

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, 2021 through June 30, 2024

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE NUMBER
I	Recognition	1
	Exclusive Bargaining Agent	1
	Board Management Rights	1
	Bargaining Rights.....	1
	Non-Discrimination.....	2
II	Definitions	2
	Bargaining Unit	2
	Days	2
	Good Faith	2
	Continuous Employment.....	2
	Seniority	2
	Seniority Tie-Breaker(s).....	3
	Full-Time Equivalent (FTE).....	3
	In-Service Day	3
	Professional Development Day	3
Deadline.....	3	
III	Negotiation Procedures	3
	Negotiation Procedures	3
	Negotiation Meetings	3
	Negotiation Teams.....	4
	Information	4
	Caucus	4
	Item Agreement	4
	Agreement	4
	Impasse	5
	Contrary to Law.....	5
In-Term Bargaining	5	
IV	Grievance Procedure.....	5
	Grievance.....	5
	Grievant	5
	Purpose.....	5
	Written Grievance	6
	Grievance Procedure	6
	Miscellaneous Provisions	8
V	Association Rights	8
	Organizational Rights.....	8
	Payroll Deductions	9
	Dues Deductions.....	10
	Fair Share Fee	10
Association Release Time	10	
VI	Reduction in Force	10
	Procedures.....	10
	Recall List	11
VII	Notification of Vacancies and Transfers	11
	Posting of Vacancy	11
	Voluntary Transfers.....	12
	Involuntary Transfers	13
Transfers Due to Redistribution of Students.....	13	

ARTICLE	TITLE	PAGE NUMBER
VIII	Personnel Files	14
IX	Evaluation.....	14
X	Complaints and Discipline.....	14
	Complaints	14
	Verbal Warning	15
	Disciplinary Procedures	15
	Progressive Discipline.....	15
XI	Labor Management Committee (LMC) and Faculty Advisory Committee .	16
	Labor Management Committee	16
	Faculty Advisory Committee	17
XII	Working Conditions.....	18
	Contract Days	18
	In-Service Days.....	18
	Extended Contract Days	19
	School Calendar	19
	Meetings	19
	The Workday.....	19
	Securing a Substitute.....	20
	Flex Time	20
	Special Education Release Time	21
	Internal Substitution	21
XIII	Curriculum Development.....	21
	Continuous Curriculum Review and Development	21
	Curriculum Development Beyond Contract Hours.....	21
XIV	Leaves.....	21
	Sick Leave and Family Medical Leave	21
	Personal Leave	23
	Child Care Leave Policy.....	23
	Assault Leave	23
	Professional Leave	24
	Medical Leave.....	24
	Jury Duty.....	25
	Military Leave.....	25
	Leaves of Absence	25
	Rights While on Leave of Absence.....	25
	Subpoenaed Employee.....	25
	Leave Day Explanation	26
XV	Insurance: Medical, Dental and Life	26
	Health and Dental	26
	Comparable Coverage.....	27
	Worker's Compensation.....	27
XVI	Severance Pay	27
	Eligibility	27
	Accumulated and Unused Sick Leave Pay.....	27
	Additional Accumulated and Unused Sick Leave Pay.....	27
	Daily Rate of Pay	28
	Death of Employee	28

ARTICLE	TITLE	PAGE NUMBER
XVII	Retirement	28
	Annuity	28
	One-Time Payment.....	28
	Effective Dates.....	28
XVIII	Salaries	28
	Former Administrator	28
	Service Years for Former Bargaining Unit Members.....	28
	Pay Periods.....	28
	Salary Schedule.....	29
	Advancement on the Salary Schedule.....	29
	Tax Sheltering	30
	Rates of Pay	30
XIX	Reimbursement of Funds	31
	Reimbursement Funds.....	31
XX	Sick Leave Donation	31
	Donations and Eligibility.....	31
XXI	Resident Educator Programs and LPDC	32
	Eligibility for Mentor Pool	32
	Mentor Assignment.....	32
	Selection of Mentors	32
	Mentor Criteria	32
	Confidentiality	32
	Lakota Professional Development Committee Chairperson (LPDC).....	32
XXII	Test Security Provisions	33
	Rules for Security.....	33
	Fraudulent Activity	33
	Restricted Access	33
XXIII	Association President's Release	33
	President's Release Time	33
	Arrangement for President's Release.....	34
	Return from President's Release.....	34
	Association Stipends.....	34
XXIV	Reemployment of Retired Teachers	34
	Retire/Rehire Conditions.....	34
XXV	Part-Time Employees	35
	Participation	35
	Sick/Personal Leave	36
	Reinstatement to Full-Time.....	36
XXVI	Supplemental Contracts	36
	General	36
	Proposal for Supplemental Position Form	36
	Supplemental Subcommittee	36
	Revision Requests	36
	Supplemental Contracts Will Be Paid As Follows	36
	Exceptions	37

ARTICLE	TITLE	PAGE NUMBER
---------	-------	-------------

XXVII	Duration and Signature Page	37
-------	-----------------------------------	----

APPENDICIES

A	Certificated Grievance Form	38
B	Fact-Finding Conference Notice	40
C	Limited Written Reprimand.....	42
D	Permanent Written Reprimand.....	43
E	Stipend/Extra Duty Payment Form	43
	District Hourly Rate	44
F	Teacher Salary Schedules:	
	Effective 7/1/2021 – 6/30/2022	45
	Effective 7/1/2022 – 6/30/2023	46
	Effective 7/1/2023 – 6/30/2024	47
G	Supplemental Salary Schedules	48
H	Proposal for Supplemental Position.....	51
I	Request for Flex Time	56
J	Reimbursement for License Renewal and Completion of Ohio Reading Praxis Test	57
K	Continuing Contract Eligibility Worksheet	58
	Application for Continuing Contract	59
L	Sick Leave Donation Request Form	60
M	Request for Horizontal Advancement on the Salary Schedule.....	61
N	Request for Vertical Advancement on the Salary Schedule	62
O	Personal Leave Conversion	63

MEMORANDUM OF UNDERSTANDING

1	Third Grade Reading Guarantee Praxis Test.....	64
2	Tutors	65
3	College Credit Plus	66
4	Salary Advancement (Special Circumstances)	67
5	Evaluation.....	68
6	Virtual Learning Option (VLO) (one-year pilot).....	73

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 layoff, 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.

1.04 **Non-Discrimination**

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

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 employee 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 employees employed in the same position for less than sixty (60) continuous days, certified assistants (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 employees 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 employee 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 an employee'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 employee. 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, the date of the appointment recommendation will be used. If a tie still 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: Employee working seven and three-fourths (7-3/4) hours per day
Part-time: Employee working anything less than seven and three-fourths (7-3/4) hours per day. FTE is calculated based on the comparison to the 7 3/4 hour work day and part-time employees who work more than five (5) hours will get a paid lunch.

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.

2.10 Deadline

In the event a deadline occurs on a weekend or when the district office is closed, the preceding workday will be the deadline at 12:00 PM.

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 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 mutually agree on a time and place for the first negotiation meeting within 30 days of the request to open negotiations.
- B. A time, place and date for the next session shall be established before concluding the first and each successive negotiation meeting.

- C. Initial 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. Each team shall designate a spokesperson. All negotiations shall be conducted exclusively by the designated teams. Size of teams may be changed by mutual agreement.
- 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 paid by the party requesting their services. The party shall provide notice one day prior to the meeting naming the consultant who will make the presentation.
- 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.
- 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. It is expressly understood by the parties that the tentative agreement reached on any item may only be revised or withdrawn by mutual agreement.

3.07 **Agreement**

When a total contract tentative 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 provided that the Association has submitted the Board's final offer to a vote of the membership. 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 Contrary to Law

If during the term of this contract there is a change in any applicable state or federal law, or if any provision of this contract shall be found to be contrary to law by a court of competent jurisdiction or pursuant to a specified reopener provision of this contract then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereto shall remain in full force and effect for the term of the contract. If a provision is determined to be invalid, the parties will meet to negotiate with regard to that provision within forty-five (45) days of the demand of either party in accordance with the negotiation provision of this contract.

3.10 In-Term Bargaining

If during the life of the contract, bargaining is necessary due to Article 3.09 and agreement is not reached on the subject matter being bargained, Article 3.08 of this contract shall govern the impasse procedures.

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 employee(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 Written Grievance

An employee who believes that he/she has a grievance shall submit a written complaint to the Association President and/or Grievance Chair within a timely fashion, not to exceed the ability for the Association President and/or Grievance Chair to meet the twenty-five (25) day timeline listed below.

Such grievance shall be submitted by the Association President and/or Grievance Chair to the building principal or appropriate administrator with a copy to the Executive Director of Human Resources within twenty-five (25) days of the infraction.

4.05 Grievance Procedure

A. Step One: A grievant shall have the right to file 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 employee 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.

1. 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.
2. A copy of such grievance shall be filed with the Association President, Superintendent and/or with the Executive Director of Human Resources.
3. The grievant shall have a hearing before the administrator. The grievant and the Association President shall be advised in writing of the time, place and date of the hearing which shall be within seven (7) days of the administrator's receipt of the grievance. The hearing between the grievant and administrator shall involve those two parties only, unless either party requests to be accompanied by an association representative of his/her choice.
4. The administrator 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 Executive Director of Human Resources and the President and/or Grievance Chair.

- B. **Step Two:** If the action taken by the administrator does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Executive Director of Human Resources.
1. Failure to file such appeal within seven (7) days of the receipt of the written memorandum of the administrator's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void.
 2. A hearing shall be conducted by the Executive Director of Human Resources, 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.
 3. The Executive Director of Human Resources 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 administrator and the Association President and/or Grievance Chair.
- C. **Step Three:** If the action taken by the Executive Director of Human Resources does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent and/or Assistant Superintendent following the procedures as outlined in Step Two above.
- D. **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/ Assistant Superintendent's decision.
1. Failure to file such an appeal within seven (7) days of the receipt of the Superintendent's/Assistant Superintendent's action on said action shall be deemed a waiver of the right to appeal and the grievance shall be void.
 2. 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.
 3. 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.
 4. 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.
 5. 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.

