



11-05-2015
14-MED-03-0432
0226-01
K32722

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, 2015 through June 30, 2018

Date Approved by LEA
05/13/2015

Date Approved by the Board
05/26/2015

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ARTICLE I – RECOGNITION

1.01 Exclusive Bargaining Agent

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 Board Management Rights

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:

- A. 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
- B. To direct, supervise, evaluate or hire employees
- C. To maintain and improve the efficiency and effectiveness of the Lakota Local School District
- D. To determine the overall methods, process, means, or personnel by which the operations of the Lakota Local School District are to be conducted
- E. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees
- F. To determine the adequacy of the work force
- G. To determine the overall mission of the Lakota Local School District
- H. To effectively manage the work force
- I. To take actions to carry out the mission of the Lakota Local School District

1.03 Bargaining Rights

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.

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 sixty (60) continuous days, certified assistants (COTA, PTA, braillists, and sign language interpreters), 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

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

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 seven and one-half (7-1/2) hours per day
Part-time: Member working anything less than seven and one-half (7-1/2) hours per day

2.08 In-Service Day

In-Service Day is a workday when students are not in session. No less than fifty percent (50%) of each day shall be set aside for individual classroom work. In cases of consecutive in-service days, no less than fifty percent (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 fifty percent (50%).

2.09 Professional Development Day

Professional Development Day is a workday when students are not in session and is dedicated to professional development activities determined by the Administration.

ARTICLE III – NEGOTIATION PROCEDURES

3.01 Negotiation Procedures

- A. 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.
- B. The initiating party shall include the following:
 - 1. Date of Request
 - 2. Statement of purpose for meeting
 - 3. Person to Contact
- C. The receiving party shall respond and include the following:
 - 1. Date of Response
 - 2. Acknowledgement of receipt of negotiations request
 - 3. Person to contact
- D. The requesting party shall serve a copy of the request and the current contract upon the State Employment Relations Board (SERB).

3.02 Negotiation Meetings

- A. The parties shall meet at a mutually agreed time and place for the first negotiation meeting.
- B. A time, place and date for the next session shall be established before concluding the first and each successive negotiation meeting.
- C. 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.
- D. All meetings shall be scheduled as mutually agreed.

3.03 Negotiation Teams

- A. 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.
- B. 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.
- C. 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.

- D. 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.
- E. 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.

- A. 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.

ARTICLE IV – GRIEVANCE PROCEDURE

4.01 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 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 twenty-five (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 twenty-five (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 Two 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.

ARTICLE V – ASSOCIATION RIGHTS

5.01 **Organizational Rights**

The Association shall be granted the following organizational rights as the sole and exclusive bargaining agent of the instructors employed by the Board:

- A. To enter into collective bargaining discussions with the Board in accordance with the provisions of the contract.
- B. Use of all faculty bulletin boards in faculty area(s).
- C. The Association may use the school mail system and email network for distribution of Association materials to members of the bargaining unit.
- D. 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.
- E. 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.
- F. The principal or his/her designee shall make announcements requested by the Association over the public address system.
- G. The Board policy and the contract including all active Memoranda of Understanding (MOUs) will be available on the District intranet/internet website.
- H. 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.
- I. The Association shall be provided the names, addresses and telephone numbers of all bargaining unit members upon request.

- J. The official agent and spokesperson for the Association for all purposes shall be the president of the Association unless otherwise designated in writing.
- K. 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.
- L. 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.
- M. 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.
 - 1. 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.
 - 2. Members' 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.
 - 3. Member rights to all-day kindergarten selection process can be found in MOU 2.

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 fifty-five (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 Dues Deductions

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 1st 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 non-members 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 15th 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 31st 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.

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 Procedures

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 Recall List

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 one hundred percent (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 1st 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 10th 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 10th 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.
- 7.0103 Members who desire to fill a vacancy as defined above, shall, within five (5) days of the initial posting, complete the online application.
- 7.0104 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.

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.

ARTICLE IX – EVALUATION

9.01 Evaluation Procedure

A uniform instrument will be used for rating bargaining unit members. 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.

- A. 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.
- B. For LEA members deemed to be evaluated using the performance rubric only, N/A will be placed in any section of the rubric that is not applicable to the member's assignment.
- C. The LEA LMC will establish a joint evaluation subcommittee to discuss and agree to any adjustments needed for this process each year prior to September 1st. The subcommittee will not have the authority to modify the collective bargaining agreement.

9.02 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.

9.03 Evaluation Instrument

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

The Final Summative Rating sheet will be the only document maintained in a personnel file. This will be concluded in the eTPES system between member and administrator. Administrator notes written during the observations will not be shared in writing with individual members. The evaluator and LEA member may elect to use the ODE rubric to discuss successes and areas of focus for the LEA member during the post observation conference. If the administrator deems it is necessary to document deficiencies and

provides improvement strategies, the deficiencies and strategies will be reduced to writing and signed by both the administrator and LEA member.

9.04 **Orientation**

The District shall hold an OTES overview meeting, at the building level, for teachers being evaluated no later than September 30th of each year.

9.05 **Schedule for Evaluation**

- A. No teacher shall be formally evaluated more than once annually.
- B. Each teacher shall participate in an individual goal development meeting with his/her evaluator no later than September 30th and prior to the first observation being conducted. 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 (3rd) 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.
 - 1. The first formal observations shall be announced and 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.
 - 2. The second formal observation shall take place within a five (5) day window as determined by the evaluator and communicated via email to the LEA member.
 - 3. All subsequent formal observations may be unannounced.
 - 4. All post-observation conferences shall be held between the evaluator and the teacher no longer than seven (7) days after the observation.
 - 5. The timeline for teachers being observed three (3) times shall be:
 - a. First (1st) post-observation conference held on or before November 30th
 - b. Second (2nd) post-observation conference held on or before February 20th
 - c. Third (3rd) post-observation conference held on or before May 1st
 - 6. Formal observations shall be conducted at least fifteen (15) days after the previous post conference.
 - 7. Before the evaluation cycle is final, and no later than May 10th, a copy of the Final Summative Rating shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
 - 8. The teacher shall have the right to make a written response to the Final Summative Rating and to have it attached to the Final Summative Rating — to be placed in the teacher's personnel file.
- D. **IN ANY YEAR WHEN A TEACHER'S CONTRACT DOES NOT EXPIRE**, a minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) minutes.

1. The first formal observations shall be announced and 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.
 2. The second formal observation shall take place within a five (5) day window as determined by the evaluator and communicated via email to the LEA member.
 3. All subsequent formal observations may be unannounced.
 4. All post-observation conferences shall be held between the evaluator and the teacher no longer than seven (7) days after the observation.
 5. The timeline for teachers being observed two (2) times shall be:
 - a. First (1st) post-observation conference held on or before November 30th
 - b. Second (2nd) post-observation conference held on or before March 30th
 6. Formal observations shall be conducted at least fifteen (15) days after the previous post conference.
 7. Before the evaluation cycle is final, and no later than May 10th, a copy of the Final Summative Rating shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
 8. The teacher shall have the right to make a written response to the Final Summative Rating and to have it attached to the Final Summative Rating — to be placed in the teacher's personnel file.
- E. An LEA member who has been evaluated by a Lakota administrator, and has scored Accomplished or Skilled on the overall evaluation, and who holds a continuing contract will have a modified evaluation process for the following two (2) school years.
1. The modified evaluation process consists of one (1) goal setting meeting, and one (1) walkthrough per grading period.
 2. Each walkthrough will be documented by using the Classroom Walkthrough Form.
 3. The eTPES system will not be used for the modified evaluation process.
 4. After a two (2) year modified process the LEA member will be placed on the formal evaluation system.
 5. If the evaluator documents significant instructional concerns the LEA member may be moved to the formal evaluation for the next school year.

