MASTER AGREEMENT

between the

LAKE EDUCATION ASSOCIATION

and the

LAKE LOCAL BOARD OF EDUCATION

July 1, 2022 - June 30, 2025

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PREAMBLE

The purpose of the Local School District is to provide the best educational opportunities available. It is the objective of the Board of Education, the Superintendent, administrative staff and the teaching staff to provide the highest quality educational program.

The Board of Education and the Lake Education Association mutually agree to work together for the best possible educational program for the children of Lake Local School District. It is hoped that a combined effort of the parties will contribute in significant measure to the advancement of public education in the Lake Local School District.

It is the purpose of this document to establish a relationship between the Board of Education and the Lake Education Association and to set forth an orderly procedure for the consideration and mutual resolution of matters of concern to either party.

ARTICLE I – RECOGNITION

A. Recognition

- 1. In accordance with O.R.C. 4117.04 and 4117.05, the Board does hereby recognize the Lake Education Association (hereafter referred to as the "Association") as the exclusive bargaining agent with respect to all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Master Agreement for all certified teaching personnel employed by Lake Local Schools both full and part-time under limited or continuous contract as part of this bargaining unit.
 - a. Classroom Teachers
 - b. School counselors
 - c. Intervention specialists
 - d. Substitute teachers working more than 60 days in the same position
 - e. Gifted teachers
 - f. Limited English proficiency teachers
 - g. Title teachers
- 2. The Association recognizes that the Superintendent, Principals, Director of Curriculum and Special Education, Technology Director, Director of Athletics and Maintenance, School Psychologists, and Director of Transportation, Integration Specialist and other administrative positions as defined in O.R.C. Chapter 4117, and substitute teachers working less than sixty (60) consecutive days in the same position are excluded from the bargaining unit.
- 3. The Board, in order to recognize an organization as the exclusive bargaining representative of certified personnel, requires satisfactory evidence that the organization is, in fact, one that represents a majority of such employees (50%+1).

Provided such satisfactory evidence is submitted by the employees' organization to the Board prior to October 1st of each year, the Board hereby recognizes said organization as the exclusive bargaining agent for certificated/licensed personnel under teaching contract employed by the Lake Local Board.

B. <u>Definitions</u>

Board – The locally elected body charged with the responsibility of establishing policies for the school district. It is further recognized that the Board is guided in this matter by existing and revised laws of the State of Ohio.

Superintendent – The executive officer of the school district.

Teacher – A person certificated/licensed and employed by the Board under a regular teaching contract. This includes all classroom teachers, special teachers (art, music, physical education, Gifted, Intervention Specialists, Limited English Proficiency & Title I teachers), and school counselors.

Administrative staff – Includes Director of Maintenance and Athletics, Director of Curriculum and Special Education, Director of Transportation and Student Activities, Director of Technology, School Psychologists, Assistant Director of Curriculum and Special Education, Principals, Assistant Principals and Superintendent.

C. <u>Principles</u>

- 1. Attaining Objectives Attainment of the objectives of the educational program of the Lake Local School District requires mutual understanding and cooperation among the Board of Education, the Superintendent, and the Certificated/Licensed Staff. Therefore, free and open exchange of views is desirable and necessary in the negotiations process.
- 2. Certificated/Licensed Personnel It is recognized that members of the certificated/licensed staff require specialized qualifications, and that the success of the educational program in the Lake Local Schools depends upon the maximum utilization of the abilities of the certificated/licensed personnel who are reasonably well satisfied with the conditions under which their services are rendered.

D. Recognition Rights

Exclusive recognition shall entitle the Association to these rights:

- 1. Use of bulletin boards in teacher lounges for staff information.
- 2. Payroll deduction of membership dues.
- 3. Announcements at faculty meetings.
- 4. Use of public address systems, email systems and duplicating equipment for Association announcements. Duplication costs will be paid for by LEA.
- 5. Distribution of bulletins to teachers according to normal school procedure.

- 6. Association speaking rights at regular Board of Education meetings, if prior request, where possible, is requested by the President.
- 7. At the time of normal distribution, the Association President and each building will be furnished with a copy of the tentative agenda for each meeting of the Board. The Association President and each building will be furnished with a copy of the minutes (not yet approved) of each Board meeting at the time that they are furnished to the Board members.
- 8. The Association has the right to the use of the facilities and equipment in the district at no charge and to transact Union business on the Employer's property/work site(s).
- 9. Current board policies will be made available to the Association President upon request. If the Board will be discussing any changes to Board policy, the Association President will be notified of the potential change(s) one week before the Board meeting to allow the Association time to discuss the proposed changes and give feedback to the administration before the Board meeting.
- 10. In recognition of the services that the Association President provides to the Board, administration, and teachers, the Board of Education can elect to provide either double the normal planning time each week, or pay an annual stipend to the Association President of up to Fifteen Hundred Dollars (\$1500.00). A decision for which option to use, if any, will be made by the August school board meeting for the upcoming school year. If the Board chooses to pay the stipend, it will be paid in the month of May of the school year in which the President served.

ARTICLE II – NEGOTIATIONS AGREEMENT

A. <u>Negotiations Procedure</u>

1. <u>Directing Requests</u>

All requests for negotiations meetings shall be made in writing. Requests initiated by the Association shall be directed to the Superintendent, acting as the representative of the Board. Requests initiated by the Board shall be directed from the Superintendent to the President of the Association. Items or provisions of the Master Contract found to be unworkable by either party may be submitted for discussion any time during the school year. The written request for professional negotiations shall include the following:

- a. Date of writing
- b. Statement of purpose of meeting.
- c. Name, address and phone number of the requesting party to arrange a mutually agreeable time for the initial negotiations meeting.

A written reply shall be sent by the receiving party within ten (10) days to the official representative of the requesting party. This communiqué shall include the following:

- a. Date of writing.
- b. Recognition of request for a professional negotiations meeting.
- c. Time, place and date of a mutually agreeable initial negotiations meeting.