6. 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.

4.06 **Miscellaneous Provisions**

- A. An employee 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 employee's personnel file.
- B. 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 such hearings 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.
- C. 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.
- D. All grievances may be withdrawn at any level without prejudice. In the case of grievances filed by individuals, the employee 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 employees 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 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 employees 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 employee 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.
- L. Employees 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 employees of the bargaining unit to organize, to bargain collectively and to engage in other activities designated to protect their working conditions without reprisal.
- M. Employees 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. Employees 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. Employees' children will automatically be accepted for enrollment if the timeline of the District and the policies of the Board are followed unless enrollment at their requested building and/or program is at capacity.

5.02 Payroll Deductions

- A. The Board shall provide through its treasurer, payroll deductions of the matters listed below as a service to the employees.
 - 1. State, national and local income taxes
 - 2. Retirement
 - 3. Premiums for insurance purchased through the District
 - 4. Association dues
 - 5. Tax sheltered annuities – if fifteen (15) or more employees request the same annuity in accordance with 9.91 of the Ohio Revised Code
 - 6. United Way donations
 - 7. Credit union
 - 8. Political contributions
 - 9. Tax-deferred purchasing of retirement service credit
 - 10. A mandatory employee 403(b) for retiring employees fifty-five (55) years of age prior to retirement

11. A 457 Deferred Compensation Plan
12. Other approved payroll deductions at the request of the employee

B. Dues Deductions

Employees of the bargaining unit shall have the privilege of payroll deductions of organizational dues for the Association and its affiliates.

1. Employees 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 September and continue for twelve (12) months on the first and second pay of each month.
2. Payroll deductions shall be continuous and remain in effect unless revoked in writing to the district treasurer and LEA President between the dates of August 1 and August 15 of any school year.
3. Those employees 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.

C. Fair Share Fee

The Parties agree that if the relevant provisions of Janus v. AFSCME Council 31 are overturned, the parties will meet to negotiate Fair Share Fee provisions that are consistent with the changes in law.

5.03 Association Release Time

- A. 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.
- B. The Board is not obligated for any expenses.
- C. 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

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:

- A. Reduction shall be made through attrition to the extent possible.
- B. If further reductions are necessary, limited contract employees shall have their contracts suspended in accordance with seniority within the areas of teaching certification/license.

- C. If further reductions are necessary, continuing contract employees shall have their contracts suspended in accordance with seniority within the areas of teaching certification/license.

6.02 Recall List

Laid-off employees shall be placed on a recall list.

- A. If a vacancy occurs in a teaching position and certification/licensure area for which a laid-off employee is certified and the laid-off employee has taught within that certification/licensure during the last five (5) years, then those employees meeting the qualifications for the vacancy as set forth above shall be recalled in the following order:
 - 1. Qualified continuing contract employees in order of seniority.
 - 2. Qualified limited contract employees in order of seniority.
- B. If there are no laid-off employees who meet all of the qualifications set forth above to be eligible to fill the vacancy, but there are laid-off employees who are properly certified/licensed to fill the vacancy, then those employees who are properly certificated/licensed to fill the vacancy will be offered the vacant teaching position before a new employee is hired to fill same.
- C. An employee 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 employee.
- D. Any employee 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 employee shall be terminated. Employees who are certified/licensed 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.
- E. The Board has fulfilled its responsibility herein by sending a written offer for a job vacancy to an employee on the list by certified mail and email at the last known address given by the employee. Unclaimed, refused or non-deliverable notices as well as failure to respond within ten (10) calendar days shall constitute refusal of the vacancy.
- F. Employees 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. The Board shall assume no responsibility for any cancellations of insurance coverage and its responsibility hereunder shall end if the employee obtains other employment.

ARTICLE VII – NOTIFICATION OF VACANCIES AND TRANSFERS

7.01 Posting of Vacancy

- A. Vacancy shall mean any position that was previously held by an employee or any new position created by the Board or any position for which employees may be qualified and as the Board determines will be filled. No new employees will be placed in any position until all transfer requests have been reviewed and the teachers placed or rejected.

- B. All vacancies shall be posted on the district website for a period of no less than five (5) days. Electronic notification shall be sent to all employees at the time of posting.
 - 1. 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.
 - 2. A currently employed employee who requests a transfer will be considered. Employees must complete the online application within the posting period.
 - 3. When a position is filled using internal candidates, interviews may be conducted in person and/or over the phone.
 - 4. No posting is required when a part-time position is increased in time or made a full-time position. The part-time employee may be offered the full-time employee opening but may request a voluntary transfer to another part-time position when such is posted.
 - 5. Prior to July 1st, known vacant positions shall be posted on the district website for a period of no less than five (5) days for the next school year. Electronic notification shall be sent to all employees at the time of posting.
- C. Vacancies occurring after July 1st will be posted and regularly contracted employees 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. The posting period for vacancies after July 1st shall be for three (3) days.
- D. Vacancies occurring in August, prior to the first teacher contractual day 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.

7.02 Voluntary Transfers

- A. Bargaining unit employees may apply for vacant positions by completing the online application during the posting period and applying for the posted job.
- B. Applications for properly licensed internal candidates on file in the Human Resource office shall be considered before any outside applicants are considered. Internal applicants will receive confirmation that their credentials are being reviewed and considered for the position. In the event an applicant is not awarded the position, the applicant will be notified and may request written notification of the reason why the employee was not awarded the vacant position. The reasons shall be educationally valid and shall not be arbitrary or capricious.
- C. 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.
- D. Auxiliary teachers will be required to work in a district-building for at least two years before qualifying for a continuing contract. For this purpose, auxiliary teachers will notify Human Resources and the LEA President of their intent to transfer to qualify for a continuing contract. This request shall not be unreasonably denied as long as the request is for a vacant position in the district-building in which the employee is licensed to teach. The provisions in this article shall supersede and replace any applicable provisions of the Ohio Revised Code to include but not limit to the requirements for continuing contract set forth in the Ohio Revised Code 3319.08.

7.03 Involuntary Transfers

- A. 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 employees. 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.
- B. Except in unusual and/or emergency circumstances, employee(s) to be involuntarily transferred shall be informed. If requested, a conference with an administrator will be held.
- C. Employees shall not be transferred for disciplinary reasons without the procedures listed below being followed:
 - 1. An employee having particular problems will be advised of the problems in a conference with the building principal and, if requested by the employee, 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 employee in writing.
 - 2. Follow-up conferences will be held with the employee and principal to assess whether or not progress has been made in improving the situation.
 - 3. 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 employee, an Association representative of his/her choice.
- D. Employees shall be given notice by the last teacher work day, if they will be involuntarily transferred or required to move classrooms for the following school year. All employees shall be provided boxes and custodial assistance with the packing and moving of the classroom. If employees are involuntarily transferred or required to move classrooms after that date, they shall be given \$15/hour for up to five (5) hours for the employee to move classrooms over the summer.

7.04 Transfers Due to Redistribution of Students

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

ARTICLE VIII – PERSONNEL FILES

- 8.01 The official personnel file of each employee 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. Employees shall have access to their personnel files, upon request, during office hours. File inspection shall be in the presence of an employee of the administrative staff. The administrator may waive his/her requirement to be present during the employee's inspection of his/her file. The employee may be accompanied by a representative of his/her choice when reviewing the file and obtain copies of material in his/her file. The employee 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 employee 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 an employee's file or become matter of record.
- 8.06 The employee 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 employee has pursuant to Chapter 1347 of the Ohio Revised Code.

ARTICLE IX – EVALUATION

This article serves as a placeholder for the evaluation process. Due to the ongoing transitions and changes from the state level/legislation with OTES and OSCES, the parties have elected to contain the evaluation process as a Memorandum attached as MOU Number 5 in this Master Contract.

Once the parties feel confident that the evaluation process as required by the state is secure, the process shall be contained within this Article 9.

ARTICLE X – COMPLAINTS AND DISCIPLINE

10.01 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.

- A. 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.

- B. Anonymous complaints shall not be used to support disciplinary action.

10.02 Verbal Warning

It is expected that most offenses will be addressed through a verbal warning which will precede the progressive disciplinary process. 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.

10.03 Disciplinary Procedures

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. The parties agree that discipline should only be administered when appropriate and shall be constructive and/or remedial. Accordingly, and depending on the nature of the offense, an employee shall be verbally warned about conduct which could lead to more formal disciplinary action.

Reprimands, discipline, and the reasons for discipline shall be subject to the grievance procedure. An employee may attach a written response to any discipline rendered.

10.04 Progressive Discipline

In addition to the procedures set forth by law, the superintendent or designee, shall follow the principles of progressive discipline and issue a verbal warning, limited written reprimand, permanent written reprimand, or recommend a suspension without pay. However, the Superintendent or designee may accelerate disciplinary measures at any step, if the gravity of the offense warrants such immediate action.

- A. Step One - 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:

1. The employee shall have a fact-finding conference during which time the circumstance(s) shall be explored; and
2. 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. The Association President or designee shall be provided a copy of this notice. The meeting shall be held within five (5) days unless a mutually agreeable time is set.

- B. Step Two - Disciplinary Conclusions: Except under extreme and/or unusual circumstances, disciplinary conclusions will be determined and shared with the employee within two (2) calendar weeks of the fact finding conference.

1. Limited Written Reprimand

This is a formal step in a progressive disciplinary process. It is a reprimand delivered by the supervisor and documented in writing using Appendix C. The written documentation of a limited written reprimand shall become a part of the employee's personnel file. At the request of the bargaining unit member, the limited

written reprimand shall be returned to the member after two years, if no similar incident occurs which results in further discipline.