9.06 Walkthroughs

- A. A walkthrough is a formative written assessment that has the following components:
1. A building/individual member awareness of the focus for the walkthrough prior to each walkthrough.
 2. The walkthrough should occur after the individual goal setting meeting and before each post conference meeting.
 3. The walkthrough data will be used as evidence for the evaluation.

4. The administrator will provide the member with the Classroom Walkthrough 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.
5. 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.

9.07 Personnel Action Requirements

- A. Student growth measure data will not be used for non-renewal, termination, or reduction in force purposes until after the 2017-18 contract year.
- B. In the event that a member has an individual value added score, said member will use the minimum percent allowable as part of the fifty percent (50%) of the Student Growth portion of OTES.
- C. Shared Attribution will be utilized for the student growth measure whenever possible.
- D. Submission of data will follow the minimum requirements of ORC.
- E. For the purpose of reduction in force all teacher evaluations shall be deemed comparable until the end of the 2017-2018 contract year.

9.08 Professional Improvement Plan

- A. The purpose of a professional improvement plan is to provide a written plan to improve teaching performance of a member who has been identified as ineffective. The improvement plan shall not include written directives to members.
- B. If the administrator deems it is necessary to document material deficiencies and provides improvement strategies, the deficiencies and strategies will be reduced to writing and signed by both the administration and LEA member.

9.09 Removal of Poorly Performing Teachers

- A. 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.
 - B. Nothing in this article 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 article in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.
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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 Disciplinary Procedures

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.

10.0301 Step One – Verbal Warning: It is expected that most offenses will be addressed through a verbal warning which is Step 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.

10.0302 Step Two – 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.

- 10.0303 Step Three – 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) AND FACULTY ADVISORY COMMITTEE

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.

ARTICLE XII – WORKING CONDITIONS

12.01 Contract Days

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.

- A. Members will be given one (1) year contracts until such time as the Board wishes to offer a two (2) year contract.
- B. 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.
- C. Members shall attend four evening parent conferences not to exceed three and one-half (3½) hours 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.
- D. 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.

12.02 In-Service Days

- A. 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.
1. During two (2) of these in-service days, members will have no less than fifty percent (50%) of each day or the equivalent of each day shall be set aside for dedicated time to work independently.
 2. One (1) of these days will be a professional development day.

- B. One (1) 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 fifty percent (50%) of each day.

12.03 Extended Contract Days

- A. 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.
- B. 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.

12.04 School Calendar

- 12.0401 It is recognized by the parties that the responsibility for setting or amending a school calendar is vested with the Board.
- 12.0402 The Association shall be included in the planning of the District calendar.

12.05 School Day

- 12.0501 The length of the work day for members shall be seven and one-half (7-1/2) hours, including a thirty (30) minute duty-free, uninterrupted lunch period.
- 12.0502 The length of the work day for part-time members may vary.

12.06 Meetings

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

- 12.0601 Members shall attend building meetings scheduled before or after the workday when required to do so by the administrator. Such meetings will not exceed one (1) hour in total time per month.
 - A. The meeting dates for the entire school year will be scheduled prior to the end of August.
 - B. In the event a meeting must be cancelled, forty-eight (48) hours' notice will be given whenever possible.
 - C. If a cancelled meeting must be rescheduled, the administrator will inform the staff of the rescheduled meeting date no sooner than seventy-two (72) hours from the start time of the rescheduled meeting.
 - D. Whenever possible, the administration will utilize substitutes for special education teachers to facilitate special education meetings.
 - E. Emergency faculty meetings may be called.
- 12.0602 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.

12.0603 Members shall attend one (1) grade level/department meeting up to one (1) hour per month as called by their respective chairpersons. Meetings may be scheduled during the workday or after school at the discretion of the grade level/department chairs.

12.0404 Members serving on building committees shall attend meetings as called by the committee chairpersons. Participation in such committees shall be voluntary.

12.07 The Workday

12.0701 Each member who works full-time (7.5 hours) will have a thirty (30) minute duty free lunch per day.

12.0702 Each member who works full-time (7.5 hours) will have a minimum of forty-two (42) minutes (10% of the actual 7 hour workday) of daily planning time, of which thirty (30) minutes shall be uninterrupted planning time.

A. A sub-committee of the LMC composed of administrators and members of the LEA, as appointed by the LEA President, shall monitor the adequacy of the implementation of the workday. The sub-committee shall meet once during each school year to review this and will report its findings to the LMC.

B. When the school day is divided into seven (7) periods, teacher planning time will be equivalent to one (1) period.

C. When the school day is divided into six (6) periods, teacher plan time will be either prior to or following the student school day. Twice a week, the school day may be divided into three (3) periods and a non-instructional Extra Help period.

D. Teachers in core subjects (English, Math, Science, Social Studies) shall have a case load not to exceed one hundred sixty-five (165) students.

E. Teachers in Foreign Language shall have a case load not to exceed one hundred seventy (170) students.

F. Teachers having four (4) or more preparations shall be given every consideration for additional plan time.

G. As is fiscally prudent, beginning with the 2015-2016 school year, elementary homeroom teachers (1-6) shall have two (2) specials per week. Building administrators may require the teacher to use two (2) specials per month as needed for building or district work. There will be no restrictions on those two (2) meetings. This meeting time may be substituted with the beginning of the day planning time. However, every homeroom teacher in grades 1-6 shall have at least thirty (30) minutes of uninterrupted planning time per day. Every teacher shall have the contractual plan time as noted in 12.0502.

12.0703 Each part-time member will be provided ten percent (10%) of their actual work week as planning time.

12.0704 At all levels, the assignment of non-instructional duties, such as cafeteria duty, homerooms, etc., shall be done in an equitable manner within each building. These duties shall be educationally valid and shall not be arbitrary or capricious.

12.08 Securing a Substitute

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

12.09 Flex Time

- A. 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.
- B. 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. Plan time will be part of the 7.5 hour workday.
- C. Flex time shall not replace existing supplemental positions. All other rights and provisions of the master agreement shall remain in full force.
- D. The flex time form included in Appendix I shall be completed by the member and submitted to the administrator for approval.

ARTICLE XIII – CURRICULUM DEVELOPMENT

13.01 Continuous Curriculum Review and Development

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 Curriculum Development Beyond Contract Hours

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.