2. <u>Negotiations Meeting Period</u>

- a. Requests to negotiate shall be directed no earlier than March 1, in the year the contract expires. The first negotiations session shall be held within fifteen (15) days of the date listed on the initial request for negotiations.
- b. At the first negotiation session, the parties will mutually exchange complete proposals on those items or provisions proposed for change. Both parties will exchange initial proposals that are complete and in writing, in such written detail so that the proposals, if agreed to by the parties, would express the entire agreement between the parties with respect to that provision proposed. Once exchanged by both negotiations teams, no new matters may be introduced for consideration during the course of these negotiations meetings, without mutual consent of both teams.
- c. The negotiations team shall be composed of no more than five (5) members, unless a greater number is mutually agreed upon. Every effort will be made to include an Association member from each building. Non-participating consultants may be present at the negotiating sessions which shall be in executive session.
- d. During the course of negotiations, items mutually agreed to shall be reduced in writing and initialed by representatives of each negotiation team and set aside.
- e. Either team may declare a recess within the negotiation period when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation of the negotiations has been determined.
- f. Either team may call for a caucus at any time. A caucus shall not last longer than thirty (30) minutes unless an extension is mutually agreeable to both teams.
- g. The negotiation period shall extend no longer than forty-five (45) calendar days, unless mutually agreed to extend.
- h. Members of the respective negotiation teams have the power and authority to negotiate.
- i. Members of the negotiation teams shall negotiate in good faith.

- j. Progress reports may be made to the represented bodies by either negotiation team at the discretion of the team.
- k. During the course of the negotiations meetings, joint study committees may be created by mutual consent of the negotiation teams. Members of the study committee will be determined by the members of the negotiation teams. The purpose and particular assignment shall be stated at the time the study committee is created as well as the time for a report of the findings. The item(s) to be studied shall be tabled until the study reports are submitted.

B. Agreement

When agreement is reached on the items being negotiated, a final copy of the provisions shall be submitted to the Association for ratification and then to the Board at its next regular or special Board meeting.

The final written copy shall contain the following:

- 1. Terms of the provisions
- 2. Effective date of the provisions

When approved by both parties, it shall be signed by their respective presidents and shall be entered in the official minutes of the Board. Thereupon, the items agreed to shall constitute a revision in school policies. When applicable, provisions will be reflected in the individual contract or statement of conditions of service to employees.

Official copies of negotiated and agreed to provisions shall be reproduced and distributed to all teachers by the Association. Costs to be equally shared by the Association and Board.

Agreed to items shall remain in effect until determined otherwise by the procedures set forth in this contract.

C. <u>Dispute Resolution</u>

1. <u>Responsibilities</u>

The parties pledge themselves to negotiate in good faith and in the event agreement is not reached, to utilize such mediatory facilities as are provided.

2 <u>Dispute Resolution Procedure</u>

The parties agree that the following method of dispute resolution has been adopted and mutually agreed to in accordance with Ohio Revised Code Section 4117.14(1)(f).

- a. If agreement is not reached within forty-five (45) days of commencement of negotiations or earlier upon declaration in writing by either party, impasse shall be declared unless the parties mutually agree otherwise.
- b. Items unresolved shall be submitted to mediation under the auspices of the Federal Mediation and Conciliation Service.
- c. Mediation shall continue until this Agreement expires or until the parties reach agreement, whichever occurs first.
- d. Upon expiration of this Agreement the Association shall have the right to exercise any and all rights under Ohio Revised Code Section 4117.14 (D) (2)

D. <u>Provisions Contrary to Law</u>

If any provision of this Document pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, retirement of public employees, residency requirements, minimum educational requirements contained in the Revised Code pertaining to public education including certificate requirements of 5705.41 of the Revised Code and Ohio Minimum Standards promulgated by the State Board of Education or any application of the Document to any certificated/licensed person, persons or the Board of Education pertaining to such subjects is found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law. But all other provisions hereof shall be continued in full force.

E. Amendment Procedure

If either party desires to amend the negotiations procedure stipulated in this Agreement, that proposal shall be submitted to the other party in accordance with the procedures stated in Part A, Negotiations Procedure, Section 1., Directing Requests.

F. Individual and Organization Rights

- 1. Fair Practice Clause The Association agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status, age, disability, gender, gender identity, gender expression, sexual orientation, religion, veteran status or political affiliation.
 - Further, all medical information relating to any of the above shall be considered confidential information and will not be released except as required by local, state, or federal law. The Board of Education shall respect and uphold each employee's right to privacy and their constitutional rights as citizens.
- 2. Individuals have the right to join or not to join any organization for their professional or economic improvement. Individuals representing a minority of the professional staff may present their views and recommendations in writing to the

- majority group. If the majority group does not wish to pursue these subjects, the individual/individuals may submit his/her/their views to the Superintendent.
- 3. No reprisal of any kind by either party shall be taken against any participant in negotiations for reasons of such activity.

G. <u>Definitions</u>

- 1. **Caucus** A limited break in the negotiations session of not more than thirty (30) minutes.
- 2. **Consultants** Advisors to the negotiations team. Individuals who, due to special training, experience and talents, have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings.
- 3. **Executive Session** A meeting with admittance to be limited to the discretion of the participants calling the meeting, or the provisions for such a session as provided in this negotiations procedure.
- 4. **Good Faith Negotiations** Good faith requires that the Association and the Board be willing to react to each others' proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process.
- 5. **Impasse** Disagreement, a deadlock on a given issue(s) being negotiated. Impasse is reached when no further change of position by the members of the negotiations teams is taking place and agreement is not expected.
- 6. **Joint Study Committee** A group given specific assignment to develop a more meaningful understanding of a given area to assist the negotiations teams in coming to a mutual agreement. The responsibility of such a committee shall be determined by the negotiations at the time. The study committee shall be advisory only and shall not be directive.
- 7. **Mediation** A one (1) person review of the negotiations proceedings which lead to the impasse of the negotiations teams. Mediation shall include review and study. The purpose of mediation is to offer recommendations that could resolve the impasse on given items of disagreement. Such recommendations shall be advisory only.
- 8. **Mediatory Facilities** Advisory panel or mediator.
- 9. **Mutual Agreement** Any written agreement between the Board and the duly authorized representative of the teachers.
- 10. **Negotiate** To confer, discuss, propose, consider, and/or make counter proposals, in good faith, in an effort to reach mutual agreement on items under consideration.

Such negotiations shall be conducted by representatives of the Board and the Association with authority to negotiate in good faith. Final approval of any negotiated item shall be first by action of the Association and then official adoption of the Board.

- 11. **Negotiations Meeting Period** That period of time not to exceed forty-five (45) calendar days, unless mutually agreed to extend, from the first negotiations meeting until agreement has been reached.
- 12. **Negotiations Session** The actual conferring of the representatives of the local Board of Education and the Association.
- 13. **Negotiations Team** The body of official representatives of the local Board or Association.
- 14. **Progress Report** Reports made to the Board or the Association while negotiations are in progress.
- 15. **Provision** The part of an agreement referring to one specific item.
- 16. **Recess** The period of time between negotiations sessions once the negotiations meeting has commenced. A negotiations session shall not be recessed for a period longer than seventy-two (72) hours, unless mutually agreed by both negotiations teams.
- 17. **Seniority** Seniority is defined as the number of years a teacher has taught in the district.