2. Permanent Written Reprimand

This is a formal step in a progressive disciplinary process beyond or in follow-up to the limited written reprimand. A permanent written reprimand, using Appendix D, shall become a part of the employee's personnel file.

3. 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. A written summary of a suspension shall become a part of the employee's personnel file.

If the disciplinary conference results in an administrative recommendation of termination, the legal procedures as outlined in the Ohio Revised Code, Section 3319.16 must be followed. The affected employee shall have the rights afforded him/her under state law.

ARTICLE XI – LABOR MANAGEMENT COMMITTEE (LMC) AND FACULTY ADVISORY COMMITTEE

11.01 Labor Management Committee

A. 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.

B. Representation on this committee shall be determined by the Executive Director of Human Resources and LEA President. The committee shall be co-chaired by the Executive Director of Human Resources and the LEA President. The Executive Director of Human Resources, Director of Human Resources, LEA President, and LEA Vice President(s) shall be standing members on the committee. The Board's counsel and OEA representative shall be Ex Officio members of the committee.

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

C. The committee chairs will prepare a written summary at the meeting for immediate distribution.

The written summaries nor the comments of any participant shall be used in any grievance, arbitration or any other type of proceeding.

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

E. Meeting Schedule and Agenda

Meetings shall be held once a quarter during the school year and scheduled prior to September 1 of each year. Agendas shall be mutually agreed upon prior to each quarterly meeting. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

F. General Guidelines

1. 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.
2. No grievance shall be discussed; however, topics that could lead to grievances may be discussed.
3. Where agreement is reached by the LMC on a topic, it will be included in the written summary.

G. LMC Standing Subcommittees

There will be the following standing sub-committees which shall report to the LMC quarterly.

1. Diversity- Which shall be chaired by the Director of Diversity and inclusion and an LEA member designated by the LEA President.
2. Special Education- Which shall be chaired by the Executive Director of Special Education and an LEA member designated by the LEA President.
3. Health Care- Which shall be chaired by the Executive Director of Human Resources and an LEA member designated by the LEA President.

The committees will meet each quarter to share and discuss upcoming District initiatives regarding the nature of the subcommittee and to give committee members an opportunity to provide input. Further, the committee will have the opportunity to discuss any ongoing concerns, issues, or potential problems regarding current issues regarding the nature of the subcommittee. Additional committee members shall be selected by the chairs. In the event the co-chairs mutually agree that a meeting is not required, the committee will not be required to meet. LMC standing subcommittees shall meet outside the regular workday. Participation on this committee will be voluntary and committee members shall not be eligible for any additional payment from the district.

11.02 Faculty Advisory Committee

- A. 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.
- B. LEA shall have representatives on the Faculty Advisory Committee in a ratio of one (1) LEA representative for each fifteen (15) employees, 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.
- C. 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 once a month, if needed, 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, employees 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.

Employees may submit items of concern which they wish placed on the agenda to the Building Faculty Advisory Committee chairperson prior to the establishment of the agenda. The FAC chairperson will keep employee submissions confidential

- D. Training will be provided to available members of the Faculty Advisory Committees as agreed by the parties.
- E. Meeting summaries shall be kept in a prescribed format, and made available to the building staff, the LEA President, and the Executive Director of Human Resources. 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 an employee'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. Employees will be given one (1) year contracts until such time as the Board wishes to offer a two (2) year contract.
- B. Employees are solely responsible for notifying the Board of their eligibility for continuing contract. Prior to 12:00 P.M. on the last Friday in October of each school year, the employee 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. Employees 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. Employees 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 three-fourths (7-3/4) 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, employees 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 three-fourths (7-3/4) hour in-service day will occur at the end of each quarter. During these in-service days, employees will have no less than fifty percent (50%) of each day.

12.03 Extended Contract Days

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

12.04 School Calendar

- A. It is recognized by the parties that the responsibility for setting or amending a school calendar is vested with the Board.
- B. The Association shall be included in the planning of the District calendar.
- C. The workday calendar for all auxiliary schools will be provided to the LEA member by the auxiliary school building administrator prior to the start of the school year.

12.05 Meetings

Meetings inside and outside the employee 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.

- A. Emergency faculty meetings may be called.
- B. Employees must attend two (2) after school meetings (not to exceed a maximum of ninety (90) minutes per meeting). These meetings shall be scheduled prior to the start of the school year. These meetings are to provide after school opportunities for parents to attend open house, curriculum previews, and/or transition meetings between buildings.

12.06 The Workday

- A. The length of the work day for members shall be seven and three-fourths (7-3/4) hours, including a thirty (30) minute duty-free, uninterrupted lunch period.
 1. Teachers in core subjects (English, Math, Science, Social Studies, Foreign Language) shall have a case load not to exceed one hundred sixty-five (165) students.
 2. Teachers having four (4) or more preparations shall be given every consideration for additional plan time.
- B. Each part-time employee will be provided ten percent (10%) of their actual work week as planning time.
- C. 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.

D. K-6 Workday

The classroom teacher workday is 7 hours and 45 minutes. The student school day is 6 hours and 50 minutes. Classroom teachers shall have 40 minutes of total plan time outside of the student day. Classroom teachers will not be assigned duties during this time. Classroom teachers will also have an uninterrupted 35-minute planning period during the student day. Administration may utilize one (1) 40-minute time prior to the student day to be used for faculty, department, student academic assistance, IEP/504 meetings. Administration may utilize one (1) 35-minute time during the student day each week to be used for faculty, department, student academic assistance, IEP/504 meetings during the student day. (T & E are not included in the 35-minute block.) Classroom teachers will have a minimum of one (1) 35-minute planning period per day.

In the event the week has three or fewer days, administration can only use one 35-40 minute time block during that week.

1. All special education teachers will receive 15% of their work week for planning time with a minimum of 30 uninterrupted minutes per day.
2. All other teachers will receive 12% of their work week for planning time with a minimum of 30 uninterrupted minutes per day.

F. 7-12 Workday

The teacher workday is 7 hours and 45 minutes. The student school day is 6 hours and 50 minutes. Teachers shall have 40 minutes of total plan time outside of the student day. Teachers will not be assigned duties during this time. Teachers will also have an uninterrupted 45-minute planning period during the student day. Administration may utilize one (1) 40-minute time outside of the student day to be used for faculty, department, student academic assistance, IEP/504 meetings. Administration may utilize one (1) 45-minute time during the student day each week to be used for faculty, department, student academic assistance, IEP/504 meetings during the student day. (XH and/or advisory are not included in the 45-minute block.) In the event the week has three or fewer days, administration can only use one 40-45 minute time block during that week.

12.07 Securing a Substitute

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

12.08 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 employee's regular work schedule within a 7.75 hour workday.
- B. Individual employee 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 employee. Plan time will be part of the 7.75 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 employee and submitted to the administrator for approval.

12.09 Special Education Release Time

Annually, each Intervention Specialist (excluding tutors, SLPs, PTs, OTs and School Psychologists) will receive release time as follows: caseloads of 6 and below will receive one (1) day of release time; caseloads of 7-12 students will receive two (2) days of release time; caseloads of 13-20 students will receive three (3) days of release time; and caseloads of 21-24 students will receive four (4) days of release time.

12.10 Internal Substitution

Teachers that use their planning time to cover a classroom will receive \$32 for covering the class period. Additionally, K-6 homeroom teachers that absorb students for an entire day due to not having a substitute, the teacher(s) will evenly divide the rate of a daily sub.

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

Employees 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

- A. All employees 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.
- B. Unused sick leave shall accumulate.
- C. Employees 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.

- D. Employees, 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 employee'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.

- E. Up to three (3) days a year may be used for the purposes of bereavement.
- F. An employee 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 employee may choose to use accumulated sick leave as documented by a doctor.

An employee 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 employee and the building principal or his/her designee.

An employee 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. 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.

Employees 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 employee 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.

- G. For newly hired employees, five (5) days of sick leave shall be advanced.
- H. Falsification of a statement justifying sick leave payment is grounds for suspension or termination of employment under the Ohio revised code.
- I. No day will be charged against any employee's sick leave if the schools are closed due to an emergency.
- J. Up to two (2) sick days per year may be used for observance of religious holidays.
- K. An employee who joins Lakota will be entitled to bring no more than one hundred eighty (180) sick days into the district.

14.02 Personal Leave

- A. All employees 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 employee's building principal or his/her designee. In the event that a request is denied at the building level, the employee 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.
- B. 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 employee shall have the right to appeal the decision to the Executive Director of Human Resources.
- C. 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 employee shall have the right to appeal the decision to the Executive Director of Human Resources.
- D. Unused personal leave will be converted to sick leave at the ratio 1:1. Or unused personal leave will be converted to personal leave at the ratio 3:1. Employees can request the conversion to personal leave by using Appendix O by June 15th.
- E. No day will be charged against any employee's personal leave if the schools are closed due to an emergency.

14.03 Child Care Leave Policy

- A. Child care leave shall be granted for up to twelve (12) months (beginning with the first day following FMLA) to an employee 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.

- B. The superintendent and the Board have discharged their responsibility under this policy by offering the returning employee the former position held by the employee provided that the

employee gives written notice of a return date not to exceed two (2) consecutive work quarters or not more than seventy (70) days. If the employee 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 employee a position for which he/she is qualified.

- C. 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.
- D. 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.
- E. 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.
- F. During Child Care Leave that is unpaid the employee will not accrue sick or personal leave.

14.04 Assault Leave

- A. Any employee sustaining a physical injury as the result of a physical assault against him/her, incurred while the employee 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 employee each school year. Leave may be extended at the sole discretion of the superintendent or designee.
- B. 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 employee 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.
- C. Either the assaulted employee, building administrator or superintendent shall immediately notify the police.
- D. A written report of all assaults on staff personnel will be made to the office of the superintendent.

