the workload which requires the reduction of current levels of staffing.
 3. As a result of abolishment of positions. Abolishment means the deletion of position(s) from the district due to a demonstrated lack of need for the position.
 4. As a result of the return of an employee from a leave of absence.
 5. As a result of elimination or reduction of a position funded by non-general fund (excluding cafeteria) monies.
- B. The Board will supply the Association with reason(s) and supporting documentation, if requested at least thirty (30) calendar days prior to the lay-offs.
- C. No bargaining unit member shall be laid off unless said bargaining unit member shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of layoff. In the event of a necessary reduction in work force the Board shall identify the specific position(s) to be eliminated and shall notify the bargaining unit member(s) in those positions. Bargaining unit members whose positions have been eliminated due to reduction in work force or who

have been affected by a layoff/elimination of position shall have the right to assume a position in their classification, which is held by the least senior bargaining unit member. In no case shall a new employee be employed by the Board in a classification while there are laid off bargaining unit members who are qualified for a vacant or newly-created position in that classification with equal or more hours.

- D. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off bargaining unit members may continue their insurance benefits by paying the regular monthly group rate premium for such benefits to the Board, during which time all fringe benefits will be continued by the Board. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position in their classification. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Board notified as to his/her current mailing address. Bargaining unit members recalled to full-time work are obligated to take said work. A bargaining unit member who declines recall to full-time work shall forfeit his/her recall rights.

- E. Seniority shall be defined as the length of continuous service with the district by classification. Part-time bargaining unit members shall accrue seniority on a pro rata basis. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

- F. For purposes of this provision, all bargaining unit members shall be placed in one (1) of the following classifications based on their current assignments.
 - 1. Custodian (includes Center Complex for purpose of RIF)
 - 2. Head Custodian/Maintenance
 - 3. Secretarial

4. Cafeteria
5. Aides
6. Transportation
7. Mechanic
8. Head Cook - if no other head cook to displace, may displace the least senior cook.
9. Head Custodian - if no other head custodian to displace, may displace the least senior full-time custodian.

Part-time bargaining unit members shall be defined and listed separately utilizing the parameters indicated for each classification:

1. Custodial: part-time is 20 hours per week or less
 2. Maintenance: part-time is 20 hours per week or less
 3. Secretarial: part-time is 19 hours per week or less.
 4. Cafeteria: part-time is 14 hours per week or less
 5. Aides: part-time is 19 hours per week or less
 6. Transportation: part-time is 8 hours per week or less
 7. Mechanic: part-time is 20 hours per week or less
- G. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.
- H. The employer shall prepare and maintain the seniority list. The initial seniority list shall be prepared within sixty (60) workdays after the effective date of this Agreement with revisions and updates prepared annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- I. Time on lay-off or on an approved leave does not interrupt continuous service but neither does it count toward years of seniority.
- J. This provision shall not require the Board to fill any vacancy.

ARTICLE XXI - RETIREMENT INCENTIVE

A bargaining unit member may elect to participate in the Retirement Incentive described below.

Retirement Incentive (if the ERI is not implemented, the current Retirement Incentive of \$5,000 will remain in effect)

- A. 1. A one-time retirement bonus in the amount of \$5,000 will be available to bargaining unit members who are first-time eligible to retire with SERS (first-time eligible is defined as sixty (60) years old with five (5) years credit, or fifty-five years old with twenty-five (25) years credit, or any age with thirty (30) years, whichever is later) when they retire directly from the district under SERS.
2. The member must provide an irrevocable notice of intent to retire under SERS. Such notice must be received by the Superintendent no later than May 11th prior to retirement. Payment shall be made the January following retirement.
3. The \$5,000 shall be pro-rated for part-time employees. The pro-ration shall be: number of hours worked ÷ number of hours of a full-time employee in the classification of the retiring employee as defined in Article XX Section F.