ARTICLE XIV – LEAVES

14.01 Sick Leave and Family Medical Leave

14.0101 All members shall be granted fifteen (15) days of sick leave annually to be credited at the rate of one and one-fourth (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.

Sick bank donation requests are 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.

14.0107 For newly hired members, five (5) days of sick leave shall be advanced.

14.0108 Falsification of a statement justifying sick leave payment is grounds for suspension or termination of employment under the Ohio revised code.

14.0109 No day will be charged against any member's sick leave if the schools are closed due to an emergency.

14.0110 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 (2) or more consecutive workdays of personal leave. Requests for use of two (2) 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 (3) 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 (4).
- 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 30th.
- 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 twelve (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 thirty (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 twelve (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 seventy (70) days. If the member elects not to return within the given timeframe or requests leave longer than seventy (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 or designee.

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 (5) 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 (5) years of service may, with the permission of the Board and the superintendent or designee, 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 (5%) 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 (5) 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. Eighty percent (80%) reimbursed at the end of year one;
 2. Sixty percent (60%) reimbursed at the end of year two;
 3. Forty percent (40%) reimbursed at the end of year three;
 4. Twenty (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

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 1st 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 **Subpoenaed Member**

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 **Leave Day Explanation**

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 eighty-five percent (85%) paid by the Board and fifteen percent (15%) paid by the LEA member.

A. In the case of spouses, who are both employees of the district, the Board will pay eighty-five percent (85%) of one of the following:

1. One Family Plan
2. One Employee +1 Plan
3. 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 one and one-half (1-1/2) times the employee's annual base salary with a minimum of fifteen thousand dollars (\$15,000).

- B. Supplemental benefits are available to members at one hundred percent (100%) of the cost to the member.

15.02 Comparable Coverage

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 Members' Eligibility

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

15.04 Spousal Limitation

- A. 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:
 - 1. 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.
 - 2. Spouse works a minimum of twenty (20) hours weekly averaged over a twelve (12) month calendar year; and
 - 3. Spouse is required to pay not more than fifty-five percent (55%) of the total medical premium for a single plan to participate in the employer-sponsored plan.
- B. Any spouse that meets the above three (3) 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 twenty-four (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 Eligibility

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 Accumulated and Unused Sick Leave Pay

All retiring members shall receive a sum equal to one-fourth (1/4) of their first two hundred (200) days of accumulated but unused sick leave.

16.03 Additional Accumulated and Unused Sick Leave Pay

Through July 1, 2017, an additional sum equal to one-half (½) of his/her accumulated days over two hundred (200) up to the maximum of three hundred (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 employee's responsibility to verify with the Executive Director of Human Resources and Treasurer his/her STRS years of service no later than January 1st of each year.

An LEA member who joins Lakota will be entitled to bring no more than one hundred eighty (180) sick days into the district.

16.04 Daily Rate of Pay

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 Death of Member

The Board shall grant severance pay to the estate of a member who dies while in the employ of the Board.

ARTICLE XVII – RETIREMENT

17.01 Annuity

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 One-Time Payment

The retiring member who notifies the Executive Director of Human Resources by January 1st will receive a one-time payment of five hundred dollars (\$500). The payment shall be distributed within thirty (30) days of the Board action to accept retirement notice.

17.03 Effective Dates

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.

ARTICLE XVIII – SALARIES

18.01 Former Administrator

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.

18.02 Service Years for Former Member

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.

18.03 Pay Periods

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 beginning with the September 15th pay period and ending with the August 30th pay period. Direct deposit is required for all employees.

18.04 Salary Transition

For 2015-2016, a new salary schedule will be established for all LEA members. Transition to the new salary schedule will be:

1. 1.97% salary increase will be added to the 2014-2015 base.
2. Existing LEA members will be advanced one (1) step on the schedule if eligible.
3. Existing LEA members will be placed on the new schedule for 2015-2016 by rounding up.
4. Any errors in the transition to the new salary schedule will be identified by the member and written notice will be provided to the Treasurer within 90 days from the date of the first pay.
5. No member will receive a reduced salary as a result of the transition to the new salary schedule.

18.05 Salary Schedule

The Board shall implement the salary schedule attached hereto and designated Appendix F.

18.0501 The base rate of the salary schedule shall be Column A, Increment 1 (one).

18.0502 The schedule shall comprise four columns as follows:

- A. Column A – Bachelors degree and all coursework up to, but not inclusive of, a Masters degree as designated by the Ohio Revised Code from any accredited institution.
- B. Column B – Masters degree as designated by the Ohio Revised Code from any accredited institution.

- C. Column C – Masters degree plus fifteen (15) semester hours of graduate work as designated by Ohio Revised Code from any accredited institution after the Masters degree has been conferred.
- D. Column D – Members with Masters degree plus a minimum of thirty (30) semester hours of graduate work as designated by Ohio Revised Code from any accredited institution after the Master's degree has been conferred.
- E. Effective with the 2016-2017 school year, the modified salary schedule shall increase by two percent (2%).
- F. Effective with the 2017-2018 school year, the modified salary schedule shall increase by two percent (2%).
- G. A teacher on paid status for one hundred twenty (120) days or more in one year shall be entitled to move one (1) step on the salary schedule at the start of the subsequent school year if they have no break in service. This includes any teacher who is non-renewed and subsequently rehired the following school year.
- H. Each LEA member who is contracted for at least one hundred twenty (120) days will receive a one-time stipend of six hundred fifty dollars (\$650.00), based on their percentage of FTE, on November 30th in 2015, 2016, 2017 (Contingency applies to 2017).

18.06 Advancement on the Salary Schedule

18.0601 Horizontal Advancement (Appendix M)

- A. Graduate level programs, or additional courses taken in the LEA member's licensed content area, school administration, and/or educational pedagogy or courses taken within the college of education will entitle a member to move horizontally on the salary schedule in accordance with the columns as defined in 18.0502.
- B. Any member who achieves National Board Certification will be permitted to move one column horizontally. (Appendix M)
- C. The member will provide satisfactory evidence of such completion to the employer. Satisfactory evidence shall be an official transcript or a letter of course work completion, issued by the appropriate institution or program. (Appendix M)
- D. Payment on the new column will be effective at the start of the contract year and will commence no later than the October 15th pay date provided the employer has been given satisfactory evidence on or before September 15th. This may require retroactive payment.
- E. Members may only move horizontally one (1) column per school year.
- F. A member shall advance horizontally on the salary schedule by successfully completing 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.

18.0602 Vertical Advancement

- A. At the beginning of each school year, members shall move one (1) COLA increment on the salary schedule for each year of experience in the District.

18.07 Tax Sheltering

The Board hereby agrees with the Association to the tax sheltering method of the pick-up of employee contributions to the State Teachers Retirement System of Ohio (STRS). The pick-up will include retirement benefits paid on all salaries and wages, including supplemental, overtime, and extended time.

18.08 Rates of Pay

18.0801 Calculation of Pay

A. Method of Computation

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

18.0802 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 ten dollars (\$10.00) per hour for said preparation (Appendix E).

18.0803 Summer Meetings

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

18.0804 Summer Trainings

Any member who participates in summer trainings approved by a principal shall receive ten dollars (\$10.00) per hour for said attendance (Appendix E).