ARTICLE III – TEACHER CONDITIONS

A. School Calendar

The Lake School calendar shall consist of one hundred eighty-four (184) days times 7.5 hours per day, totaling 1380 hours for the school year. These days will include one hundred eighty (180) instructional days, (4) teacher work days [one half-day (1/2) at the end of the second semester, one half-day (1/2) for attendance at the high school commencement, one (1) full work day at the beginning of each semester and one (1) local in-service day.] If a staff member needs to be excused from commencement, he/she may apply in writing to the Superintendent stating reasons for the request. If satisfaction is not received, the staff member may appeal to the Superintendent and the Association President.

A maximum of four (4) times per school year, a compressed school day may be utilized for in-servicing of staff. These in-service sessions can last until 3:00 p.m.

Calamity days, as accepted by the Board of Education, shall not count against these days or hours, provided that the district continues to meet the hours designated by the Ohio

Revised Code, Section 3313.48. A calamity day shall be defined as an instructional day when the closing of school is deemed necessary as a result of disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment needed to operate the school system, damage to a school building or other property, or other temporary circumstance that renders the school facility unfit for instructional use. Teachers will not be required to work on days when the district has canceled classes for students due to the reasons listed above.

The district will begin to make up days after the 7th calamity day is missed. Any days missed after 7 will either be made up at the end of the year or may become blended learning days, unless mutually agreed upon by the Association President and the Superintendent. If 7 days of school are missed before either Martin Luther King Jr. Day or President's Day, these days will be scheduled makeup school days for both teachers and students.

B. <u>Length of Day</u>

- 1. The Board of Education and Administration shall plan a school day that is in compliance with Ohio Revised Code, Section 3313.48.
- 2. The school day shall be in compliance with the minimum standards as established by the State Board of Education.
- 3. The minimum standards as established by the State Board of Education concerning the granting of two hundred (200) minutes per week of teacher planning time will be implemented district wide. Elementary teachers will be scheduled a minimum of thirty (30) consecutive planning minutes daily. Time periods of ten (10) minutes or less will not be considered planning time. A committee of principals, special teachers and grade level chairs will meet in the spring to give input to the elementary building administrators prior to the scheduling for the following academic year.
- 4. Each teacher shall be granted at least the time equivalence for lunch as directed under 3319.111 of the Ohio Revised Code (30 continuous duty free minutes). The granting of the lunch period shall not be cause for lengthening the school day.
- 5. The teacher day shall not exceed seven (7) hours and thirty (30) minutes, inclusive of a thirty (30) minute duty free lunch period.
- 6. The building time schedules will be cooperatively developed by the Board of Education and the Association prior to the beginning of each school year.
- 7. Teachers are required to be on duty prior to the start of the assigned school day and at the end of the day as follows:
 - a. Lake Elementary fifteen (15) minutes before and ten (10) minutes after
 - b. Lake High School, Lake Middle School fifteen (15) minutes before and ten (10) minutes after.

- c. The times in 7a and 7b are not part of the planning time and are within the 7 hour, 30 minute day.
- 8. Every effort will be made on the part of the teacher to attend open house, parent-teacher conferences, IEP meetings, staffings, faculty/department/grade level meetings and award programs.
- 9. Upon the request of the Association, the parties agree to reopen negotiations when meetings mandated by the State ODE exceed the normal work days significantly.
- 10. The best use of ICE time shall be determined by each Building Leadership Team based on the individual needs for the students as determined by the teacher or Building Leadership Team.

C. <u>Notification of Assignment</u>

- 1. Any employee for whom there may be a tentative change in his/her assignment shall receive a written notification by July 1. If changes are necessary after July 1, the teacher involved shall be notified as soon as possible. These changes shall be made by seniority which is defined as the number of years a teacher has taught in the district.
- 2. Limited Contracts up for Renewal Persons on a limited teaching contract shall be notified of the Board's intent to renew or non-renew the contract by April 30 of the year that the contract expires. All supplemental contracts shall automatically be non-renewed at the end of each school year. Unless otherwise notified by April 30, all certificated/licensed employees will be extended an offer to renew their supplemental contracts for the subsequent school year. All teaching contracts are to be signed and returned to the Treasurer's Office on or before the 1st contracted day of the school year. If not received by 3:00 p.m. on the 2nd day, the employee will be docked for that day and each corresponding day that the contract is not returned.

D. Class Size

1. Size Guidelines

- a. The Board and the Association recognize that the number of students in a classroom is a significant educational matter which must be based upon a number of factors, including State Statutes, the financial resources of the District, the physical facilities available and the overall needs of the educational program.
- b. The number of teacher assignments at the high school shall not exceed six (6) periods per day and at the middle school shall not exceed seven (7) periods per day without added compensation. Compensation for each high school assignment shall be paid at the rate of 14.3% of the teacher's salary.

Compensation for each middle school assignment shall be paid at the rate of 12.5% of the teacher's salary. Compensation for an added assignment for those who are shared will be paid at the rate of 13.4% of the teacher's salary.

c. The administrative procedure for class size will include the following guidelines:

K-3 = 26 students 4-6 = 28 students 7-12 = 28 students

d. Class size will be determined by the number of pupils assigned to full-time equivalency teachers, excluding specialists.

2. Elementary School Class

- a. When a class appears that it will exceed the District guidelines (as defined in 1c above), one of the following remedies will be considered by the Superintendent or the building principal in consultation with the teacher(s) involved:
 - 1) Leveling at the appropriate grade level within a building.
 - 2) Employment of a certificated/licensed aide.
 - 3) Employment of an additional teacher.
 - 4) Continuation of the present situation with agreement of the involved teacher(s).
- b. Compliance with the above shall be met by the completion of the first (1st) quarter.

3. Secondary School Classes

- a. When a class appears that it will exceed the District guidelines (as defined in 1c above), one of the following remedies will be considered by the Superintendent or the building principal in consultation with the teacher(s) involved:
 - 1.) Leveling classes at the appropriate level and subject within the buildings.
 - 2.) Adding a section where needed.
 - 3.) Employment of a certificated/licensed aide.
 - 4.) Employment of an additional teacher.
 - 5.) Continuation of the present situation with agreement of the involved teacher(s).