ARTICLE XXII - SERS SALARY REDUCTION PICK-UP

- A. The Treasurer of the Lake Local Board of Education shall contribute to the School Employee's Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such employees.
- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pick-up" of the SERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for

said employee shall be payable, subject to applicable payroll deductions, to said employee.

- C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- D. The Board shall compute and remit its employer contributions to SERS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purpose as the employee's gross income said employee's total annual salary less the amount of "pick-up". The Board shall report for SERS and municipal income tax purpose as an employee's gross income said employee's total annual salary, including the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. SERS pick-up shall in no way affect unemployment compensation, workers' compensation, severance pay, daily rate of pay or any other calculation based on the contract salary prior to the reduction.
- F. The "pick-up" shall be a uniform percent for all employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. This provision shall be effective and the "pick-up" shall apply to all payroll payments starting at the beginning of the school year (July 1).
- H. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

ARTICLE XXIII - SEVERANCE

- A. For ten (10) or more years of service with the Lake Local Board of Education or with the State of Ohio or any of its political subdivisions or any combination thereof, the Board will grant severance pay to employees upon cessation of employment from Lake Local School District and official retirement under SERS in the amount of one (1) day for every four (4) sick leave days accumulated up to a maximum of (58) fifty-eight days for 2014-2015, fifty-nine (59) days for 2015-2016 and sixty (60) days for 2016-2017. Severance pay that the Board will pay to be calculated at a rate as per the contract salary per day the employee is drawing at the time of official retirement. No fractional time in the accumulated sick leave (any part of four [4]) will be considered to make this calculation.
- B. For employees who have twenty (20) or more years of service to the Lake Local Board of Education, the maximum number of days of severance pay to which they are entitled shall be seventy-three (73) days for 2014-15, seventy-four (74) for 2015-2016 and seventy-five (75) days for 2016-2017.
- C. This is a one-time payment in accordance with Ohio Revised Code. Staff member must receive official notification from the School Employee's Retirement System and first check from SERS before the Treasurer will issue severance pay due. However, application for retirement and acceptance by SERS must be made within nine (9) months of official retirement from Lake Local, in order for severance pay to be made by the Treasurer.
- D. A bargaining unit member will be paid \$10 per day for every day of sick leave accumulation from 200 to 300 days, and \$20 per day for 301 days, up to a maximum of 340 days. This will be in addition to severance pay.
- E. If an employee dies while still employed by the District but, at the time of death, was qualified under SERS guidelines for retirement, any severance pay due will be paid to the employee's estate.

ARTICLE XXIV - TRAVEL

Automobile mileage allowance paid to employees shall be based on the current IRS rate. This covers personal use of automobile by employee as authorized by Board of Education or local Superintendent as part of contractual obligations. This does not include driving to or from their place of employment.

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

ARTICLE XXV - TUITION-FREE ATTENDANCE

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

Admission shall be at the beginning of the school year.

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

ARTICLE XXVI - TUITION REIMBURSEMENT

- A. The Board of Education shall grant up to a total district expenditure of three thousand dollars (\$3,000) reimbursement for college, technical school or continuing education program costs for courses related to an employee's job responsibilities if approved in advance by the Superintendent.
- B. An employee must fulfill his/her contract the following year (those on leave of absences must return to duty at the end of leave) or Board of Education has the right to reclaim money paid for tuition.
- C. To be eligible for tuition reimbursement, one must have rendered at least one year's service on a contract with the Board of Education.
- D. The tuition reimbursement will be made during the succeeding school year no earlier than the last pay in September when an official

transcript or verification is submitted to the Superintendent's office.

- E. Upon completion, and upon earning a "B" or better or a passing grade in a pass/fail grading system or satisfactory in a satisfactory/unsatisfactory system or if none of these options is applicable, a letter of attendance, the Board of Education will reimburse in an amount not to exceed the original cost up to three hundred dollars (\$300.00).

ARTICLE XXVII - VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy shall be defined as a newly created position or a present position that is not filled.

A transfer shall be defined as a change in assignment by an employee from one bargaining unit position to another.