18.0805 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.

18.0806 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 (\$50.00) per day or night. This stipend is not to exceed fifty dollars (\$50.00) per a twenty-four hour (24-hour) period.

18.0807 Resident Educator Mentors

Mentors shall be compensated in accordance with Appendix G. Payment for mentors will be divided into two (2) equal payments with the first pay in December and the last pay in May.

18.0808 LPDC Chairperson

The LPDC chairperson shall be compensated in accordance with Appendix G 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.

18.0809 Building Technology Integrators (BTI)

- A. The BTI members will be compensated based upon two (2) pay categories:
 - 1. If building enrollment is less than six hundred (600) students as of August 1st, the BTI will be compensated in accordance with Appendix G.
 - 2. If building enrollment is greater than six hundred (600) students as of August 1st, the BTI will be compensated in accordance with Appendix G.
- B. Payment for this will be divided into two (2) equal payments with the first pay in December and the last pay in May.

18.09 Innovation and Creative Incentive

18.0901 A committee will be established as 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.

- A. The committee will present its findings to the LEA LMC for discussion.
- B. The committee will meet quarterly to review applications and to discuss future initiatives. For the 2015-2016 school year, priority will be given to members for the Gifted, Reading or TESOL endorsement(s).
- C. 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.
- D. If funds remain in this account, there will be a second opportunity for members to submit an application that last Friday in September.

18.0902 The other role of this committee is for the creation of Innovation and Creative Incentive Compensation Program.

- A. 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 five hundred dollars (\$500.00).
- B. The committee will establish and publish parameters and processes for this program by October 1, 2015.
- C. 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 one thousand dollars (\$1,000.00) per member.
- D. 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.

- 18.0903 The amount of reimbursement will be taken from an established total amount as indicated by the Treasurer. The amount allocated will be financially feasible.
 - 18.0904 Once the funds allocated are utilized there will be no further allocation available.
 - 18.0905 Reimbursement will be distributed to members who complete the necessary documentation.
 - 18.0906 The District reserves the right to discontinue this fund if and when it is not fiscally feasible.
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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-way (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 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 sixty (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 Donations and Eligibility

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.

- A. All requests shall be considered confidential.
 - B. Members must first exhaust all paid leave before making a request for sick leave donation.
 - C. The maximum number of days that any one member may receive, per fiscal year, under this provision is thirty (30) days.
 - D. The maximum number of days any one member can donate is twelve (12) days per fiscal year.
 - E. There will be no repayment of days under this provision.
 - F. Days currently in the sick leave back shall be refunded to the original donors who are currently employed.
-

ARTICLE XXI – RESIDENT EDUCATOR PROGRAMS AND LPDC

21.01 Eligibility for Mentor Pool

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 Mentor Assignment

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 one hundred twenty (120) days will be mentored; all others will not.

21.03 Selection of Mentors

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

21.04 Mentor Criteria

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

- A. The mentor should be from the same building as the resident educator.
- B. The mentor should teach in the same grade level or subject areas as the resident educator.

21.05 Confidentiality

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.
-

ARTICLE XXII – TEST SECURITY PROVISIONS

22.01 Rules for Security

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 Fraudulent Activity

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 Restricted Access

No unauthorized person shall have access to any secure test materials at any time such materials are in the school district or school building.

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 five percent (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 1st.
- 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 twenty-five percent (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 1st 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.

ARTICLE XXIV – REEMPLOYMENT OF RETIRED TEACHERS

24.01 Retire/Rehire Conditions

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.
- 24.0111 Re-employed retired members positions shall be posted internally no later than May 1st of each year.
-

ARTICLE XXV – PART-TIME MEMBERS

25.01 Participation

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 Sick/Personal Leave

Part-time members shall earn and utilize sick and personal leave in the same manner as full-time members.

25.03 Reinstatement to Full-Time

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.

ARTICLE XXVI – SUPPLEMENTAL CONTRACTS

The rates for calculating supplemental pay, request or review or guidelines for supplemental pay categories 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 Proposal for Supplemental Position Form

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 Supplemental Subcommittee

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

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

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 1st day of July, 2015, and shall expire on the 30th day of June, 2018.

The third year salary is contingent upon the fiscal year 2016 and fiscal year 2017 biennium budget not decreasing Lakota's state revenue per year aggregate in line item 1.035 (unrestricted grants in aid) and 1.050 (property tax allocation) of the five year forecast by three percent (3%) or more than the district received in fiscal year 2015.

In the event the biennium budget is reduced by three percent (3%) or more for fiscal years 2016 and 2017, the Board shall have sixty (60) days after the date the legislature approves the budget to notify the Association of the Board's intent to reopen the contract for the 2017-2018 contract year on economic issues (wages, and health and dental benefits).

Alan K. Meyer 8-3-15
LEA President Date

Monica Lidma 8-3-15
LEA Negotiations Chair Date

[Signature] 8-3-15
LEA Treasurer Date

John C. O'Connor 8/6/15
Board President Date

Harold Mantie 8/6/15
Superintendent Date

[Signature] 8/6/15
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:

APPENDIX B



FACT-FINDING CONFERENCE NOTICE

TO:

FROM:

DATE:

You are hereby notified of a fact-finding conference. This action is taken in accordance with Article X of the LEA master agreement, which states: "a conference shall be held at which time the circumstances shall be explored; and the employee shall be notified of the purpose of the conference and the right to union representation of his or her choice. Except under extreme and/or unusual circumstances, the meeting shall be held within one (1) week of the date requested. The teacher shall receive at least five (5) days' notice of the conference."

Reason for Conference: *(cite violation and a summary of the incident)*

A fact-finding conference is scheduled at _____ on _____
(Time) (Date)

(Location)

You have a right to union representation at the hearing specified above. Please arrange to have your Union Representative of your choice present if you wish.

Administrator/Date

ACKNOWLEDGEMENT OF RECEIPT:

Employee's Signature/Date

DISTRIBUTION:

Original: Employee
Copies: Director/Administrator
Union Representative

APPENDIX C



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.