14.05 Professional Leave

- A. Professional leave is defined as meetings of a relatively short duration such as conferences, workshops, seminars, and may include visitations to other schools.
- B. Requests for professional leave will be submitted through AESOP, whenever possible, at least one month prior to the date of the event to begin the approval process.
- C. Employees may be granted professional leave on the recommendation of the assistant superintendent if the request meets the following criteria:
 - 1. Directly related to their assigned duties as an employee.
 - 2. Designed to improve the employee's performance in his/her assigned duties.
- D. Upon confirmed approval of professional leave, the employee must complete the district form outlining all costs associated with professional leave and submit to their administrator. Reimbursement, for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized.

- E. 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.
- F. Administration will respond to professional leave requests in a timely manner. Since requests may be time sensitive, employees are encouraged to follow up with administration during the approval process. Employees should not commit to the event prior to approval.

14.06 Medical Leave

The Board will offer medical leave as defined in the Ohio Revised Code.

14.07 Jury Duty

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

14.08 Military Leave

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

14.09 Leaves of Absence

- A. Employees 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.
- B. Employees 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.
- C. Employees returning from a leave of absence must provide a medical release with no restrictions to return from said leave.

14.10 Rights While on Leave of Absence

- A. Employees on Board approved leaves of absence shall accrue seniority in accordance with Section 2.05.
- B. Employees 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.
- C. Employees on unpaid leave will not accrue sick leave.
- D. Employees who take a one year or more unpaid medical leave will not accrue personal leave.

14.11 Subpoenaed Employee

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

14.12 Leave Day Explanation

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

ARTICLE XV – INSURANCE: MEDICAL, DENTAL AND LIFE

15.01 Health and Dental

- A. In consultation with the Association, the Board shall select a health care provider that provides insurance coverage that shall be comparable to the coverage presently in effect.
- B. The Board will provide health insurance programs with the following Board/employee contribution rates for all full-time employees at eighty-five percent (85%) paid by the Board and fifteen percent (15%) paid by the Employee.

1. 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:

- a) One Family Plan
- b) One Employee +1 Plan
- c) Two Single Plans

C. **Part-Time Employees' Eligibility**

Part-time bargaining unit employees 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.

D. **Spousal Limitation**

1. If an employee's spouse meets ALL of the following three criteria, he/she must enroll in his/her employer's plan for primary coverage:
- a) Spouse has access to continuous (i.e. non-seasonal) group coverage through an employer-sponsored plan or spouse does not have "access" to an employer-sponsored plan because he/she is retired or not actively employed.
 - b) Spouse works a minimum of twenty (20) hours weekly averaged over a twelve (12) month calendar year; and
 - c) 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.
2. 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.

E. 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.

F. Life

1. The Board will provide life insurance to all employees 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).
2. Supplemental benefits are available to employees at one hundred percent (100%) of the cost to the employee.

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 Worker's Compensation

All on the job injuries/accidents must be reported to the employee'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.

ARTICLE XVI – SEVERANCE PAY

16.01 Eligibility

An employee who retires from the district shall be eligible for severance pay if he/she:

- A. Accumulates sick leave pursuant to the provisions of Section 3319.1411 of the Ohio Revised Code.
- B. 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 employees shall receive a sum equal to one-fourth (1/4) of their first two hundred and forty (240) days of accumulated but unused sick leave.

16.03 Additional Accumulated and Unused Sick Leave Pay

Through July 1, 2023, an additional sum equal to one-half (1/2) of his/her accumulated days over two hundred (200) up to the maximum of three hundred (300) shall be paid if the employee elects to retire during the year he/she first becomes eligible with full or reduced retirement benefits 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 and to submit his/her resignation for retirement purposes effective before July 1, 2023. This provision shall expire on July 1, 2023.

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 Employee

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

ARTICLE XVII – RETIREMENT

17.01 Annuity

The Board will allow 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

In advance of the first Board meeting in February, the retiring employee who notifies the Executive Director of Human Resources 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 a bargaining unit position will be treated as an outside candidate for the purpose of establishing salary.

18.02 Service Years for Former Bargaining Unit Members

Current Administrators who are previous bargaining unit members and had continuous employment with Lakota will be placed on the salary schedule according to their employment in Lakota.

18.03 Pay Periods

The salary to which an employee 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 5th pay period and ending with the August 20th pay period. Direct deposit is required for all employees.

18.04 Salary Schedule

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

- A. The base rate of the salary schedule shall be Column A, Increment 1 (one).
- B. The schedule shall comprise four columns as follows:
 1. 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.
 2. Column B – Masters degree as designated by the Ohio Revised Code from any accredited institution.
 3. 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.
 4. Column D – Employees 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.
 5. Effective with the 2021-2022 school year, the salary schedule shall increase by two percent (2%).
 6. Effective with the 2022-2023 school year, the salary schedule shall increase by two percent (2%).
 7. Effective with the 2023-2024 school year, the salary schedule shall increase by two percent (2%).
 8. A teacher on paid status for one hundred twenty (120) days or more in one year shall be entitled to move one (1) COLA increment 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.
 9. Each certified bargaining unit member shall receive a one-time stipend as a COVID-19 Learning Recovery Stipend in the amount equal to two and one-half percent (2.5%) of the bargaining unit member's annual salary for the 2021-2022 contract year as reflected in the salary schedule attached to this agreement.

18.05 Advancement on the Salary Schedule

A salary notice will be provided to all employees prior to August 1 of the forthcoming school year.

- A. **Horizontal Advancement** (Appendix M)
 1. Graduate level programs, or additional courses taken in the Employee's licensed content area, school administration, and/or educational pedagogy or courses taken within the college of education will entitle an employee to move horizontally on the salary schedule in accordance with the columns as defined in 18.04(B).
 2. Any employee who achieves National Board Certification will be permitted to move one column horizontally.

3. The employee 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.
4. Payment on the new column will be effective at the start of the contract year and will commence no later than the October 5th pay date provided the employer has been given satisfactory evidence on or before September 15th. This may require retroactive payment. Employees may only move horizontally or vertically once per school year.
5. Employees may only move horizontally one (1) column per school year.
6. An employee 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.

B. Vertical Advancement (Appendix N)

Employees who have completed any coursework towards an endorsement by June 1, 2021 in ESL, Reading, or Gifted, and complete those endorsements by September 1, 2022, shall be entitled to move vertically two (2) increments on the salary schedule in lieu of moving across the salary schedule horizontally.

18.06 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.

18.07 Rates of Pay

A. Calculation of Pay

1. Method of Computation
 - a) Determine the employee's annual basic 184-day salary as provided by the employee's contract.
 - b) Divide the employee's basic salary by 184 days.
 - c) Take figure arrived at in "b" above and divide by seven and three-fourths (7-3/4) hours to determine the employee's individual hourly rate of pay.
2. Stipends

Any employee who agrees to participate in an administrative approved activity will be paid as defined by the stipend criteria and scoring rubric. Refer to the stipend scoring calculation in Appendix E.

B. Supervision

Employees 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 seventy-five dollars (\$75.00) per day or night. This stipend is not to exceed seventy-five dollars (\$75.00) per a twenty-four hour (24-hour) period.

C. 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.

D. LPDC Chairperson

The LPDC chairperson shall be provided up to ten (10) extended days to complete the requirements of the position.

ARTICLE XIX – REIMBURSEMENT OF FUNDS

19.01 Reimbursement Funds

- A. Employees will be reimbursed for the cost of ODE licensure renewals.
1. Reimbursement will only be offered during the calendar year in which the license expires.
 2. Employees will submit the form in Appendix J in order to request reimbursement.
 3. 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.
 4. Reimbursement will be made to the employee within sixty (60) days of receipt of the form in the Treasurer's office.
 5. Reimbursement will only be made if approved documentation and ODE application for renewal is completed by May 1 of the year the license expires.
- B. The District will pay for fingerprints for employees after the initial fingerprint is taken for employment.

ARTICLE XX – SICK LEAVE DONATION

20.01 Donations and Eligibility

Any employee who has a catastrophic illness, injury, or non-elective surgery as verified by a medical professional and approved by Human Resources may be eligible for sick leave donation. For purpose of this benefit, a catastrophic condition may include, but is not limited to, a heart attack, stroke, cancer, serious complications due to surgery, and life threatening accidents. A catastrophic illness incapacitates the employee and requires continuing supervision and treatment from a healthcare provider. The form to request this leave will be found in Appendix L.

- A. All requests shall be considered confidential.

- B. Employees must first exhaust all paid leave before making a request for sick leave donation.
- C. The maximum number of days that any one employee may receive, per fiscal year, under this provision is thirty (30) days.
- D. Unusual situations will be considered by the Executive Director of Human Resources in consultation with the LEA President.
- E. All decisions regarding sick leave are final, binding, and not subject to grievance.

ARTICLE XXI – RESIDENT EDUCATOR PROGRAMS AND LPDC

21.01 Eligibility for Mentor Pool

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

21.02 Mentor Assignment

As full or part-time employees 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)

- A. The LPDC Chairperson shall be provided three (3) release periods during the workday to complete the requirements of this position and to manage the professional development software.
- B. The LPDC Chairperson shall be provided a home building location with access to all communication systems.
- C. 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.
- D. The Local Professional Development Committee (LPDC) shall be appointed by the Executive Director of Human Resources with a recommendation of the LEA President.

- E. The LPDC will be comprised of administrators and employees representing as many grade levels as possible.
 - 1. Names of committee members and monthly dates of meetings will be posted on the district website.
 - 2. LEA committee members 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

- A. The Association president or mutually agreed designee shall be granted one-half day release from his or her normal schedule for the duration of his/her term in office.
- B. The Presidential Release shall be granted in units of one academic year.
- C. 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.
- D. While on President's Release the half-day teaching assignment of the Association president or designee shall include a planning period.
- E. 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.
- F. 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

- A. 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.
- B. The Association president shall assist in the determination of the half-day schedule to be assigned during the President's Release.
- C. 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 an employee at Bachelor's Step 1 and the cost of other employment fringe benefits.