- 1. A voluntary transfer shall be defined as an employee initiated reassignment.
 - 2. An involuntary transfer shall be defined as an Employer initiated reassignment of an employee.
- B. All vacancies shall be posted by email for a period of five (5) workdays. The posting shall include:
 - 1. Classification
 - 2. Type of work
 - 3. Approximate starting date

- C. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the five (5) day posting period.

- D. The Superintendent exercises the sole discretion to select the individual to fill a promotional vacancy. Promotional vacancies are defined as moving from a lesser position to head cook or head custodian.

Transfers shall be filled by the qualified applicant with the most experience.

Transfers between classifications, i.e., cook to secretary, from bus driver to custodian, etc. shall be filled by the qualified applicant with the most seniority.

- E. The Superintendent shall make known his/her decision as to which internal applicant, if any, has been selected to fill a posted position. Each applicant shall be so notified in writing.
- F. In the event of promotion in or transfer from one classification to another or transfer within classifications, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The bargaining unit member shall receive reasonable assistance to enable him/her to perform up to the standards of the new job. If, in the opinion of the Superintendent, the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment and, if there is any difference in the rate of pay, at the rate of pay appropriate for the previous assignment.
- G. Bargaining unit member shall not be placed on a lower step of the salary schedule due to transfers unless the transfer is a return to a previous assignment after the trial period, the lower wage rate is agreed to by the employee, or the reduction is part of a uniform plan.
- H. Involuntary transfers of bargaining unit members are to be preceded by a conference with the Superintendent or designee.
- I. If a presently employed staff member is asked to fulfill duties normally assigned to a higher rated job, he/she will receive the higher rate of pay after the fifth (5th) consecutive working day. Steps will be lateral when applicable.
- J. This provision shall not require the filling of a vacancy.
- K. When an employee is absent, management may fill the position in a manner deemed appropriate.
- L. When there is a permanent vacancy in a position, a substitute may not be employed in that position for more than thirty (30) days in any one school year. This provision shall not require that a vacancy be filled.

If a bargaining unit member who currently holds a position applies for an additional position, he/she shall be given consideration.

ARTICLE XXVIII - VACATIONS

- A. Twelve (12) month employees in the bargaining unit shall be given vacation on the following schedule:
 - 1. 1-6 years of service in district -- two (2) weeks paid vacation.
 - 2. 7-14 years of service in district -- three (3) weeks paid vacation.
 - 3. 15 years of service in district -- four (4) weeks paid vacation.
 - 4. 25 years of service in district -- five (5) weeks paid vacation.

Vacations shall accrue monthly and be posted quarterly.

- B. Employees shall earn vacation, sick leave and personal leave from the date of board employment (using the contract effective date for regular employment and calculated on a daily basis).
- C. Vacation time is non-accumulative unless approved by the Superintendent. Vacation requires prior approval by the Administration.
- D. Upon approval of the Administrator, a member of the bargaining unit may take vacation at times other than the summer months.
- E. If schools are closed for a calamity day, no vacation will be charged for that day.

ARTICLE XXIX - WAGES

An individual's pay and benefits will be based on the number of hours regularly on payroll.

Allowances (cafeteria, custodians, bus mechanic) shall be paid by October 1.

Stipends of \$1,000 or more will be paid over 26 pays. All other stipends will be paid in the last pay in June.

Any employee who does not qualify for a step increase shall receive a payment of two hundred dollars (\$200) each year of the contract. This payment shall be made no later than November 1.

The base shall increase by the same percentage as LLEA:

2014 – 2015	1%
2015 – 2016	1%
2016 – 2017	1%

A one-time 1 ½% of the full-time classification base non-cumulative, shall be paid each year in a lump sum no later than November 1. Employees who work two part-time positions will be paid total bonus of the classification with the highest bonus.

Employees working less than full-time will be paid 50% of full-time bonus.