LEA member signature

Administrator signature

c: Personnel File
Union President

APPENDIX D



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

APPENDIX E



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
District Hourly Rates

Date

APPENDIX E

District hourly rate	\$27
(1) Curriculum development (see 13.02)	
(2) Internal substitute (see 12.05)	
Preparation of newly constructed classrooms (see 18.0802):	\$10
Summer meetings called by principal (see 18.0803):	\$10
Approved summer trainings (see 18.0804)	\$10
Stipend pay (see 18.0805)	(\$10, \$18, or \$27)
Lump sum activity (outside agency/contract)	contracted agreement
Early entrance testing:	Individual hourly rate (see 18.06)
Supervision (see 18.0806):	\$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
	• (Newly constructed classrooms – see 18.0802)
	• (Summer meetings called by principal – see 18.0803)
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
Effective 7/1/2015 - 6/30/2016

Increment	Column A		Column B		Column C		Column D	
	Salary	COLA	Salary	COLA	Salary	COLA	Salary	COLA
1	\$ 42,347		\$ 45,050		\$ 47,115		\$ 49,939	
2	\$ 43,182	1.97%	\$ 45,937	1.97%	\$ 48,042	1.97%	\$ 50,922	1.97%
3	\$ 44,032	1.97%	\$ 46,841	1.97%	\$ 48,987	1.97%	\$ 51,924	1.97%
4	\$ 44,900	1.97%	\$ 47,763	1.97%	\$ 49,951	1.97%	\$ 52,946	1.97%
5	\$ 45,784	1.97%	\$ 48,703	1.97%	\$ 50,934	1.97%	\$ 53,988	1.97%
6	\$ 46,686	1.97%	\$ 49,661	1.97%	\$ 51,937	1.97%	\$ 55,050	1.97%
7	\$ 47,606	1.97%	\$ 50,639	1.97%	\$ 52,959	1.97%	\$ 56,133	1.97%
8	\$ 48,544	1.97%	\$ 51,635	1.97%	\$ 54,001	1.97%	\$ 57,238	1.97%
9	\$ 49,500	1.97%	\$ 52,651	1.97%	\$ 55,064	1.97%	\$ 58,364	1.97%
10	\$ 50,475	1.97%	\$ 53,688	1.97%	\$ 56,147	1.97%	\$ 59,513	1.97%
11	\$ 51,470	1.97%	\$ 54,744	1.97%	\$ 57,252	1.97%	\$ 60,684	1.97%
12	\$ 52,484	1.97%	\$ 55,822	1.97%	\$ 58,379	1.97%	\$ 61,879	1.97%
13	\$ 53,518	1.97%	\$ 56,920	1.97%	\$ 59,528	1.97%	\$ 63,096	1.97%
14	\$ 54,572	1.97%	\$ 58,040	1.97%	\$ 60,699	1.97%	\$ 64,338	1.97%
15	\$ 55,647	1.97%	\$ 59,182	1.97%	\$ 61,894	1.97%	\$ 65,604	1.97%
16	\$ 56,743	1.97%	\$ 60,347	1.97%	\$ 63,112	1.97%	\$ 66,895	1.97%
17	\$ 57,861	1.97%	\$ 61,535	1.97%	\$ 64,354	1.97%	\$ 68,212	1.97%
18	\$ 59,001	1.97%	\$ 62,746	1.97%	\$ 65,621	1.97%	\$ 69,554	1.97%
19	\$ 60,163	1.97%	\$ 63,981	1.97%	\$ 66,912	1.97%	\$ 70,923	1.97%
20	\$ 61,348	1.97%	\$ 65,240	1.97%	\$ 68,229	1.97%	\$ 72,319	1.97%
21	\$ 62,557	1.97%	\$ 66,524	1.97%	\$ 69,571	1.97%	\$ 73,742	1.97%
22	\$ 63,789	1.97%	\$ 67,833	1.97%	\$ 70,941	1.97%	\$ 75,193	1.97%
23	\$ 65,046	1.97%	\$ 69,168	1.97%	\$ 72,337	1.97%	\$ 76,673	1.97%
24	\$ 66,327	1.97%	\$ 70,529	1.97%	\$ 73,760	1.97%	\$ 78,182	1.97%
25	\$ 67,634	1.97%	\$ 71,917	1.97%	\$ 75,212	1.97%	\$ 79,720	1.97%
26			\$ 73,332	1.97%	\$ 76,692	1.97%	\$ 81,289	1.97%
27			\$ 74,775	1.97%	\$ 78,201	1.97%	\$ 82,889	1.97%
28			\$ 76,247	1.97%	\$ 79,740	1.97%	\$ 84,520	1.97%
29			\$ 77,748	1.97%	\$ 81,310	1.97%	\$ 86,184	1.97%
30			\$ 79,278	1.97%	\$ 82,910	1.97%	\$ 87,880	1.97%

Lakota Local School District
 Teacher Salary Schedule
 Effective 7/1/2016 - 6/30/2017

Increment	Column A		Column B		Column C		Column D	
	Salary	COLA	Salary	COLA	Salary	COLA	Salary	COLA
1	\$ 43,194		\$ 45,952		\$ 48,057		\$ 50,938	
2	\$ 44,045	1.97%	\$ 46,856	1.97%	\$ 49,003	1.97%	\$ 51,940	1.97%
3	\$ 44,913	1.97%	\$ 47,778	1.97%	\$ 49,967	1.97%	\$ 52,962	1.97%
4	\$ 45,798	1.97%	\$ 48,718	1.97%	\$ 50,950	1.97%	\$ 54,004	1.97%
5	\$ 46,700	1.97%	\$ 49,677	1.97%	\$ 51,953	1.97%	\$ 55,067	1.97%
6	\$ 47,620	1.97%	\$ 50,655	1.97%	\$ 52,975	1.97%	\$ 56,151	1.97%
7	\$ 48,558	1.97%	\$ 51,651	1.97%	\$ 54,018	1.97%	\$ 57,256	1.97%
8	\$ 49,515	1.97%	\$ 52,668	1.97%	\$ 55,081	1.97%	\$ 58,383	1.97%
9	\$ 50,490	1.97%	\$ 53,704	1.97%	\$ 56,165	1.97%	\$ 59,532	1.97%
10	\$ 51,485	1.97%	\$ 54,761	1.97%	\$ 57,270	1.97%	\$ 60,703	1.97%
11	\$ 52,499	1.97%	\$ 55,839	1.97%	\$ 58,397	1.97%	\$ 61,898	1.97%
12	\$ 53,533	1.97%	\$ 56,938	1.97%	\$ 59,547	1.97%	\$ 63,116	1.97%
13	\$ 54,588	1.97%	\$ 58,058	1.97%	\$ 60,718	1.97%	\$ 64,358	1.97%
14	\$ 55,663	1.97%	\$ 59,201	1.97%	\$ 61,913	1.97%	\$ 65,625	1.97%
15	\$ 56,760	1.97%	\$ 60,366	1.97%	\$ 63,132	1.97%	\$ 66,916	1.97%
16	\$ 57,878	1.97%	\$ 61,554	1.97%	\$ 64,374	1.97%	\$ 68,233	1.97%
17	\$ 59,018	1.97%	\$ 62,765	1.97%	\$ 65,641	1.97%	\$ 69,576	1.97%
18	\$ 60,181	1.97%	\$ 64,001	1.97%	\$ 66,933	1.97%	\$ 70,945	1.97%
19	\$ 61,366	1.97%	\$ 65,260	1.97%	\$ 68,250	1.97%	\$ 72,341	1.97%
20	\$ 62,575	1.97%	\$ 66,545	1.97%	\$ 69,593	1.97%	\$ 73,765	1.97%
21	\$ 63,808	1.97%	\$ 67,854	1.97%	\$ 70,963	1.97%	\$ 75,217	1.97%
22	\$ 65,065	1.97%	\$ 69,189	1.97%	\$ 72,359	1.97%	\$ 76,697	1.97%
23	\$ 66,347	1.97%	\$ 70,551	1.97%	\$ 73,783	1.97%	\$ 78,206	1.97%
24	\$ 67,654	1.97%	\$ 71,940	1.97%	\$ 75,236	1.97%	\$ 79,746	1.97%
25	\$ 68,987	1.97%	\$ 73,355	1.97%	\$ 76,716	1.97%	\$ 81,315	1.97%
26			\$ 74,799	1.97%	\$ 78,226	1.97%	\$ 82,915	1.97%
27			\$ 76,271	1.97%	\$ 79,765	1.97%	\$ 84,547	1.97%
28			\$ 77,772	1.97%	\$ 81,335	1.97%	\$ 86,211	1.97%
29			\$ 79,302	1.97%	\$ 82,936	1.97%	\$ 87,907	1.97%
30			\$ 80,863	1.97%	\$ 84,568	1.97%	\$ 89,637	1.97%