- b. Compliance with the above shall be made by the completion of the first (1st) quarter.
- c. When it appears that a class in musical performance shall exceed 55 students, the Superintendent or building principal, in consultation with the teacher involved, will consider the remedies listed in 3 (a) above.
- d. Classes in physical education shall be exempt from the provisions of this article as long as each class continues to have two (2) teachers. If only one teacher is assigned to a physical education class, then the class size shall not exceed thirty-two (32) before measures stated in 3a will be taken.

E. Room Conditions

- 1. Each elementary and secondary teacher shall be provided a classroom desk and lockable cabinet if necessary.
- 2. Physical arrangement of the room shall be at the discretion of the teacher with the approval of the respective administrator.

F. <u>Daily Planning</u>

Daily lesson plans shall be kept by the teacher in written or electronic form. The original lesson plans are the property of the teacher but shall be available for inspection by the principal upon request. Also upon request, the teacher must designate the corresponding state standards being covered in the lesson. On at least an annual basis, all teachers will be required to update and submit a Pacing Guide for all courses taught. The lesson plan book must always be up-to-date and available for a substitute and must be communicated via either Google drive or email or in written form.

G. Extra Duty

- 1. The Board will hire lay supervisors for elementary lunch rooms and playgrounds during the lunch period.
- 2. All teachers, when requested, will work at one (1) school function each semester.
- 3. When a staff member is absent from school because of reasons covered under the sick leave policy or personal or professional leave provided for by this negotiated agreement, or because he/she is supervising an approved field trip, or because he/she is supervising specialized testing and a substitute is not obtained, causing the teacher who has been asked to cover to lose a planning period/time, any teacher under these circumstances, who covers more than one (1) period/class per semester will be paid at the rate of \$25.00 per class coverage. Teachers who supervise detention, tutoring, or Summer School will be paid at the rate of \$30.00 an hour.

4. <u>Curriculum Development/Textbook Selection</u>

The administrative staff and employees shall cooperatively participate in curriculum development, implementation of programs, evaluation of program, textbook selection, and curriculum revision. Department chairpersons, grade-level chairpersons, or teachers designated by the Curriculum Director and Association President will participate in curriculum development and revisions. Teachers may be granted release time or be paid \$25 per hour, if approved by the building principal, for curriculum development or revision. The board shall make every effort to provide educational supplies, equipment, and Facilities to maintain a high level of educational standards throughout the district. Teachers are expected to use the curriculum purchased and provided by the Board of Education as the primary resource.

H. Personnel File

Official teacher files shall be maintained only at the Board office under the following circumstances:

- 1. After a teacher is employed, no material concerning a teacher shall be placed in the file unless the teacher is permitted to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the contents.
- 2. Upon written request to the Superintendent, the teacher shall have the right to inspect his/her file in the presence of the member of the Board Office. An authorized representative of the Association or their designee may inspect the file upon written consent of the teacher.
- 3. The teacher shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.
- 4. An incident which has not been reduced to writing within thirty (30) school days of the occurrence may not be added to the file unless the time limit is waived by the mutual agreement of the Superintendent and Association President or Vice-President.
- 5. The teacher shall be entitled to a copy of any material in his/her file. Cost of reproducing the material will be paid by the teacher.

I. New Hire Orientation

All new hires to the district will be provided with one day of district orientation. The content of the orientation will be mutually agreed upon by the Association and the Superintendent.

J. College Credit Plus

- 1. The opportunity to teach any course offered by the school district through College Credit Plus shall be offered to all members of the bargaining unit who are qualified to teach the course. In the event of multiple qualified candidates, the Superintendent will designate the successful candidate.
- 2. Teaching a course that qualifies for College Credit Plus shall be voluntary on the part of the teacher.
- 3. Any member who teaches a course that qualifies for College Credit Plus shall be offered a professional development day to visit the participating institution of higher education to engage in planning with the cooperating college instructor.
- 4. Any member who teaches a course in College Credit Plus shall be paid a stipend of \$500 per section, per semester. The class must have a minimum enrollment of five (5) students taking the class for college credit. Payment will be made by not later than the second regularly scheduled pay date following completion of the work.
- 5. To the extent possible, all students enrolled in a College Credit Plus class shall be scheduled together into one class for instruction.

ARTICLE IV – TRANSFERS

A. <u>Transfer, Assignment, Vacancy Notification</u>

- 1. The Superintendent shall be the executive officer of the Board. The Superintendent nominates for appointment by the Board of Education all teachers, principals and the Assistant Superintendent. (3319.02, 3319.07)
- 2. Vacancy shall be defined as a position presently unfilled, position currently filled but will be open in the future, and position current not in existence.
- 3. Vacancies in professional positions and extra duty positions shall be publicized by giving written notice via email. In the event no application(s) for a position are received within six (6) work days, such position shall be filled without further obligation to these requirements. The length of posting may be shortened upon mutual consent of the Association President and the Superintendent.
- 4. No vacancy shall be filled by above procedures while there are eligible employees for such position in accordance with Recall Provisions.
- 5. Any teacher may apply in writing to the Superintendent and Principal for such vacancy, stating his/her reasons, qualifications and experience. Each qualified applicant within the system will be considered for an interview.
- 6. Positions will be filled on the basis of certification and individual qualifications.

7. When notification of a vacancy has been posted, and an Association member(s) has applied for the position, said member(s) shall be notified as to whether or not the member will be granted the new assignment within ten (10) working days of the final date of the original notification.

B. <u>Voluntary Transfers</u> (teacher requested building change)

- 1. The Superintendent will furnish by April 1 a list of known vacancies for the next school year to Building Principal and Association President or Secretary; supplemental list of vacancies shall be provided as they occur.
- 2. A list of teachers requesting possible transfers and which positions desired will be posted in each building office. It is each teacher's responsibility to add his/her information to the request for transfer list. This list will be posted until April 15 when copies will be sent to all principals, the Superintendent and the Association President. Such requests for transfers shall be valid through the first semester of the next year. The Building Representatives of the Association will be responsible for placing the form in the building office.
- 3. Applicants for transfer will be considered for the open position.
- 4. The Superintendent retains the right to assign staff based on the needs of the District. The Superintendent will consider the certification, qualifications, and seniority of applicants in approving transfer requests, as well as the overall needs of the District.
- C. <u>Involuntary Transfer</u> (a transfer of a teacher because of redistricting, declining enrollment, changes in curriculum, return of a teacher from leave, changes in the location of program or classes, or building closure)
 - 1. Involuntary transfers may be effected only for above defined reasons. The affected teacher(s) and the Association will be given reasons for the transfer by July 1 except in cases of emergency, when such reasons will be given at the earliest opportunity by the Superintendent.
 - 2. Within fifteen (15) days of such notification, the teacher involuntarily reassigned, if requested, shall be granted a conference with the Superintendent and Building Administrator. At such conferences, the teacher may be represented by one association representative of his/her choice.
 - 3. Involuntary transfers will be made with consideration given to certification, individual qualifications and District seniority.
 - 4. The teacher being involuntarily transferred will be placed only in an equivalent position, one which involves no reduction in rank and no impairment in tenure or seniority.