Secretaries
11 Months - 8 Paid Holiday
10 Months - 7 Paid Holidays

Step	14-15	15-16	16-17
<u>Base</u>	<u>1.0%</u>	<u>1.0%</u>	<u>1.0%</u>
1	15.54	15.70	15.86
	1.000	1.000	1.000
2	15.85	16.01	16.18
	1.020	1.020	1.020
3	16.16	16.33	16.49
	1.040	1.040	1.040
4	16.47	16.64	16.81
	1.060	1.060	1.060
5	16.78	16.96	17.13
	1.080	1.080	1.080
6	17.09	17.27	17.45
	1.100	1.100	1.100
7	17.40	17.58	17.76
	1.120	1.120	1.120
15	17.72	17.90	18.08
	1.140	1.140	1.140
20	18.03	18.21	18.40
	1.160	1.160	1.160
23	18.34	18.53	18.71
	1.180	1.180	1.180
28	18.65	18.84	19.03
	1.200	1.200	1.200

Aides
180 Days - 7 Paid Holidays

Step	14-15	15-16	16-17
<u>Base</u>	<u>1.0%</u>	<u>1.0%</u>	<u>1.0%</u>
1	14.09	14.23	14.37
	1.000	1.000	1.000
2	14.44	14.59	14.73
	1.025	1.025	1.025
3	14.79	14.94	15.09
	1.050	1.050	1.050
4	15.15	15.30	15.45
	1.075	1.075	1.075
5	15.50	15.65	15.81
	1.100	1.100	1.100
6	15.78	15.94	16.09
	1.120	1.120	1.120
15	16.06	16.22	16.38
	1.140	1.140	1.140
20	16.34	16.51	16.67
	1.160	1.160	1.160
23	16.63	16.79	16.96
	1.180	1.180	1.180
28	16.91	17.08	17.24
	1.200	1.200	1.200

Para-Professional Certification Stipend: \$400/year*

English as a Second Language Stipend: \$300/year*

***Stipends to be paid the last pay in June**

Bus Drivers
180 Days - 7 Paid Holidays

Step	14-15	15-16	16-17
<u>Base</u>	<u>1.0%</u>	<u>1.0%</u>	<u>1.0%</u>
1	15.26	15.41	15.56
	1.000	1.000	1.000
2	15.87	16.03	16.18
	1.040	1.040	1.040
3	16.63	16.80	16.96
	1.090	1.090	1.090
4	17.40	17.57	17.74
	1.140	1.140	1.140
5	18.16	18.34	18.52
	1.190	1.190	1.190
6	18.92	19.11	19.29
	1.240	1.240	1.240
7	19.69	19.88	20.07
	1.290	1.290	1.290
15	20.14	20.34	20.54
	1.320	1.320	1.320
20	20.60	20.80	21.01
	1.350	1.350	1.350
23	21.06	21.27	21.47
	1.380	1.380	1.380
28	21.52	21.73	21.94
	1.410	1.410	1.410

Bus Driver Stipend for All Drivers: \$500/year*

***Stipend to be paid the last pay in June**

Bus Mechanics
12 Month - 261 Days
10 Paid Holidays

Step	14-15	15-16	16-17
<u>Base</u>	<u>1.0%</u>	<u>1.0%</u>	<u>1.0%</u>
1	19.30	19.49	19.68
	1.000	1.000	1.000
2	19.88	20.07	20.27
	1.030	1.030	1.030
3	20.46	20.66	20.86
	1.060	1.060	1.060
4	21.04	21.24	21.45
	1.090	1.090	1.090
5	21.62	21.83	22.04
	1.120	1.120	1.120
10	22.20	22.41	22.63
	1.150	1.150	1.150
15	22.77	23.00	23.22
	1.180	1.180	1.180
23	23.35	23.58	23.81
	1.210	1.210	1.210
28	23.93	24.17	24.40
	1.240	1.240	1.240