Lakota Local School District
 Teacher Salary Schedule
 Effective 7/1/2017 - 6/30/2018

Increment	Column A		Column B		Column C		Column D	
	Salary	COLA	Salary	COLA	Salary	COLA	Salary	COLA
1	\$ 44,058		\$ 46,871		\$ 49,018		\$ 51,956	
2	\$ 44,926	1.97%	\$ 47,793	1.97%	\$ 49,983	1.97%	\$ 52,979	1.97%
3	\$ 45,811	1.97%	\$ 48,733	1.97%	\$ 50,966	1.97%	\$ 54,021	1.97%
4	\$ 46,714	1.97%	\$ 49,693	1.97%	\$ 51,969	1.97%	\$ 55,085	1.97%
5	\$ 47,634	1.97%	\$ 50,671	1.97%	\$ 52,992	1.97%	\$ 56,169	1.97%
6	\$ 48,572	1.97%	\$ 51,668	1.97%	\$ 54,035	1.97%	\$ 57,274	1.97%
7	\$ 49,529	1.97%	\$ 52,684	1.97%	\$ 55,098	1.97%	\$ 58,401	1.97%
8	\$ 50,505	1.97%	\$ 53,721	1.97%	\$ 56,183	1.97%	\$ 59,550	1.97%
9	\$ 51,500	1.97%	\$ 54,779	1.97%	\$ 57,288	1.97%	\$ 60,722	1.97%
10	\$ 52,515	1.97%	\$ 55,857	1.97%	\$ 58,416	1.97%	\$ 61,917	1.97%
11	\$ 53,549	1.97%	\$ 56,956	1.97%	\$ 59,565	1.97%	\$ 63,136	1.97%
12	\$ 54,604	1.97%	\$ 58,077	1.97%	\$ 60,738	1.97%	\$ 64,378	1.97%
13	\$ 55,680	1.97%	\$ 59,220	1.97%	\$ 61,933	1.97%	\$ 65,645	1.97%
14	\$ 56,777	1.97%	\$ 60,385	1.97%	\$ 63,152	1.97%	\$ 66,937	1.97%
15	\$ 57,895	1.97%	\$ 61,573	1.97%	\$ 64,394	1.97%	\$ 68,255	1.97%
16	\$ 59,036	1.97%	\$ 62,785	1.97%	\$ 65,662	1.97%	\$ 69,598	1.97%
17	\$ 60,199	1.97%	\$ 64,021	1.97%	\$ 66,954	1.97%	\$ 70,968	1.97%
18	\$ 61,385	1.97%	\$ 65,281	1.97%	\$ 68,272	1.97%	\$ 72,364	1.97%
19	\$ 62,594	1.97%	\$ 66,565	1.97%	\$ 69,615	1.97%	\$ 73,788	1.97%
20	\$ 63,827	1.97%	\$ 67,875	1.97%	\$ 70,985	1.97%	\$ 75,240	1.97%
21	\$ 65,084	1.97%	\$ 69,211	1.97%	\$ 72,382	1.97%	\$ 76,721	1.97%
22	\$ 66,366	1.97%	\$ 70,573	1.97%	\$ 73,807	1.97%	\$ 78,231	1.97%
23	\$ 67,674	1.97%	\$ 71,962	1.97%	\$ 75,259	1.97%	\$ 79,771	1.97%
24	\$ 69,007	1.97%	\$ 73,378	1.97%	\$ 76,740	1.97%	\$ 81,340	1.97%
25	\$ 70,366	1.97%	\$ 74,822	1.97%	\$ 78,250	1.97%	\$ 82,941	1.97%
26			\$ 76,295	1.97%	\$ 79,790	1.97%	\$ 84,573	1.97%
27			\$ 77,796	1.97%	\$ 81,361	1.97%	\$ 86,238	1.97%
28			\$ 79,327	1.97%	\$ 82,962	1.97%	\$ 87,935	1.97%
29			\$ 80,889	1.97%	\$ 84,595	1.97%	\$ 89,666	1.97%
30			\$ 82,480	1.97%	\$ 86,259	1.97%	\$ 91,430	1.97%

APPENDIX G

**SUPPLEMENTAL SALARY SCHEDULE
 JULY 1, 2015 - JUNE 30, 2018
 High School**

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	\$2,500

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	\$2,500

Sports Information Director \$9,000

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
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7/1/2015

APPENDIX G

**SUPPLEMENTAL SALARY SCHEDULE
 JULY 1, 2015 - JUNE 30, 2018**

Marching Band

Marching Band Assistant Director	\$8,000
Marching Band Director	\$9,000

Marching Band Support

Battery Book Writer	\$2,250
Battery Section Leader	\$2,250
Brass Tech	\$2,250
Color Guard Assistant Director	\$2,250
Color Guard Choreographer	\$2,250
Color Guard Director	\$4,000
Drill Writer	\$4,000
Front Book Writer	\$2,250
Front Section Leader	\$2,250
Section Director - Percussion	\$4,000
Section Director - Visual	\$4,000
Wind Book Writer	\$4,000
Woodwind Tech	\$2,250

Music, Vocal, Theater & Winterguard

High School Acts of Excellence (Freshman) Director	\$2,500
High School Band/Instrumental Assistant Director	\$800
High School Band/Instrumental Director	\$2,500
High School Jazz Band Director	\$2,500
High School Musical Pit Director	\$2,500
High School Pep Band Director	\$2,500
High School Technical Director of Productions	\$3,000
High School Theater Assistant Director	\$2,500
High School Theater Director	\$9,000
High School Vocal Assistant Director	\$800
High School Vocal Director	\$2,500
High School Vocal Theater Director	\$3,000
High School Winterguard Assistant Director	\$2,250
High School Winterguard Director	\$4,000
Junior High Jazz Band Director	\$2,500
Junior High School Theater Director	\$3,000
Junior High Theater Assistant Director	\$2,500

Building Clubs

Kindergarten - 6	\$500
Junior School (7 - 8)	\$1,500

High School (9 - 12)

\$2,500

APPENDIX G

**SUPPLEMENTAL SALARY SCHEDULE
 JULY 1, 2015 - JUNE 30, 2018
Grade Level/Department Chairperson**

Department FTE

3 - 5	\$1,750
6 - 8	\$2,250
9 - 11	\$2,750
12 - 14	\$3,250
15 - 17	\$3,750
18 - 20	\$4,250

Special Education Chairperson will receive \$1,000 in addition to department size.