- 5. A teacher who has been involuntarily transferred shall not face a second involuntary transfer for the remainder of the school year in which the involuntary transfer was made and subsequent school year unless due to reasons for which a Reduction in Force (RIF) is available.
- 6. No teacher shall be reassigned to any position for which he/she is not certificated/licensed or cannot become certificated/licensed without additional training.
- 7. No transfer shall be disciplinary in nature.
- 8. The Superintendent shall have the authority granted by law to involuntary transfer any teacher if the transfer of such teacher is in the best interest of the school district, provided that the above reasons and conferences are provided.

ARTICLE V – REDUCTION IN FORCE

A. Reduction in Force

In accordance with O.R.C. 3319.17, when by reason of decreased enrollment of pupils, return to work by regular teachers from leaves of absence, financial reasons, suspension of schools or territorial changes affecting the district, or any other reasons set forth in O.R.C. §3319.17, the Board decides that it will be necessary to reduce the number of teaching positions, it may make a reasonable reduction.

In the event that the district's financial situation is such that consideration is being given to a RIF situation, a committee composed of the Superintendent, Treasurer and one Board member, with equal union representation, will meet to discuss an appropriate plan of action mutually agreed upon by both sides to be presented to the Board of Education.

The following procedure shall apply to all full-time teaching employees:

- 1. Where known and where possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for certificated/licensed staff members who retire or resign or whose limited agreements are not renewed.
- 2. The Association shall be notified of the reason(s) for RIF and the extent of staff reduction at such time a decision is made by the Board and shall be further notified as to which teacher(s) shall be suspended.
- 3. The teacher to be suspended will be notified of the RIF thirty (30) days prior to the effective date.

- 4. Reductions shall be accomplished by the Board suspending contracts based on the recommendations of the Superintendent following the committee's recommendations. The recommendation shall give preference to unit members on continuing contracts, then in the following order in accordance with the terms and conditions of HB 153.
 - a. Licensure/Certification within the affected teaching field.
 - b. Comparable Evaluation (based on three (3) consistent years of evaluation instruments.
 - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
 - d. When the affected licensure/certification teaching field(s) contains only limited contract teachers, steps 1-3 above will be followed using the Summative Evaluation or the Evaluation with the highest ratings.
- 5. Seniority shall be defined as the total number of years in continuous employment in Lake Local Schools, starting with the date the Board acted to employ the teacher. Continuous employment shall include all time on sick leave, absence, all time on Board approved leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension if the teacher is reinstated. If two or more individuals have equal seniority as defined herein, the individual to be laid off will be determined by the Superintendent or designee.
- 6. Seniority shall be system-wide, (rather than building) and shall be determined by placing all certificated/licensed staff members on seniority lists within their areas of certification. A list shall be prepared and kept updated ranking all tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignment; then all non-tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignment. Said seniority list, if requested, shall be made available to the Association President by November 1 of each school year. Seniority shall be lost when a teacher resigns, retires, is non-renewed or terminated.
- 7. A teacher on a continuing contract who has their position reduced in force may displace the least senior teacher in the area or areas for which they are certified/licensed, but only if permitted based on their evaluation(s) as determined by the Superintendent.
- 8. Teachers on the RIF list shall be returned to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they are or have become certificated/licensed before any permanent teacher or substitute is hired. The Board shall recall the teacher to active employment status by giving

written notice to the teacher, said written notice being sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change of address

B. Recall/Restoration

- 1. Teachers whose contracts have been suspended will remain on a recall list for two (2) years from the effective date of the RIF for teachers who have accumulated less than ten (10) years service with the District and for three (3) years for teachers who have accumulated ten (10) or more years of service with the District prior to lay off, unless he/she:
 - a. Waives, in writing, recall rights
 - b. Resigns
 - c. Fails to accept a position offered for which they are qualified and certificated/licensed.
 - d. Fails to respond, in writing, within ten (10) days after receiving notice of recall by certified or registered mail.
 - e. Accepts a contract with another school.
 - f. Accepts severance pay
- 2. All accumulated benefits contained in the agreement in effect at the time of recall will be restored upon return to active employment in the District. The teacher will not receive increment credits, however, for time spent on suspended contract status.

<u>ARTICLE VI – LEAVES</u>

A. <u>Assault Leave</u>

An employee who is absent due to a disability resulting from an attack upon said employee which assault occurs on Board premises or while in attendance at an official school function and in the course of said employee's employment shall, subject to the approval of the Superintendent, or his/her designee, be granted up to twenty (20) working days assault leave and/or reimbursement for costs incurred repairing or replacing personal property damaged or destroyed as reported at the time of the incident. During such assault leave, said employee shall be maintained on a full-time basis. Prior to reimbursement by the Board, all avenues of insurance (both attacker's and victim's) will be pursued.

Assault leave may be granted under this policy unless the employee in question: (1) has a signed, written statement justifying the granting and use of assault leave. Said statement shall be upon Board provided forms; (2) provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment. Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the employee.

Any teacher receiving assault leave days shall file a complaint with the appropriate law enforcement agency against the assailant and cooperate in the full prosecution of said individual. The Lake Board of Education will also file similar charges against the assailant and will take appropriate action to prevent a recurrence.

Falsification in either the written, signed statement of the events or circumstances surrounding the assault, or the physician's statement shall be grounds for consideration of suspension or termination of employment.

B. <u>Family Leave</u>

- 1. Maternity/Paternity Leaves Teachers may take maternity/paternity leave without pay for up to twelve (12) months. A second year may be granted upon request. If more than thirty (30) days are requested, return must be at the beginning of a nine (9) week grading period unless waived by the Superintendent. Leave under this provision shall be granted to teachers adopting a child less than two (2) years of age.
- 2. The Board shall grant a maximum of thirty (30) days of accumulated sick leave during the prenatal and/or postnatal periods of a pregnancy, unless an extension is granted by the Superintendent. In the case of a cesarean delivery, leave may be extended to forty (40) days, unless an extension is granted by the Superintendent. Each teacher will furnish to the Board her doctor's recommendation(s) or orders.