23.03 Return from President's Release

- A. 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.
- B. 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.
- C. 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

- A. Authorized Association employees permitted under the Ohio Revised Code 3307.77 for service to employee 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.
- B. 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.

- A. The salary to be paid to the reemployed retired employee 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.

- B. Reemployed retired employees may be eligible for participation in the insurance plans offered by the Board.
- C. Reemployed retired employees 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.
- D. 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 employee shall be posted for transfer opportunities for regularly-contracted bargaining unit employees.
- E. Reemployed retired employees 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.
- F. In the event of a reduction in force, the contract of the reemployed retired employee shall be suspended prior to the contract of any other regularly-contracted bargaining unit employee.
- G. Reemployment of a retired employee 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 employee.
- H. Reemployed retired employees 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.
- I. Reemployed retired employees may commence their reemployment and accrue up to 15 sick days per year of accumulated sick leave for each year employed.
- J. Subject to these provisions, reemployed retired employees 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 employees and for reemployed retired employees only.
- K. Re-employed retired employees positions shall be posted internally no later than May 1st of each year.

ARTICLE XXV – PART-TIME EMPLOYEES

25.01 Participation

Part-time employees will be expected to participate at their percentage FTE, in the same activities, as full-time employees, 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, employees shall be compensated at the district hourly rate of pay.

25.02 Sick/Personal Leave

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

25.03 Reinstatement to Full-Time

Once a full-time employee has accepted a part-time position, reinstatement to full-time will only occur if the employee 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 employees 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:



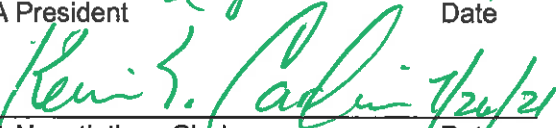


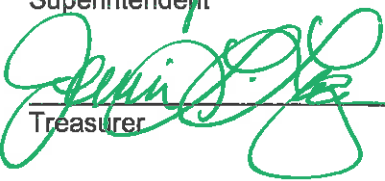
- A. Seasonally for Athletics
- B. Two (2) times per year – once on the first pay in December and once on the last pay in May of each school year

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 2021, and shall expire on the 30th day of June 2024.

 LEA President	<u>7/26/21</u> Date	 Board President	<u>7/9/21</u> Date
 LEA Negotiations Chair	<u>7/26/21</u> Date	 Superintendent	<u>8/2/21</u> Date
 LEA Treasurer	<u>7/26/21</u> Date	 Treasurer	<u>8/9/21</u> Date



CERTIFICATED GRIEVANCE FORM

NAME OF GRIEVANT _____ POSITION _____ DATE SUBMITTED _____

SCHOOL _____ NAME OF PRINCIPAL _____

GRIEVANT ACCOMPANIED BY: _____

<p>SECTION FOR GRIEVANT:</p>	<p>Briefly state the problem, indicating the specific section of the agreement which has allegedly been violated, misinterpreted, or misapplied and the date of occurrence.</p> <p>(If additional space is needed, use other side.)</p>
------------------------------	---

What remedy is sought?

DATE _____ GRIEVANT'S
SIGNATURE _____

(PRINCIPAL'S RESPONSE ON BACK)

APPENDIX A
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** _____



FACT-FINDING CONFERENCE NOTICE

TO:

FROM:

DATE:

You are hereby notified of a fact-finding conference in accordance with Article X, Complaints and Discipline. This conference is being held to explore a potential violation of professional conduct. During this conference, you will be asked questions concerning the potential violation and given the opportunity to provide testimony and/or evidence in your defense. Afterwards, except under extreme and/or unusual circumstances, disciplinary conclusions will be determined and shared with you within two (2) calendar weeks of this conference. You have a right to union representation and you will need to make arrangements to have your representative present.

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

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

(Location)

*Fact-Finding conferences shall be held within five (5) days of this notice unless a mutually agreeable time is set.

Administrator/Date

ACKNOWLEDGEMENT OF RECEIPT:

Employee's Signature/Date

DISTRIBUTION:

- Original: Employee
- Copies: Director/Administrator
- Union President

APPENDIX C



LIMITED WRITTEN REPRIMAND

In accordance with Article X, Complaints and Discipline, this is a formal step in the progressive disciplinary process. This reprimand shall be delivered to you by your administrator and documented that this discussion occurred on this form which shall become a part of your personnel file. You have a right to attach a response to this reprimand. At your request, this reprimand shall be returned to you after two years from the date of this reprimand, if no similar incident occurs which results in further discipline.

TO:

FROM:

DATE:

RE: **LIMITED WRITTEN 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.

Employee signature

Administrator signature

c: Personnel File
Union President

APPENDIX D



PERMANENT WRITTEN REPRIMAND

In accordance with Article X, Complaints and Discipline, this is a formal step in the progressive disciplinary process beyond or in follow-up to the limited written reprimand. This reprimand shall be documented on this form which shall become a part of your personnel file. You have a right to attach a response to this reprimand.

TO:

FROM:

DATE:

RE: **PERMAMENT 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.

Employee signature

Administrator signature

c: Personnel File
Union President

APPENDIX E



STIPEND/EXTRA DUTY PAYMENT FORM

Employee

Employee ID

Building

Stipend:

Extra Duty:

Lump Sum:

Description:

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

_____ Hours x \$15	=	_____
_____ Hours x \$25	=	_____
_____ Hours x \$32	=	_____
_____ Lump sum amount	=	_____

Funding Source

Account Code

Building Administrator

Date

Central Office Administrator

Date

Human Resources

Date

Submitted by

Date

District Hourly Rates

APPENDIX E

District hourly rate	\$32
(1) Curriculum development	
(2) substitute	
Preparation of classrooms	\$15
Summer meetings called by principal	\$15
Approved summer trainings	\$15
Stipend pay	(\$15, \$25, \$32)
Lump sum activity (outside agency/contract)	contracted agreement
Early entrance testing	\$32
Supervision	\$75

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 employees.	
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	\$15.00
	• Preparation of classrooms – see 7.03 D
	• (Summer meetings called by principal)
6 – 10	\$25.00 (Per negotiation)
11 – 19	\$32.00

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

APPENDIX F

Lakota Local School District
Teacher Salary Schedule
 Effective July 1, 2021 - June 30, 2022

2022	Column A		Column B		Column C		Column D	
Increment	Salary	COLA	Salary	COLA	Salary	COLA	Salary	COLA
1	\$ 49,585		\$ 52,750		\$ 55,167		\$ 58,473	
2	\$ 50,562	1.97%	\$ 53,788	1.97%	\$ 56,253	1.97%	\$ 59,624	1.97%
3	\$ 51,558	1.97%	\$ 54,847	1.97%	\$ 57,360	1.97%	\$ 60,797	1.97%
4	\$ 52,574	1.97%	\$ 55,926	1.97%	\$ 58,489	1.97%	\$ 61,993	1.97%
5	\$ 53,610	1.97%	\$ 57,027	1.97%	\$ 59,640	1.97%	\$ 63,213	1.97%
6	\$ 54,666	1.97%	\$ 58,149	1.97%	\$ 60,814	1.97%	\$ 64,457	1.97%
7	\$ 55,743	1.97%	\$ 59,293	1.97%	\$ 62,011	1.97%	\$ 65,726	1.97%
8	\$ 56,841	1.97%	\$ 60,460	1.97%	\$ 63,231	1.97%	\$ 67,019	1.97%
9	\$ 57,961	1.97%	\$ 61,650	1.97%	\$ 64,475	1.97%	\$ 68,338	1.97%
10	\$ 59,103	1.97%	\$ 62,863	1.97%	\$ 65,744	1.97%	\$ 69,683	1.97%
11	\$ 60,267	1.97%	\$ 64,100	1.97%	\$ 67,038	1.97%	\$ 71,054	1.97%
12	\$ 61,454	1.97%	\$ 65,361	1.97%	\$ 68,357	1.97%	\$ 72,452	1.97%
13	\$ 62,665	1.97%	\$ 66,647	1.97%	\$ 69,702	1.97%	\$ 73,878	1.97%
14	\$ 63,900	1.97%	\$ 67,959	1.97%	\$ 71,074	1.97%	\$ 75,332	1.97%
15	\$ 65,159	1.97%	\$ 69,296	1.97%	\$ 72,473	1.97%	\$ 76,815	1.97%
16	\$ 66,443	1.97%	\$ 70,660	1.97%	\$ 73,899	1.97%	\$ 78,327	1.97%
17	\$ 67,752	1.97%	\$ 72,051	1.97%	\$ 75,353	1.97%	\$ 79,868	1.97%
18	\$ 69,087	1.97%	\$ 73,469	1.97%	\$ 76,836	1.97%	\$ 81,440	1.97%
19	\$ 70,448	1.97%	\$ 74,915	1.97%	\$ 78,348	1.97%	\$ 83,043	1.97%
20	\$ 71,836	1.97%	\$ 76,389	1.97%	\$ 79,890	1.97%	\$ 84,677	1.97%
21	\$ 73,251	1.97%	\$ 77,892	1.97%	\$ 81,462	1.97%	\$ 86,343	1.97%
22	\$ 74,694	1.97%	\$ 79,425	1.97%	\$ 83,065	1.97%	\$ 88,042	1.97%
23	\$ 76,165	1.97%	\$ 80,988	1.97%	\$ 84,700	1.97%	\$ 89,775	1.97%
24	\$ 77,665	1.97%	\$ 82,582	1.97%	\$ 86,367	1.97%	\$ 91,542	1.97%
25	\$ 79,195	1.97%	\$ 84,207	1.97%	\$ 88,067	1.97%	\$ 93,344	1.97%
26		1.97%	\$ 85,864	1.97%	\$ 89,800	1.97%	\$ 95,181	1.97%
27		1.97%	\$ 87,554	1.97%	\$ 91,567	1.97%	\$ 97,054	1.97%
28		1.97%	\$ 89,277	1.97%	\$ 93,369	1.97%	\$ 98,964	1.97%
29		1.97%	\$ 91,034	1.97%	\$ 95,206	1.97%	\$ 100,912	1.97%
30		1.97%	\$ 92,826	1.97%	\$ 97,080	1.97%	\$ 102,898	1.97%