Other

LPDC Chairperson	\$7,500
Mentors	\$1,000
Audio Visual Building Support	\$1,900
Special Olympics Events Coordinator	\$3,500
Building Technology Integrators	
Enrollment is Less Than or Equal to 600 Students per Building	\$2,200
Enrollment is Greater Than or Equal to 601 Students per Building	\$3,000

APPENDIX H

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
Out of school hours (7 maximum points)	Frequency	Weekends/evenings/ holidays (3 maximum points)	School day hours
under 100 hours 1 Pt.	1 This point is given for an intense season or preparation time required more than 20 hours per week for a minimum of three weeks.	2 occurrences 1 Pt.	0 No point is given for hours within the contract day or in lieu of the contract day.
1 100-200 hours 2 Pt.		1 3-4 occurrences 2 Pt.	Given for hours within the contract day or in lieu of the contract day.
2 201-300 hours 3 Pt.	Duration	2 5+ occurrences 3 Pt.	
3 301-400 hours 4 Pt.	1 This point is given when the actual supplemental is required to last for more than 12 weeks.	3	
4 401-500 hours 5 Pt.		For this purpose, "occurrences" are those times when the teacher has to return to school or	

<p>5 501-600 hours 6 Pt.</p> <p>6 601 + hours 7 Pt.</p> <p>7 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>when school is not in session. They do not include the time right after dismissal or right before the school day.</p>	
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Time (12 Maximum Points)

APPENDIX H

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

<p>Collect participation fees 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>Conduct fund raising 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>Collect admissions 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>Marketing The activity includes selling original products (e.g., publications) rather than resale of fund-raising merchandise.</p>	<input type="checkbox"/>	
<p>Eligibility/OHSAA forms/medical forms/grade reports The position includes direct responsibility for collecting forms and verifying information.</p>	<input type="checkbox"/>	
<p>Coordination of other staff 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>Public relations The activity includes district-authorized free performances as a means of good will.</p>	<input type="checkbox"/>	
<p>Community organizations partnership A community group has a major relationship with the supplemental group.</p>	<input type="checkbox"/>	
<p>Administrative Responsibilities (8 Maximum Points)</p>		

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 th 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)

APPENDIX H

Academic Administrative Responsibilities: Mark each category that applies below.

Grade level/department chairs 3-5 faculty members (academic department size for chairs) 1 Pt.	Grade level/department chairs 6-10 faculty members (academic department size for chairs) 2 Pt.	Grade level/department chairs 11+ faculty members (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.

Required certification/license 1 The position requires specific certification or license (e.g., athletic training). 1 Pt.	Required special training 1 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.	Experience in the activity 1 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"/>

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Qualifications (Maximum 3 Pt.)

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

Number of Students		Number of Faculty	
Students		Faculty	
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.)

APPENDIX H

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

APPENDIX I



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

In accordance with Article 19.02, members will be reimbursed for the cost of license renewal. In accordance with MOU #1, members may be entitled to reimbursements. Members must complete and submit Appendix J for reimbursements.

Complete this section if you are requesting reimbursement for license renewal

Members will be reimbursed for the cost of licensure renewals. Reimbursement will only be offered during the calendar year in which the license expires. Completion of this form is required for reimbursement.

Name _____ State ID # _____

Current license expiration date _____

Amount of Reimbursement: _____ Amount approved: _____

Reason (if not approved): _____

Authorized signature: _____ Date: _____

Complete this section if you are requesting reimbursement for completing the Ohio Reading Praxis Test.

According to MOU 1 of the Master Contract Agreement:

Members that are licensed to teach 3rd grade may qualify for reimbursement for taking the Ohio Reading Praxis Test.

Name _____ EE # _____ Date _____

Building _____ Position _____

Member signature _____

Approved _____ Denied _____

Authorized Signature _____

Upon successful completion, please return your copy of this form with verification of passing the test and proof of payment.

Complete this section if you are requesting reimbursement for completing courses aligned to a Reading, Gifted or TESOL endorsement.

In accordance with Article 18.09:

In order to be considered for reimbursement, members must provide documentation that the coursework that is being completed is directly related to a program that results in the endorsement area.

Please indicate the courses below and submit verification that course(s) align with a program that will result in an endorsement in Reading, Gifted or TESOL.

Upon successful completion, please return your copy of this form with verification of passing the test and proof of payment.

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 30th 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 30th 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.

_____ days have been Approved

_____ Disapproved Reason _____

Authorized Signature

APPENDIX M



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.
- For advancement to hours beyond a Master's, 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 _____
(Column A, B, C, D) (Column A, B, C, D)

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

MOU NUMBER 1

**AGREEMENT BETWEEN
LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
LAKOTA EDUCATION ASSOCIATION
Third Grade Reading Guarantee Praxis Test
For the 2015-2018 School Years**

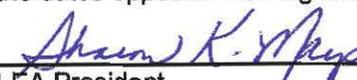
This Memorandum of Understanding is made and entered into by and between the **LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (the "Board") and the **LAKOTA EDUCATION ASSOCIATION** (the "Association").

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

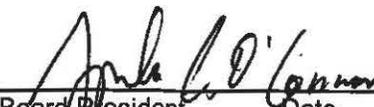
1. The following employees who are licensed to teach third grade may qualify for reimbursement for taking the Ohio Reading Praxis Test:
 - a. Regularly certificated/licensed personnel on a one year contract
 - b. Regularly certificated/licensed personnel on a two year contract
 - c. Regularly certificated/licensed 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. (Appendix J)
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 using Appendix J by June 30th 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.

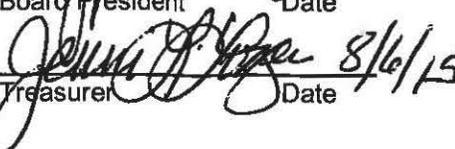
This Memorandum shall expire automatically on June 30, 2018.

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 8-3-15
Date


LEA Witness 8-3-15
Date


Board President 8/6/15
Date


Treasurer 8/6/15
Date

MOU NUMBER 2

**AGREEMENT BETWEEN
LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
LAKOTA EDUCATION ASSOCIATION
All-Day Kindergarten – Children of LEA Members
For the 2015-2016 School Year**

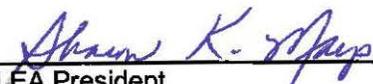
This Memorandum of Understanding is made and entered into by and between the **LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** (the "Board") and the **LAKOTA EDUCATION ASSOCIATION** (the "Association").

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

1. LEA members who are Lakota residents are able to enter the all-day kindergarten lottery as outlined by the District.
2. LEA members must abide by all rules and guidelines for district enrollment and the all-day kindergarten application process.
3. After March 27th, a lottery process will be used for all applicants to identify which students are placed in all-day kindergarten and which are placed on the wait list.
4. LEA members who are residents have the option to select one Alternate School for all-day kindergarten, but must follow the same process as all other residents.
5. LEA members are responsible for noting on the application for All Day Kindergarten they are LEA members by writing LEA MEMBER on the top right hand corner of the All Day application form.
6. If requesting an alternate school, applicants will be placed on the wait list for the alternate school. LEA members will be given preference on the wait list for their Alternate School Choice, if they have requested one.
7. No open enrollment requests from out of the district will be eligible for all-day kindergarten.
8. LEA members will still receive priority in the inter-district open enrollment process for half-day kindergarten.
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, 2016.