C. Family and Medical Leave Act (FMLA) Leave

If an employee takes leave under this Article for a reason covered by the Family and Medical Leave Act (FMLA), the leave shall be administered under the provisions of the FMLA. An employee who fraudulently obtains FMLA leave from the Board is not protected by the law's job restoration or maintenance of health benefits provisions. The Board shall comply with and implement the terms and conditions of the FMLA pursuant to adopted Board policy and the implementing regulations of the FMLA.

D. Jury Duty

In the event that a teacher is requested to perform jury duty according to O.R.C. 3313.211 he/she shall receive his/her regular salary less his/her salary received as a member of the jury. Upon return from jury duty service, the teacher must present evidence of any compensation received from the court for such appearance and either remit the same to the Board or have such amount deducted from the teacher's next pay. There shall be no loss of accumulated sick leave.

E. Military Leave

Military leave will be granted in accordance with the requirements of state law O.R.C. 3319.14. Whenever a teacher who is a member of the National Guard, Air National Guard, Naval Reserve, Air Force Reserve, Army Reserve, Marine Reserve or other reserve

components are called to active duty or active training, involuntarily, during his/her contractual year, he/she shall be entitled to a leave of absence.

F. One/Two Year Leave

Upon the written request of a teacher, the Board of Education may grant an unpaid leave of absence for a period of not more than two (2) consecutive years for educational or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. Where illness or other disability is the reason for the request, the teacher must provide medical documentation in support of the leave. Upon the return to service of a teacher at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior to such leave.

A request for leave of absence shall state the termination date of said leave. No teacher shall return to service prior to the termination date without the approval of the Superintendent. Failure to state the termination date shall be deemed a termination date at the beginning of the next school year. Any teacher who does not return to service at the stated termination date shall be deemed to have abandoned his/her rights and privileges to employment.

A teacher on leave of absence shall notify the Superintendent of his/her desire to return to work by March 15 in the year in which the leave is in effect. If the termination date of the leave is in the middle of a school year, the teacher shall notify the Superintendent of his/her desire to return to work within thirty (30) days prior to the end of the leave. These timelines may be waived by mutual consent of both parties.

Teachers returning from approved leaves of absence may be assigned to the same position, if available, or to one that is similar and for which he/she is certified.

G. Personal Leave

At the beginning of each school year, each certificated/licensed employee shall be credited with three (3) unrestricted personal leave days. Those certificated/licensed employees who are hired during the school year will receive a lesser number of days prorated to the nearest one-half day. Unused personal leave shall not accumulate from one year to another.

A certificated/licensed employee planning to take a personal leave day shall notify his/her Principal on the proper form. Notification shall be made at least three (3) days in advance except in the case of emergency. The request for personal leave shall be forwarded to the Office of the Superintendent for approval after it has been approved by the Principal.

The only restrictions on the use of these days are as follows:

1. The day(s) may not be used in conjunction with any holidays/vacation days, with the exception of the Martin Luther King, Columbus Day and Presidents' Day weekends. On those three weekends, the days will be restricted in that no more

than five (5) Association members per building may take a personal day simultaneously in conjunction with the three named holiday weekends.

- 2. The day(s) may not be used the first five (5) nor the last five (5) working days of the Board-adopted calendar unless waived by the Superintendent. The day(s) may not be used on district wide full in-service days unless waived by the Superintendent.
- 3. Each individual is responsible for keeping track of the number of days used. Overuse will result in appropriate corresponding deductions in pay.
- 4. Leaves must be taken in a minimum of one-half (1/2) day increments.
- 5. The leave can only be taken if a substitute can be obtained, with priority given to these requests in the order they are submitted into the district electronic leave system.

An employee still employed in the district on May 31 will receive One Hundred Fifty Dollars (\$150.00) for each personal leave day not used. Payment for these days will be made in the last pay period of June.

H. Professional Meetings Leave

Teachers may be granted leave for attendance at professional meetings on approval of the Board designee. The meeting should relate to the subject area or extra duty assignment of the teacher and will be evaluated.

Requests for attendance at professional meetings shall be made fifteen (15) days prior to the regular meeting of the Board. Applications will be submitted to and reviewed by the Superintendent for approval. The fifteen (15) day limit may be waived by the Superintendent. Teachers whose request has been denied shall be notified immediately.

A leave of absence for attendance at the meeting will be granted without loss of pay if on a school day. The Board will provide conference registration, transportation expenses, room and Board and will provide a substitute. Teacher will provide the Board with paid receipts. Any payments made by the district for workshop registration, fees, or professional credits will be deducted from any tuition reimbursement available in Article XIII A.

The employee must submit a written report to his/her building principal within five (5) school days of returning from professional leave. The employee shall attach a copy of the agenda to the written report. Payment of receipts will be completed after submission of the report. Failure to comply will result in no reimbursement.

I. Sabbatical Leave

A sabbatical leave without pay may be granted according to O.R.C. 3319.131 to professional personnel who have completed five (5) years of service in the school system,

and such leave shall be for the purpose of professional growth which will eventuate in improved educational services to the children of Lake Local Schools. Such improvement is usually achieved by formal study, research, writing and/or travel which is related to the teaching area.

The returning teacher shall be given an increment on the salary schedule for the time he/she was on leave, if he/she meets the requirements established by the Board.

J. Sick Leave

A certificated/licensed employee may use sick leave, as listed below, for absence due to personal illness, injury, pregnancy, or exposure to contagious disease which could be communicated to others. Sick leave may also be used for absence due to illness or injury of the employee's family members or deaths as listed below. Falsification of the sick leave statement shall be grounds for disciplinary action, including loss of pay and/or dismissal.

All accumulations of unused sick leave credits accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this plan. Accrued credits shall be allowed to employees transferring their employment from other boards of education or other political subdivisions in Ohio, provided said credits have been computed under the minimum requirements of the laws of the State of Ohio.

All certificated/licensed professional teachers new to the profession in the Lake Local School system shall be granted five (5) sick days as of the first official day of the school year. These five days are construed as being concurrent with, but not in addition to, the 1-1/4 days of sick leave (15 days per year) which shall be credited to the sick leave account of the employee. The maximum number of days so accumulated shall be three hundred (300) effective September 1, 2016. Written reasons for use of sick leave will be given by the employee.

The same monthly accrual for 1-1/4 days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.