Custodian
12 Months - 261 Days
40 Hours/Week - 10 Paid Holidays

Step	14-15	15-16	16-17
<u>Base</u>	<u>1.0%</u>	<u>1.0%</u>	<u>1.0%</u>
1	14.51	14.66	14.81
	1.000	1.000	1.000
2	14.80	14.95	15.11
	1.020	1.020	1.020
3	15.09	15.25	15.40
	1.040	1.040	1.040
4	15.38	15.54	15.70
	1.060	1.060	1.060
5	15.67	15.83	15.99
	1.080	1.080	1.080
6	15.96	16.13	16.29
	1.100	1.100	1.100
7	16.25	16.42	16.59
	1.120	1.120	1.120
8	16.54	16.71	16.88
	1.140	1.140	1.140
9	16.83	17.01	17.18
	1.160	1.160	1.160
10	17.12	17.30	17.48
	1.180	1.180	1.180
15	17.41	17.59	17.77
	1.200	1.200	1.200
20	17.70	17.89	18.07
	1.220	1.220	1.220
23	17.99	18.18	18.36
	1.240	1.240	1.240
28	18.28	18.47	18.66
	1.260	1.260	1.260

**Head Custodian/Maintenance
12 Months - 261 Days
40 Hours/Week - 10 Paid Holidays**

Step	14-15	15-16	16-17
<u>Base</u>	<u>1.0%</u>	<u>1.0%</u>	<u>1.0%</u>
1	15.63	15.79	15.95
	1.000	1.000	1.000
2	16.02	16.18	16.35
	1.025	1.025	1.025
3	16.41	16.58	16.75
	1.050	1.050	1.050
4	16.80	16.97	17.15
	1.075	1.075	1.075
5	17.19	17.37	17.55
	1.100	1.100	1.100
6	17.58	17.76	17.94
	1.125	1.125	1.125
7	17.97	18.16	18.34
	1.150	1.150	1.150
8	18.37	18.55	18.74
	1.175	1.175	1.175
9	18.76	18.95	19.14
	1.200	1.200	1.200
10	19.15	19.34	19.54
	1.225	1.225	1.225
11	19.54	19.74	19.94
	1.250	1.250	1.250
15	19.93	20.13	20.34
	1.275	1.275	1.275
20	20.32	20.53	20.74
	1.300	1.300	1.300
23	20.71	20.92	21.13
	1.325	1.325	1.325
28	21.10	21.32	21.53
	1.350	1.350	1.350

Facility Maintenance Plan (FMP) Stipend:*	6,789	6,857	6,926
Head Custodian Stipend:*			
Hartville, Uniontown, Lake, & Middle School	5,022	5,072	5,123
High School & Community Complex	6,574	6,640	6,706
Pesticide Certification Stipend: \$1,000/year*			
*Stipends to be paid over 26 bi-weekly pay periods			

**Cafeteria Head Cooks
180 Days - 7 Paid Holidays**

Step	14-15	15-16	16-17
<u>Base</u>	<u>1.0%</u>	<u>1.0%</u>	<u>1.0%</u>
1	13.30	13.43	13.56
	1.000	1.000	1.000
2	13.57	13.70	13.83
	1.020	1.020	1.020
3	13.83	13.97	14.10
	1.040	1.040	1.040
4	14.10	14.24	14.37
	1.060	1.060	1.060
5	14.36	14.50	14.64
	1.080	1.080	1.080
6	14.63	14.77	14.92
	1.100	1.100	1.100
7	14.90	15.04	15.19
	1.120	1.120	1.120
8	15.16	15.31	15.46
	1.140	1.140	1.140
15	15.43	15.58	15.73
	1.160	1.160	1.160
20	15.69	15.85	16.00
	1.180	1.180	1.180
23	15.96	16.12	16.27
	1.200	1.200	1.200
28	16.23	16.38	16.54
	1.220	1.220	1.220