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 8-3-15
Date


LEA Witness 8-3-15
Date


Board President 8/6/15
Date


Treasurer 8/6/15
Date

MOU NUMBER 3

**MEMORANDUM OF UNDERSTANDING
AGREEMENT BETWEEN
LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
LAKOTA EDUCATION ASSOCIATION
For the 2015-2016 School Year**

ZERO PERIOD

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:

If an LEA member's teaching assignment incorporates 0 Zero period the following will apply:

- 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 35 hour work week as planning time.
- 12.0503 The LEA member will not necessarily have a plan time each day but will meet the weekly contractual requirements.
- 12.0504 Every attempt will be made to utilize LEA volunteers for this assignment.

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.

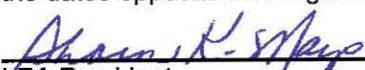
Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy.

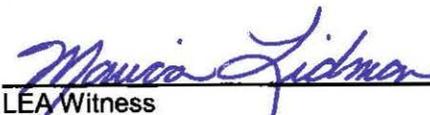
This Memorandum shall constitute the full and complete understanding of the parties concerning this subject matter, and any amendments or modifications shall be in writing and signed by the parties.

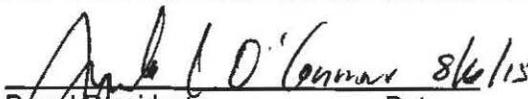
This Memorandum shall become a part of and affixed to the CBA effective with the signatures of the parties.

This Memorandum shall expire June 30, 2016.

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 8-3-15
Date


LEA Witness 8-3-15
Date


Board President 8/6/15
Date


Treasurer 8/10/15
Date

MOU NUMBER 4

**MEMORANDUM OF UNDERSTANDING
AGREEMENT BETWEEN
LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
LAKOTA EDUCATION ASSOCIATION
For the 2015-2018 School Years**

HORIZONTAL SALARY ADVANCEMENT

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:

The District shall establish a committee which will be a subcommittee of the LEA LMC. It will be comprised of at least four (4) LEA members selected by the Association President and at least four (4) administrative members selected by the Superintendent or designee. The purpose shall be to review applications from any LEA member who applies for continued education in areas of specialized certifications/licenses and/or endorsements, training and/or preparation based on the district's needs and will be granted one horizontal column advancement at the conclusion of the approved process.

For the 2015-2016 school year the committee shall develop guidelines for alternative paths for horizontal movement.

For the 2016-2017 school year a program will then be implemented.

- A. Any LEA member who applies for continued education; in areas of specialized certifications/licenses and/or endorsements, training and/or preparation based on the district's needs will be granted one horizontal column advancement at the successful conclusion of the approved process.
- B. The process is only available for new credentials, endorsements licenses or certifications accomplished after the effective date of this memorandum.
- C. The committee will meet quarterly to review and approve applications.
- D. The committee's decisions are not subject to the grievance procedure in the contract.
- E. The member will provide satisfactory evidence of successful completion to the employer.
- F. Satisfactory evidence shall be an official transcript or a letter of course work completion, or a new license/certificate or endorsement issued by the appropriate institution or program.
- G. Payment on the new column will commence no later than the October 15th pay date provided the employer has been given satisfactory evidence on or before September 15th. This may require retroactive payment.
- H. Regardless of the number of additional courses, endorsements and/or licenses, members may only move horizontally one column per contract year.
- I. Each application for a horizontal advancement increase will apply per contract year.

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 shall expire June 30, 2018.

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.

Alan K. May 8-3-15
LEA President Date

John L. O'Leary 8/6/15
Board President Date

Maria Lidman 8-3-15
LEA Witness Date

John P. Ryan 8/16/15
Treasurer Date

**MEMORANDUM OF UNDERSTANDING
AGREEMENT BETWEEN
LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
LAKOTA EDUCATION ASSOCIATION
For the 2015-2018 School Years**

TUTORS

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 Board will hire hourly licensed employees as Tutors.
2. These Tutors will not be members of the LEA.
3. These Tutors will work no more than 25 hours per week.
4. These Tutors will be paid \$27.00 an hour per section 18.04 of the Master Agreement.
5. These Tutors will be used for instructional purposes only.
6. These Tutors will not be used to replace any bargaining unit positions including but not limited to taking work for of any special services (music, art, physical education etc.)

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.

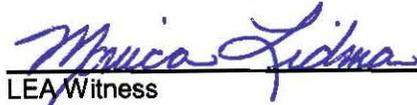
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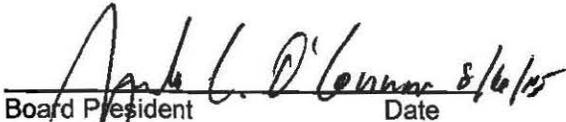
This Memorandum shall become a part of and affixed to the CBA effective with the signatures of the parties.

This Memorandum shall expire June 30, 2018.

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 8-3-15
Date


LEA Witness 8-3-15
Date


Board President 8/6/15
Date


Treasurer 8/6/15
Date

MOU NUMBER 6

**MEMORANDUM OF UNDERSTANDING
AGREEMENT BETWEEN
LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
LAKOTA EDUCATION ASSOCIATION
For the 2015-2016 School Year**

College Credit Plus

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:

- We will compensate LEA members who participate in the first year of College Credit Plus in Lakota Local Schools.
- Use current contract language to compensate the LEA members teaching at a nearby college.
- LEA members selected will meet with representatives from the Curriculum and Instruction Department to establish the needs for training and curriculum development.
- LEA members selected will participate in college level training and document hours during that training.
- LEA members selected will document grades per the Lakota process and also in the college process as instructed.
- LEA members required to attend meetings outside the workday will be paid based on the rubric in Article XVIII, Appendix E.
- When an LEA member documents up to \$600.00 in payment it will be paid to the member once the stipend form is appropriately submitted to the Curriculum and Instruction Department 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.

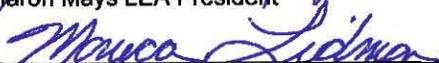
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This Memorandum shall expire June 30, 2016.

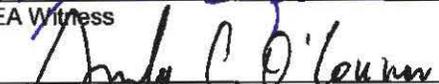
IN WITNESS WHEREOF, the duly authorized representatives of the **LAKOTA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **LAKOTA EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signatures.



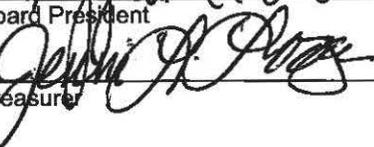
Sharon Mays LEA President



LEA Witness



Board President



Treasurer

8-3-15

Date

8-3-15

Date

8/6/15

Date

8/6/15

Date