APPENDIX F

Lakota Local School District
Teacher Salary Schedule
 Effective July 1, 2022 - June 30, 2023

2023 Increment	Column A		Column B		Column C		Column D	
	Salary	COLA	Salary	COLA	Salary	COLA	Salary	COLA
1	\$ 50,575		\$ 53,803		\$ 56,271		\$ 59,643	
2	\$ 51,571	1.97%	\$ 54,862	1.97%	\$ 57,378	1.97%	\$ 60,817	1.97%
3	\$ 52,587	1.97%	\$ 55,942	1.97%	\$ 58,507	1.97%	\$ 62,014	1.97%
4	\$ 53,623	1.97%	\$ 57,043	1.97%	\$ 59,658	1.97%	\$ 63,234	1.97%
5	\$ 54,679	1.97%	\$ 58,166	1.97%	\$ 60,832	1.97%	\$ 64,478	1.97%
6	\$ 55,756	1.97%	\$ 59,311	1.97%	\$ 62,029	1.97%	\$ 65,747	1.97%
7	\$ 56,854	1.97%	\$ 60,478	1.97%	\$ 63,250	1.97%	\$ 67,041	1.97%
8	\$ 57,974	1.97%	\$ 61,668	1.97%	\$ 64,495	1.97%	\$ 68,360	1.97%
9	\$ 59,116	1.97%	\$ 62,882	1.97%	\$ 65,764	1.97%	\$ 69,705	1.97%
10	\$ 60,281	1.97%	\$ 64,120	1.97%	\$ 67,058	1.97%	\$ 71,077	1.97%
11	\$ 61,469	1.97%	\$ 65,382	1.97%	\$ 68,378	1.97%	\$ 72,476	1.97%
12	\$ 62,680	1.97%	\$ 66,669	1.97%	\$ 69,724	1.97%	\$ 73,902	1.97%
13	\$ 63,915	1.97%	\$ 67,981	1.97%	\$ 71,096	1.97%	\$ 75,356	1.97%
14	\$ 65,174	1.97%	\$ 69,319	1.97%	\$ 72,495	1.97%	\$ 76,839	1.97%
15	\$ 66,458	1.97%	\$ 70,683	1.97%	\$ 73,922	1.97%	\$ 78,351	1.97%
16	\$ 67,767	1.97%	\$ 72,074	1.97%	\$ 75,377	1.97%	\$ 79,893	1.97%
17	\$ 69,102	1.97%	\$ 73,492	1.97%	\$ 76,860	1.97%	\$ 81,465	1.97%
18	\$ 70,463	1.97%	\$ 74,938	1.97%	\$ 78,373	1.97%	\$ 83,068	1.97%
19	\$ 71,851	1.97%	\$ 76,413	1.97%	\$ 79,915	1.97%	\$ 84,703	1.97%
20	\$ 73,266	1.97%	\$ 77,917	1.97%	\$ 81,488	1.97%	\$ 86,370	1.97%
21	\$ 74,709	1.97%	\$ 79,450	1.97%	\$ 83,092	1.97%	\$ 88,070	1.97%
22	\$ 76,181	1.97%	\$ 81,014	1.97%	\$ 84,727	1.97%	\$ 89,803	1.97%
23	\$ 77,682	1.97%	\$ 82,608	1.97%	\$ 86,394	1.97%	\$ 91,570	1.97%
24	\$ 79,212	1.97%	\$ 84,234	1.97%	\$ 88,094	1.97%	\$ 93,372	1.97%
25	\$ 80,772	1.97%	\$ 85,892	1.97%	\$ 89,828	1.97%	\$ 95,210	1.97%
26		1.97%	\$ 87,582	1.97%	\$ 91,596	1.97%	\$ 97,084	1.97%
27		1.97%	\$ 89,306	1.97%	\$ 93,399	1.97%	\$ 98,995	1.97%
28		1.97%	\$ 91,064	1.97%	\$ 95,237	1.97%	\$ 100,943	1.97%
29		1.97%	\$ 92,856	1.97%	\$ 97,111	1.97%	\$ 102,930	1.97%
30		1.97%	\$ 94,683	1.97%	\$ 99,022	1.97%	\$ 104,956	1.97%

APPENDIX F

Lakota Local School District
Teacher Salary Schedule
 Effective July 1, 2023 - June 30, 2024

2024	Column A		Column B		Column C		Column D	
Increment	Salary	COLA	Salary	COLA	Salary	COLA	Salary	COLA
1	\$ 51,589		\$ 54,882		\$ 57,394		\$ 60,836	
2	\$ 52,605	1.97%	\$ 55,962	1.97%	\$ 58,524	1.97%	\$ 62,033	1.97%
3	\$ 53,641	1.97%	\$ 57,063	1.97%	\$ 59,676	1.97%	\$ 63,254	1.97%
4	\$ 54,698	1.97%	\$ 58,186	1.97%	\$ 60,850	1.97%	\$ 64,499	1.97%
5	\$ 55,776	1.97%	\$ 59,331	1.97%	\$ 62,048	1.97%	\$ 65,768	1.97%
6	\$ 56,875	1.97%	\$ 60,499	1.97%	\$ 63,269	1.97%	\$ 67,062	1.97%
7	\$ 57,995	1.97%	\$ 61,690	1.97%	\$ 64,514	1.97%	\$ 68,382	1.97%
8	\$ 59,138	1.97%	\$ 62,904	1.97%	\$ 65,784	1.97%	\$ 69,728	1.97%
9	\$ 60,303	1.97%	\$ 64,142	1.97%	\$ 67,079	1.97%	\$ 71,100	1.97%
10	\$ 61,491	1.97%	\$ 65,404	1.97%	\$ 68,399	1.97%	\$ 72,499	1.97%
11	\$ 62,702	1.97%	\$ 66,691	1.97%	\$ 69,745	1.97%	\$ 73,926	1.97%
12	\$ 63,937	1.97%	\$ 68,003	1.97%	\$ 71,118	1.97%	\$ 75,381	1.97%
13	\$ 65,197	1.97%	\$ 69,341	1.97%	\$ 72,518	1.97%	\$ 76,864	1.97%
14	\$ 66,481	1.97%	\$ 70,706	1.97%	\$ 73,945	1.97%	\$ 78,377	1.97%
15	\$ 67,791	1.97%	\$ 72,097	1.97%	\$ 75,400	1.97%	\$ 79,919	1.97%
16	\$ 69,126	1.97%	\$ 73,516	1.97%	\$ 76,884	1.97%	\$ 81,492	1.97%
17	\$ 70,488	1.97%	\$ 74,963	1.97%	\$ 78,397	1.97%	\$ 83,096	1.97%
18	\$ 71,877	1.97%	\$ 76,438	1.97%	\$ 79,940	1.97%	\$ 84,731	1.97%
19	\$ 73,293	1.97%	\$ 77,942	1.97%	\$ 81,513	1.97%	\$ 86,399	1.97%
20	\$ 74,737	1.97%	\$ 79,476	1.97%	\$ 83,117	1.97%	\$ 88,099	1.97%
21	\$ 76,209	1.97%	\$ 81,040	1.97%	\$ 84,753	1.97%	\$ 89,833	1.97%
22	\$ 77,710	1.97%	\$ 82,635	1.97%	\$ 86,421	1.97%	\$ 91,601	1.97%
23	\$ 79,241	1.97%	\$ 84,261	1.97%	\$ 88,122	1.97%	\$ 93,404	1.97%
24	\$ 80,802	1.97%	\$ 85,919	1.97%	\$ 89,856	1.97%	\$ 95,242	1.97%
25	\$ 82,394	1.97%	\$ 87,610	1.97%	\$ 91,624	1.97%	\$ 97,116	1.97%
26		1.97%	\$ 89,334	1.97%	\$ 93,427	1.97%	\$ 99,027	1.97%
27		1.97%	\$ 91,092	1.97%	\$ 95,266	1.97%	\$ 100,976	1.97%
28		1.97%	\$ 92,885	1.97%	\$ 97,141	1.97%	\$ 102,963	1.97%
29		1.97%	\$ 94,713	1.97%	\$ 99,053	1.97%	\$ 104,989	1.97%
30		1.97%	\$ 96,577	1.97%	\$ 101,002	1.97%	\$ 107,055	1.97%

APPENDIX G

**SUPPLEMENTAL SALARY SCHEDULE
 JULY 1, 2021- JUNE 30, 2024
 High School**

Basketball - Football - Soccer - Swimming - Track - Wrestling

Head Coach	\$9,450
Assistant Coach	\$5,250
Assistant Coach - Freshman	\$3,150

Baseball - Softball - Volleyball - Lacrosse

Head Coach	\$6,300
Assistant Coach	\$3,570
Assistant Coach - Freshman	\$2,630

Cross Country - Gymnastics

Head Coach	\$5,250
Assistant Coach	\$2,940

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

Head Coach	\$3,570
Assistant Coach	\$2,940
Assistant Coach - Freshman	\$2,630
Sports Information Director	\$9,450

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

Junior School

Athletic Director	\$9,450
-------------------	---------

Basketball - Football - Track- Wrestling

Junior School Head Coach (7th Grade and/or 8th Grade)	\$3,150
Junior School Assistant Coach (7th Grade and/or 8th Grade)	\$2,420