Head Cook Responsibility Factor
 U.E. 600
 HE/LE and MS/HS 1,000

Cafeteria
180 Days - 7 Paid Holidays

Step	14-15	15-16	16-17
<u>Base</u>	<u>1.0%</u>	<u>1.0%</u>	<u>1.0%</u>
1	12.40	12.52	12.65
	1.000	1.000	1.000
2	12.65	12.77	12.90
	1.020	1.020	1.020
3	12.90	13.02	13.16
	1.040	1.040	1.040
4	13.14	13.27	13.41
	1.060	1.060	1.060
5	13.39	13.52	13.66
	1.080	1.080	1.080
6	13.64	13.77	13.92
	1.100	1.100	1.100
7	13.89	14.02	14.17
	1.120	1.120	1.120
8	14.14	14.27	14.42
	1.140	1.140	1.140
15	14.38	14.52	14.67
	1.160	1.160	1.160
20	14.63	14.77	14.93
	1.180	1.180	1.180
23	14.88	15.02	15.18
	1.200	1.200	1.200
28	15.13	15.27	15.43
	1.220	1.220	1.220

ARTICLE XXX - WORK YEAR
(Contract Year - July 1 through June 30)

- A. The normal work year for:
1. Twelve month employees: custodians, maintenance, mechanics shall be two hundred sixty-one (261) days.
 2. Eleven month secretaries at the high school shall be two hundred twenty-four (224) days. The Fourth of July holiday shall be included as one of the 224.
 3. Ten month secretaries at the high school and middle school shall be as follows:
 - a. Two hundred four (204) days
 - b. Two hundred fourteen (214) days

Additional days beyond those listed above shall be paid at the individual's per diem rate of pay.
 4. Ten (10) month secretaries at the elementary school shall be as follows:

Two hundred nine (209) days

Additional days beyond those listed above shall be paid at the individuals per diem rate of pay.
 5. Head cooks, cooks, and cafeteria aides shall be one hundred eighty (180) days.
 6. Bus drivers shall be one hundred eighty (180) days.
 7. Part-time custodians shall be two hundred sixty-one (261) days.
 8. Aides (teachers, study hall, playground, cafeteria, library) shall be one hundred eighty (180) days.
- B. Any employee whose hours are reduced because of the deletion of hours from this Contract to a level that would cause a loss of eligibility

for current Board paid benefits shall have the benefits maintained at the level in effect during the prior school year. Any reduction of five (5) hours or more per week shall be by district seniority.

- C. The normal work week for all bargaining unit members is Monday through Friday.

- D. Lunch

The normal workday for full time employees shall include an unpaid lunch of at least thirty (30) uninterrupted minutes.

- E. The minimum call-in for other than normal working hours shall be one and one half (1 1/2) hours of pay.
- F. All employees who work beyond forty (40) hours shall be paid at the rate of one and a half (1 1/2) times their hourly rate.
- G. All employees who work on a Sunday or paid holiday will be paid at the rate of one and one half (1 1/2) times their hourly rate for all hours worked (in addition to the holiday).
- H. The salary schedule for the Center Complex flex schedule custodian shall be the same salary schedule as the Custodian schedule. Center Complex Custodian employees shall work a flexible 40 hours per week schedule. Therefore, Article XXIX – Work Year C shall be waived for the Center Complex Custodian employees.

Center Complex Custodian employees and the Head Custodians at the High School, Middle School and Center Complex shall have the first option for overtime within the Center Complex. Overtime shall be handled at the Center Complex in the same manner as other buildings overtime is handled.

- I. Compensatory time for Saturday and Sunday will be at the option of the employee. Use of compensatory time must be approved in advance by the supervisor and cannot be in combination with personal leave or accumulated beyond the start of the next school year.
- J. Overtime shall be divided among bargaining unit members within each (school building) and Center Complex as follows:

1. Overtime shall first be offered to the bargaining unit member who is qualified to do the activity who has the greatest (building) seniority. If all bargaining unit members within the affected (building) refuse the overtime, the least senior bargaining unit member, who is qualified to perform the work, may then be required by the employer to perform the overtime work.
2. Overtime will be covered by the use of an "Overtime Chart" and will be offered to each bargaining unit member in rotation based on seniority. Overtime that is refused by a bargaining unit member will be charged on the Overtime Chart for the purpose of balancing the overtime.
3. Custodial overtime will be divided among bargaining unit members within each building through the use of an Overtime Chart. Members will be listed on the chart according to building seniority. Each time overtime is offered, the number of hours will be charged to the member's total, regardless of whether the member accepts or rejects the overtime.