Sick leave shall be allowed teachers for periods not to exceed their accumulated sick leave account but with the maximum limitations stipulated for the following causes:

- 1. Illness for the duration of the illness.
- 2. Injury for the duration of the injury.
- 3. Exposure to contagious disease until quarantine is lifted.
- 4. Death of father-in-law or mother-in-law five (5) days for such death. In case of multiple deaths of mother-in-law or father-in-law, teachers will be allowed ten (10) days maximum.

- 5. Death of an aunt, uncle, grandparent, step-parent and other in-law, close friend, or distant relative two (2) days per each death.
- 6. Serious illness or other serious emergency to the employee's spouse or child for duration of illness or emergency as provided by state law O.R.C. 3319.141. In the event emergency conditions arise, an extension of the family illness leave without pay shall be granted provided that in all cases of extension an application will be submitted.
- 7. A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's family.
- 8. Serious illness of brother, sister, parents, grandparents, grandchild, and in-law, a maximum of five (5) days per occurrence.
- 9. If the Superintendent suspects a pattern of abuse or falsification of sick leave, the Superintendent may require medical documentation for all future sick leave.
- 10. Additional leave may be granted by the Superintendent for any of the above situations.

K. Bereavement Leave

A certified/licensed employee may receive a bereavement leave upon the death of family members as listed below:

- 1. Death of a natural father, mother, brother, sister, spouse, children, grandchildren, or relative who lives continuously with the employee five (5) days for such death. In case of multiple deaths or spouse and children, the teacher will be allowed ten (10) days maximum. Bereavement needs longer than 10 days would be requested according to FMLA policies. Bereavement Leave may also be granted at the discretion of the Superintendent upon request. When bereavement leave is unavailable, employees may still use sick days or personal days pursuant to the language in sections G and J of this article (VI).
- 2. Bereavement leave will not count against the accumulation of sick days, and will not count against accumulated sick leave if verification is provided to the Board office.

L. Association Leave

Those employees who are elected as officers, appointed as committee members, or elected as delegates to meetings of the Ohio Education Association and/or the National Education Association, shall be permitted to attend official meetings and those bodies which are required of them in their elected or appointed positions, without loss of pay.

The union shall be granted up to four (4) paid days per officer or delegate per year for Union activities. Such leave may be used in one-half day or full day increments.

M. Falsification of Leave

Falsification of any leave is grounds for discipline up to and including termination of employment.

ARTICLE VII – SICK LEAVE POOL

- A. A sick leave pool shall be established to provide sick leave benefits to a bargaining unit member who has exhausted all in his/her accumulated sick leave due to a catastrophic injury or catastrophic illness. All bargaining unit members may draw upon the sick leave pool to a maximum of sixty (60) days per occurrence or to the end of the school year, whichever is less.
- B. Application to draw days from this pool must be recommended by the Executive Committee on the appropriate form to the Superintendent. The Superintendent may grant up to the maximum number of sixty (60) sick leave days. All accumulated sick leave and personal days during the time of the sick leave shall be exhausted before days from the pool may be used. If an employee is granted sick pool days and does not use all of them, they will be returned to the pool.
 - C. The Association shall send a written notice to the Treasurer that details the number of sick leave days to be deducted from each bargaining unit member which shall also include a signed statement from each member authorizing the Treasurer to transfer the days.
- D. Once the total accumulation in the pool drops below one hundred (100) days, the Association shall solicit additional days from the certificated/licensed staff members in the District.
- E. In no case shall this plan prevent or prolong a unit member from applying for and going on disability retirement.
- F. Any misuse of this leave may result in disciplinary action.

DONATION TO SICK LEAVE POOL

I, to the Lake Local Sick Leave Poo	c	lonate	sick leave days
to the Lake Local Sick Leave Poo	ol.		
Signature	Date		_
<u>APPLICAT</u>	TION TO USE SICK LE	AVE PO	<u>OOL</u>
I	ill be deducted before days fro	for y sick leav om the poo	days of sick leave ye, that will continue to l will be used. Doctor's
	Employee's Signature and	l Date	
Doctor's name and address			
This has been approved by the A Superintendent.	Association Executive Comm	nittee and	is recommended to the
	Association President's Si	gnature ar	nd Date

<u>ARTICLE VIII – FAIR PRACT</u>ICE PROCEDURE

A. Purpose

The primary purpose is to secure at the lowest level possible and in the shortest period of time equitable solutions to problems of parties involved with no reprisals of any kind against any employee initiating or participating in the procedures.

B. Definitions

- 1. Grievance A claim by a certificated/licensed person that he/she has been adversely affected by an alleged violation, misinterpretation or misapplication of the terms and conditions of the Master Contract, established Board policy and/or his/her individual contract.
- 2. Days Number of days shall mean "actual teacher work days during the school year and Monday through Friday, excluding holidays, during the summer." All grievance processing and investigating activities, including arbitration, shall be conducted outside of the instructional day. Time limits may be extended by mutual written agreement of the parties involved.
- 3. Group Grievance A group grievance may be filed by the Association when five (5) or more employees or the majority of the members of a department, building or grade level are adversely affected by the identical grievance. Group grievances must be signed by all employees affected. Group grievance shall have arisen out of identical circumstances affecting each member of said group.

C. <u>Level One</u>

Within ten (10) working days of the occurrence of the act or condition giving rise to a grievance, an employee having a grievance shall first discuss it with his/her immediate supervisor. If the grievance is not discussed with the immediate supervisor within ten (10) working days, it shall no longer exist. Prompt and fair handling of a grievance is important to both good morale and effective school administration. Both parties should make a sincere and determined effort to resolve the grievance at this level. If the grievance stems from a decision made by the Superintendent, the grievant may skip to Level Three after engaging in discussion with the Superintendent.

D. Level Two

If the discussion does not resolve the grievance to the satisfaction of the employee, the employee shall have the right to lodge a written grievance with the building principal. If such grievance is not lodged within five (5) days following the discussion in Level One, it shall no longer exist. The grievance shall be on a form approved by the Board of Education.

A copy of the grievance shall be filed with the Superintendent. The principal shall hold a hearing within five (5) working days after the receipt of the grievance. The employee shall have the right to be represented at such a hearing by a representative of his/her local employee organization. The building principal shall take action on the written grievance within five (5) working 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 employee, his/her representative, and the Superintendent.

E. Level Three

If the action taken by the building principal does not resolve the grievance to the satisfaction of the employee, the employee may appeal in writing to the Superintendent. Failure to file such an appeal within five (5) working days from receipt of the written report of actions taken by the principal shall be deemed a waiver of the right to appeal. A hearing shall be conducted by the Superintendent within five (5) working days after receipt of the request. The aggrieved employee shall have the right to be represented at such hearing by a representative of his/her local employee organization or counsel of his/her choice.