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

Junior School Head Coach (7th Grade and/or 8th Grade) / HS Lacrosse Cheer	\$2,420
Junior School Assistant Coach (7th Grade and/or 8th Grade) / HS JV Lacrosse Cheer	\$1,580

Tennis

Junior School Head Coach (7th Grade and/or 8th Grade)	\$1,580
---	---------

APPENDIX G

**SUPPLEMENTAL SALARY SCHEDULE
 JULY 1, 2021 - JUNE 30, 2024**

Marching Band

Marching Band Assistant Director	\$8,400
Marching Band Director	\$9,450

Marching Band Support

Battery Book Writer	\$2,370
Battery Section Leader	\$2,370
Brass Tech	\$2,370
Color Guard Assistant Director	\$2,370
Color Guard Choreographer	\$2,370
Color Guard Director	\$4,200
Drill Writer	\$4,200
Front Book Writer	\$2,370
Front Section Leader	\$2,370
Section Director - Percussion	\$4,200
Section Director - Visual	\$4,200
Wind Book Writer	\$4,200
Woodwind Tech	\$2,370

Music, Vocal, Theater & Winterguard

High School Band/Instrumental Assistant Director	\$840
High School Band/Instrumental Director	\$2,630
High School Jazz Band Director	\$2,630
High School Musical Pit Director	\$2,630
High School Pep Band Director	\$2,630
High School Technical Director of Productions	\$3,150
High School Theater Assistant Director	\$2,630
High School Theater Director	\$9,450
High School Vocal Assistant Director	\$840
High School Vocal Director	\$2,630
High School Vocal Theater Director	\$3,150
High School Winterguard Assistant Director	\$2,630
High School Winterguard Director	\$4,200
Junior High Jazz Band Director	\$2,630
Junior High School Theater Director	\$3,150
Junior High Theater Assistant Director	\$2,630
Junior High Band Director	\$1,000
Junior High Choir Director	\$1,000

Building Clubs

Kindergarten - 6 - (3 per building)	\$1,000
Junior School (7 - 8) - (5 per building)	\$2,000
High School (9 - 12) - (15 per building)	\$2,630

APPENDIX G

**SUPPLEMENTAL SALARY SCHEDULE
JULY 1, 2021 - JUNE 30, 2024
Grade Level/Department Chairperson**

Department FTE

3 - 5 and VLO	\$1,840
6 - 8	\$2,370
9 - 11	\$2,890
12 - 14	\$3,420
15 - 17	\$3,940
18 - 20	\$4,470

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

Other

Mentors	\$1,050
Audio Visual Building Support	\$2,000
Special Olympics Events Coordinator	\$3,680
Job Coach Coordinator	\$2,000

d

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 <i>(7 maximum points)</i> under 100 hours 1 Pt. 1 100-200 hours 2 Pt. 2 201-300 hours 3 Pt. 3 301-400 hours 4 Pt. 4 401-500 hours 5 Pt. 5 501-600 hours 6 Pt.	Frequency 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. Duration 1 This point is given when the actual supplemental is required to last for more	Weekends/evenings/holidays <i>(3 maximum points)</i> 2 occurrences 1 Pt. 1 3-4 occurrences 2 Pt. 2 5+ occurrences 3 Pt. 3 For this purpose, "occurrences" are those times when the teacher has to return to school or when school is not in	School day hours 0 No point is given for hours within the contract day or in lieu of the contract day. Given for hours within the contract day or in lieu of the contract day.

<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>than 12 weeks.</p>	<p>session. They do not include the time right after dismissal or right before the school day.</p>	
---	-----------------------	--	--

Time (12 Maximum Points)

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"/>	

Administrative Responsibilities (8 Maximum Points)

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)

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).	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.	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"/>	1 Pt. <input type="checkbox"/>	1 Pt. <input type="checkbox"/>
Qualifications (Maximum 3 Pt.)		
<input type="checkbox"/>		

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.
<p>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.</p>			

Number of Students/Faculty (Maximum 4 Pts.)

Unusual (hazardous) working conditions: Explain Below

Equipment regularly operated or used: Explain Below

List Funding Sources and Amounts Below

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

Proposal Submitted By

Administrator

Sponsoring Group

Contact Information

Committee Scoring/ Date

APPENDIX I



REQUEST FOR FLEX TIME

Employee 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: _____

Employee signature _____

Approved _____

Administrative signature _____

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



Reimbursement for License Renewal and Completion of Ohio Reading Praxis Test

Contract language 19.02 and MOU #1

I am applying for:

_____ **Reimbursement for License Renewal**
Reimbursement will only be offered during the calendar in which license expires.
Completion of this form is required for reimbursement.

_____ **Completion of Ohio Reading Praxis Test**
Reimbursement will only be offered during the calendar in which license expires.
Completion of this form is required for reimbursement.

Name _____ Employee ID (EE) _____

Date of Request _____ Grade Level/Department _____ Building _____

Current License Expiration Date: _____

Requested amount of reimbursement: _____

Employee Signature: _____

Attach test results for Praxis and proof of payment for both.

Amount Approved: _____

Reason for Denied Payment:

Incomplete Application _____

Outside the calendar year _____

Other _____

Authorized Signature _____

APPENDIX K



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 employees 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. **Employee 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. **Employee must provide ORIGINAL TRANSCRIPTS to the Human Resources Department** by the first teacher contractual day in February.

For employees 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. **Employee 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. **Employee must provide ORIGINAL TRANSCRIPTS to the Human Resources Department** by the first teacher contractual day in February.

In order to be consider for a continuing contract for the upcoming school year, it is the employee's 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

Employee _____ 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 the 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 _____

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 _____

Any employee who has a catastrophic illness, injury, or non-elective surgery as verified by a medical professional and approved by Human Resources may be eligible for sick leave donation. For purpose of this benefit, a catastrophic condition may include, but is not limited to, a heart attack, stroke, cancer, serious complications due to surgery, and life threatening accidents. A catastrophic illness incapacitates the employee and requires continuing supervision and treatment from a healthcare provider.

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 employee 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

Employee: _____

Building: _____

18.05 (A)

Horizontal Advancement (Appendix M)

1. Graduate level programs, or additional courses taken in the Employee's licensed content area, school administration, and/or educational pedagogy or courses taken within the college of education will entitle an employee to move horizontally on the salary schedule in accordance with the columns as defined in 18.04(B).
2. Any employee who achieves National Board Certification will be permitted to move one column horizontally.
3. The employee 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.
4. Payment on the new column will be effective at the start of the contract year and will commence no later than the October 5th pay date provided the employer has been given satisfactory evidence on or before September 15th. This may require retroactive payment.
5. Employees may only move horizontally one (1) column per school year.
6. An employee 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.

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. _____

I have earned additional education credits beyond my current degree to advance from _____ to _____
(1, 2, 3, 4) (2, 3, 4)

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.

Employee Signature

Date

APPENDIX N



REQUEST FOR VERTICAL ADVANCEMENT ON THE SALARY SCHEDULE

Employee: _____ Building: _____

18.05 (B) Vertical Advancement (Appendix N)

The following applies to employees that are placed on the salary schedule in accordance to their actual college coursework.

1. Employees will continue to be placed and move horizontally according to Article 18.04 and 18.05 of the CBA.
2. Employees who earn endorsements (ESL, Reading, Gifted) after July 1, 2015 will be moved vertically two (2) increments on the salary schedule in lieu of moving across the salary schedule horizontally.
3. Employees who are currently placed in column D on the salary schedule and who earn endorsements will only be entitled to move vertically if increments are available.
4. Employees who have no more increments available to move vertically (in columns A-C) will be reviewed on an individual basis and should contact the LEA President to review their request.
5. Employee must submit Appendix N for Pre-approval.
6. Employees that earn endorsements in other areas that have been mutually agreed upon will receive one vertical increase on the salary schedule. Cost for the endorsement is at the expense of the employee.
7. Employees who earn endorsements and have maxed out on their vertical increment will be given a yearly stipend of \$1,750 for all years that the employee holds the endorsement.

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.

Pre-approval Process: Please list the area of specialization that meet district's needs to be considered:

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

_____ to _____
(1, 2, 3, 4) (2, 3, 4)

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.

Employee Signature

Date

APPENDIX O



Employee Name _____ Date of Request _____
Staff Assignment _____ Building _____

In accordance with Article 14.02(D), unused personal leave will be converted to sick leave at the ratio of 1:1, or unused personal leave will be converted to personal leave at the ratio of 3:1.

By completing this form, you are indicating that you would like to convert three (3) unused personal days to one (1) additional personal day for the upcoming school year.

If you do not have three (3) unused personal days, any days will be converted to sick leave at a ratio of 1:1. If you have four (4) unused personal days, three (3) may be converted to an additional personal day. The remaining day converts to a sick day.

_____ Please convert three (3) unused personal days to one (1) personal day for next year.

Employee Signature

Date

This form must be submitted, by way of **email**, to payroll@lakotaonline.com by **4:00 PM on June 15th**. Failure to do so will result in any unused personal days being converted to sick days.

MOU NUMBER 1

MEMORANDUM OF UNDERSTANDING

THIRD GRADE READING GUARANTEE PRAXIS TEST

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 preapproval process.
4. Upon successful completion of the test, the employee will be reimbursed for the fee of one Ohio Reading Praxis Test. (Appendix J-1 and J-2)
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.

MOU NUMBER 2

MEMORANDUM OF UNDERSTANDING

TUTORS

1. The Board will hire hourly licensed employees as Tutors.
2. These Tutors will not be employees in the bargaining unit.
3. These Tutors will work no more than 25 hours per week.
4. These Tutors will be paid \$32.00 an hour per section Appendix E 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.)
7. if a tutor is concurrently working at least ½ time as a bargaining unit member in addition to working as a ½ time tutor they shall be considered full time employees for purposes of eligibility for insurance benefits.