The qualified member with the least number of hours will be offered the overtime first. (If more than one member has the same number of hours, it will be offered to the more senior member.)

If all members on a given chart agree, overtime may be assigned by rotation, rather than accumulated hours.

The following will not be charged on an Overtime Chart:

- a. emergency call-ins
- b. maintenance work of less than 2.5 hours
- c. building checks
- d. emergency snow removal
- e. overtime not offered due to lack of qualifications
- f. overtime outside building and grounds to which a member is assigned
- g. overtime requiring special licensing (other than boilers license)

Persons added to an existing chart will start with the same number of hours as the one with the most hours.

If a member is permanently assigned duties in more than one building, he/she will receive one-half overtime rights in each; i.e., he/she will be charged double for each overtime hour offered.

If all individuals on a chart refuse the overtime, the least senior qualified member may be required to perform the work, or it may be offered to a member outside the building.

4. The district will post extra cafeteria work for the Community Complex when it is known seventy-two (72) hours in advance. Events less than seventy-two (72) hours shall not be posted.

Employees may sign up based on having the necessary skills and training for the posted job requirements as determined by the Superintendent.

The employee may, during the year, acquire training and experience to expand skills.

K. School Closings

Nothing in this agreement shall require the Superintendent or Board to keep offices/buildings open in the event of inclement weather or when otherwise prevented by an act of God or an event or calamity that, in the opinion of the Superintendent, requires the closing of schools. When the schools are closed to students, due to the above conditions, bargaining unit members shall be required to report to their job assignments unless they are excused by the Superintendent, supervisor, or administrator.

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

ARTICLE XXXI – YMCA

The district shall reimburse each employee a sum of one hundred dollars (\$100) toward an annual membership in the Lake Community YMCA. The district shall reimburse each employee, who chooses to join another fitness facility, fifty dollars (\$50) toward an annual membership at the

health club or gymnasium of their choice. Requests for reimbursement must be made by May 30th and payment will be made by June 30th.

ARTICLE XXXII – EFFECTS OF THE CONTRACT

- A. This Agreement is effective from July 1, 2014 through June 30, 2017.
- B. This Contract constitutes the entire Contract between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Contract shall be made during the life of this Contract except by mutual agreement, and neither party shall have a duty to negotiate with respect to any matter contained herein during such period.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settled all demands and issues on all matters within the scope of bargaining. Neither party shall be required to negotiate with the other during the term of this Agreement with respect to any subject or matter irrespective of whether such subject matter was discussed by, or within the contemplation of, the parties during the course of negotiations leading to this Agreement.

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

- D. If any part of this Contract is found to be in violation of federal or state law, in a manner not permitted by Chapter 4117, said part found to be in conflict will automatically be declared invalid and shall be inoperative. The remaining parts of the Agreement shall continue to be in effect.
- E. This Contract may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.

LAKE LOCAL EDUCATION ASSOCIATION
(Classified Employees)

Tracey S. Cost 6-20-14
(Date)

Viola Wittman 6-20-14
(Date)

Joshua R. Cutting 6-23-14
(Date)

Trish DiDonato 6-23-14
(Date)

Allison Gumm 6-24-14
(Date)

Deane Garro 6/25/14
(Date)

(Date)

(Date)

LAKE LOCAL BOARD OF EDUCATION

David C. Polley 6/5/14
President (Date)

Mich Kubek 6/24/14
Treasurer (Date)

M. St. Lawrence 6/23/14
Superintendent (Date)