MOU NUMBER 3

MEMORANDUM OF UNDERSTANDING

COLLEGE CREDIT PLUS

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

MOU NUMBER 4

MEMORANDUM OF UNDERSTANDING

**SALARY ADVANCEMENT
(Special Circumstances)**

The following applies to any Employee who had a column change during the salary schedule transition occurring for the beginning of the 2015-2016 school year. (see Transition [special circumstances] list)

Employees will move horizontally across the salary schedule after they have earned 15 additional hours of coursework as defined in Article 18.05 (A) from July 1, 2015.

(OR)

Employees who have completed any coursework towards an endorsement by June 1, 2021 in ESL, Reading, or Gifted, and complete those endorsements by September 1, 2022, shall be entitled to move vertically two (2) increments on the salary schedule in lieu of moving across the salary schedule horizontally.

MEMORANDUM OF UNDERSTANDING

EVALUATION

A uniform instrument will be used for rating bargaining unit employees. The evaluation procedure established in this agreement conforms to the framework for the evaluation of employees developed pursuant to section 3319.112 of the Ohio Revised Code.

- Employees working under a license and/or permanent certificate issued under sections 3319.22, 3319.26 and 3319.222 of the Revised Code
- For employees (PT, OT, Psych, Speech, Teachers on Special Assignment), N/A will be placed in any section of the rubric that is not applicable to the employee's assignment.
- An evaluation will not be conducted for a teacher who: (1) was on leave for fifty (50) percent or more of the school year or (2) has submitted notice of retirement and that notice has been accepted by the board no later than the first day of December of the school year in which the evaluation is scheduled to be conducted.
- Employees hired for 184 days as a long term substitute will be evaluated using the full OTES process. The only exception is any retired/rehired employee will not participate in the evaluation process.
- The LEA and district administration will meet to discuss and agree to any adjustments needed for this process.

Evaluators

Evaluators shall be the building principals, assistant principals, assistant directors and directors, 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 employee. If requested by an employee, following an ineffective rating on the performance rubric the previous school year, another credentialed evaluator shall be assigned by the Executive Director of Human Resources. The evaluator shall not be a member of the bargaining unit.

High Quality Student Data

The teacher evaluation will use at least two measures of district-determined high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject area taught by the teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable.

Evaluators will serve as the local expert when determining High Quality Student Data. In the event the evaluator determines the HQSD submitted does not meet the criteria for HQSD, the teacher may appeal the decision to a second locally determined expert.

Evaluation Instrument

The Evaluation instrument shall be the OTES and OSCES Model.

The Final Holistic Rating sheet will be the only document maintained in a personnel file. This will be documented in the OES system between employee and administrator. The evaluator and employee will

use the evaluation rubric to discuss successes and areas of focus for the employee during the post observation conference.

Evaluation Procedures

OTES Overview Meeting and Evaluation Cycle Placement

- An OTES overview meeting should occur at the start of the school year during the inservice days.
- Teachers will be placed on either a full evaluation cycle or a less frequent evaluation cycle per the requirements outlined in the Collective Bargaining Agreement which conform to the framework developed pursuant to section 3319.112 of the Ohio Revised Code.

Evaluation Cycle

PROFESSIONAL GROWTH PLAN DEVELOPMENT

- A teacher with a Final Holistic rating of **Accomplished** from the previous year's evaluation shall create a self-directed Professional Growth Plan.
- A teacher with a Final Holistic rating of **Skilled** from the previous year's evaluation shall create a jointly developed Professional Growth Plan in collaboration with the assigned credentialed evaluator.
- A teacher with a Final Holistic rating of **Developing** from the previous year's evaluation will develop a Professional Growth Plan that is guided by the assigned credentialed evaluator.
- A teacher with a Final Holistic Rating of **Ineffective** will be placed on an Improvement Plan developed by the assigned credentialed evaluator.
- Any teacher that is new to the district will utilize a district created Professional Growth Plan.
- Along with the submission of the professional growth plan the teacher is required to submit the High Quality Student Data Verification Form.

A full evaluation cycle consists of the following components:

- Submission of Professional Growth Plan
- At least two classroom observations of thirty minutes each. The first observation will be holistic and the second observation focused.
 - Formal Holistic Observation (with an emphasis on all areas on the rubric), followed by a post-conference.
 - Formal Focused Observation - with an emphasis on two identified focus areas.
- Observations shall be announced.
- Each observation must be documented on the observation form and given to the employee.
- A minimum of two walkthroughs of at least ten (10) minutes, but not more than thirty (30) minutes in duration. Each walkthrough must be documented on the classroom walkthrough form.
- A post-conference following the holistic observation and discussion of professional growth plan.
- A post-conference following the focused observation to review the lesson observed and provide feedback.
- A Final Summative Conference where the teacher will be provided a written summary of the evaluation.
- If the employee's employment is under consideration for non-renewal or termination, then a third observation must be completed and included in the evaluation cycle.

A less frequent evaluation cycle consists of the following components:

- Submission of Professional Growth Plan
- One classroom walkthrough of at least ten (10) minutes in length but not more than thirty (30) minutes in duration.
- One post conference which shall include feedback from the walkthrough and discussion of progress on the Professional Growth Plan (PGP).

FINAL HOLISTIC RATINGS FOR CONTINUING CONTRACT EMPLOYEES

- A teacher that has received an “Accomplished” rating and holds a continuing contract will be placed on the less frequent evaluation cycle for the following two (2) years.
- A teacher that has received a “Skilled” rating and holds a continuing contract will be placed on the less frequent evaluation cycle for the following school year.
- If the evaluator documents significant instructional concerns, the employee may be moved to the full evaluation cycle for the next school year. This decision shall be at the sole discretion of the evaluator and the Executive Director of Human Resources.

Evaluation Timelines

Listed below are important dates in which the evaluation cycle needs to be complete along with the order of each step in the evaluation cycle:

Professional Growth Plan (PGP)

- During the 2021-2022 school year, the district will populate professional learning goals for all staff. The district selected goals will fall under the areas of :Focus for Learning and Lesson Delivery.
- In subsequent years only New Hires will have their professional learning goals developed by the district.
- The PGP must be submitted to the evaluator no later than **September 30th**.

FULL EVALUATION CYCLE

LIMITED CONTRACT by February 20th and CONTINUING CONTRACT by May 1st:

- Holistic Observation
 - Announced
 - At least 30 minutes in length
- Post Observation Conference/Professional Growth Plan meeting
 - Discuss identified focus areas and develop the PGP
- Walkthrough #1
- Focused Observation
 - Announced or Unannounced
 - At least 30 minutes in length
- Walkthrough #2
- Post-conference following the focused observation to review the lesson observed and provide feedback.
 - If a third observation is necessary, it will be announced during the post-conference.
 - This observation must be a Focused Observation
- Final Summative Conference
 - The teacher will be provided with a written report of the evaluation results

LESS FREQUENT EVALUATION CYCLE (Continuing Contract -Accomplished or Skilled)

By May 1st:

- Walkthrough -at least ten (10) minutes in length but not more than thirty (30) minutes in duration-
- Post Conference and discussion of Professional Growth Plan

Personnel Action Requirements

- Submission of data will follow the minimum requirements of ORC.
- Seniority will not be the basis for teacher retention decisions when deciding between teachers who have comparable evaluations.
- 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.
- 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.

MOU NUMBER 6

**MEMORANDUM OF UNDERSTANDING
 Virtual Learning Option (VLO)
 (2021-2022 one-year pilot)**

1. VLO Definition: Teachers who work in a virtual environment and not a traditional classroom setting either in a full time or hybrid capacity.
2. Full Time VLO: Defining the Workday
 - a. Length of Day- Flexible workday of 7 hours and 45 minutes
 - b. Schedule- It is the teacher's responsibility to create a schedule that is conducive to student learning.
 - c. Communication- District and teachers are committed to providing consistent timely communication with VLO families similar to in-person learning.
 - d. Work Area- Teachers can teach their courses in a flexible location.
 - e. Full time VLO shall only be on a voluntary basis
 - f. Evaluation: conducted by administration in a virtual setting.
 - g. District committed to providing professional development and available resources necessary for VLO teachers to complete their duties. Understood that this may be different than that of a regular classroom teacher.
 - h. Caseloads will be:

K-6 VLO

	<u>Single Grade Level Caps</u>	<u>Multiple Grade Level Caps</u>
K-2	30-35	25-30
3-6	40-45	35-40

*Teachers who departmentalize their subject areas, class sizes will be divided up proportionately.

7-12 VLO

	<u>One Prep Cap</u>	<u>2-3 Preps Cap</u>	<u>4-5 Preps Cap</u>
7-12 (Core and Foreign Language)	200	165	120
7-12 Electives	250		
K-12 Special Ed	25		

3. Part Time VLO (Hybrid)
 - a. Hybrid VLO teachers are required to teach their VLO courses in their assigned building. Alternatives may be mutually agreed to between the teacher and administrator.
 - b. Will have a designated academic period for VLO classes.
 - c. Volunteers will be sought first before any teacher is required to take a VLO hybrid class.
 - d. There will not be any regular classrooms mixed with VLO during the same academic period. Any exceptions to this would be by mutual agreement between the classroom teacher and administrator.
 - e. Hybrid VLO teachers will be evaluated by their assigned building administrator during in-person learning.
 - f. Hybrid caseloads shall be limited to the following:
 - Teachers in core subjects shall still have a caseload not to exceed 165 students.
 - VLO class sizes for each academic period shall be limited to 35 students.
 - Class sizes for teachers who have 2 VLO preps in the same class period, shall be limited to 20 students.
 - There shall be no more than 2 VLO preps in any academic period.
4. VLO committee that meets quarterly to reassess the pilot and ability to modify MOU or VLO standards as needed.
5. Option to mutually agree to renew pilot for another year.