The Superintendent shall take action on the appeal of the grievance within five (5) Superintendent working days (in the office) after the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, his/her representative, and the building principal. Failure of the Superintendent to respond in the time limits stated shall mean the relief sought shall be implemented.

F. Level Four

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Board of Education. Failure to file such an appeal within five (5) working days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal. A hearing shall be conducted within ten (10) days by the Board of Education in Executive Session with the employee, a representative of his/her choice, the principal and Superintendent. Within ten (10) working days after the conclusion of the above mentioned hearing the Board shall respond in writing, informing the grievant of their decision.

The decision of the Board of Education shall be final. Should the grievant not be satisfied with the decision of the Board of Education, the grievant may file legal action or arbitration.

G. Level Five – Arbitration

Within five (5) working days from receipt of the Board's written response, the grievant shall make written notification to the Board and the Association that the grievance will be submitted to arbitration.

Within five (5) days, the arbitrator shall be selected by the Association and the Superintendent.

If the Association and the Superintendent cannot agree on an arbitrator, the arbitrator shall be selected from the American Arbitration Association according to its voluntary rules and regulations.

The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial decision on the grievance as stated.

The arbitrator shall have no power to alter, add to, or subtract from the terms of the Master Contract, public law, and statutes and shall be prohibited from making any decision contrary to law.

The decision of the arbitrator shall be made in writing to the aggrieved and the Board, and shall be binding on all parties.

Cost of the arbitrator shall be shared equally by the aggrieved and the Board.

LAKE LOCAL SCHOOLS

FAIR PRACTICE PROCEDURE

		Grievance N	0
	ne of Grievant		
Date		Building	
LEV	EL TWO		
A.	Date of Grievance		
В.	Statement of Grievance		
C.	Relief Sought		
		Grievant	Date
D.	Disposition by Principal		
		Principal	Date

1 copy each to: Grievant, Representative and Superintendent

LAKE LOCAL SCHOOLS

FAIR PRACTICE PROCEDURE

			nce No
Name of Grievant			
	udre		
A.	Position Position	of	Grievant –
		Grievant	Date
В.	Disposition	by	Superintendent
		Superintendent	Date

1 copy each to: Principal, Grievant and Representative

LAKE LOCAL SCHOOLS

FAIR PRACTICE PROCEDURE

			ee No
ne of Grievant			
		Building	
EL FO	<u>our</u>		
A.	Position	of	Grievan
		Grievant	Date
В.	Disposition	by	Superintenden
		Treasurer	Date
			Response

1 copy each to: Principal, Grievant, Superintendent and Representative

ARTICLE IX - EMPLOYEE RIGHTS

A. Discipline Procedure

1. The principles of progressive discipline shall apply to all disciplinary action.

The purpose of progressive discipline is to give the teacher an opportunity to improve his/her performance or behavior before further discipline is administered. Except in serious cases, progressive discipline gives an employee opportunities to correct behavior.

2. There shall be no discipline of a bargaining unit member without just cause.

Just cause provides for less serious misconduct to be administered in a progressive manner designed to correct behavior. Relatively minor teacher violations must be dealt with by imposing sequentially more severe penalties for each offense using the sequence of a verbal warning, written notices, suspension(s) without pay and then termination.

- 3. A reprimand is a verbal or written statement by an administrator of a teacher regarding his/her professional performance. The administrator shall issue such reprimands in accordance with the following:
 - a) A bargaining unit member who has engaged in misconduct will initially be given a verbal warning. The warning will be documented in a memorandum outlining the concerns which were verbally expressed to the teacher. The memorandum will be placed in the teacher's personnel file unless the teacher engages in further misconduct within a period of three (3) years (specified period) from the date of the verbal warning and can be removed at the request of the teacher if no further violations occur during those three (3) years.
 - b) If the bargaining unit member was given a verbal notice and engages in further misconduct, the teacher will be given a written notice which will be placed in his/her personnel file. The teacher will be informed that if there are repeated violations during this specified period, the teacher will be issued additional written notices, which will result in disciplinary action and/or termination.
 - c) If the bargaining unit member again engages in misconduct within the specified period, he/she will be issued another written notice and suspended without pay from employment for a period of time in accordance with the provisions of this article. The written notice will clearly specify that further misconduct will result in additional days of suspension without pay and/or possible recommendation for termination.
 - d) No bargaining unit member shall receive a formal verbal reprimand in the presence of any other bargaining unit members, students, parents of students, or any non-certified employee.

- 4. It is understood that certain matters for which discipline is deemed necessary may require immediate action by the administrator. Such action is not precluded in this section.
 - a) Serious offenses such as, but not limited to, stealing, assault, and repeated insubordination, usually justify termination without prior warnings or corrective discipline.
 - b) Less serious offenses of board rules or of proper conduct such as, but not limited to, tardiness and absence without permission, initially call for milder penalties for correction with continued violations leading to more severe disciplinary action and/or termination.
- 5. The appropriate administrator shall send the teacher and principal a copy of any reprimand at the time it is placed in his/her file. The teacher has a right to meet with the administrator issuing the reprimand within one week of receipt of the copy to discuss the reasons for its issuance. The teacher may be accompanied at the meeting by someone of his/her choice, which may include a representative of the Association.
- 6. The Superintendent may place a teacher on suspension without pay for only up to three (3) days for the first offense and only up to ten (10) days for the second offense in the same school year. The Superintendent may place a teacher on suspension with pay for up to 10 days. An employee can only be suspended for just cause. Any such suspension must be accompanied by written notice served upon the employee by certified mail. Also in the presence of a witness, the written notice of suspension can be personally delivered to the employee. If the Board of Education determines to consider termination proceedings with or without continued suspension or determines to place the teacher on an unrequested leave of absence, then it must proceed in accordance with ORC 3319.16 and 3319.13 respectively. If a suspension is a part of the termination process, the suspension may only be challenged under the termination proceeding and not the grievance procedure.
- 7. Except as provided in 6. above, a teacher may challenge the discipline procedure through the grievance procedure only. This does not limit a bargaining unit member from taking legal action through the courts or other legal authority to challenge actions which may be illegal.

B. Complaints

- 1. If a third-party letter or complaint, including a parental complaint, is placed in the teacher's personnel file, a copy of the document shall be sent to the teacher.
- 2. The teacher has the right to meet with the administrator who received the letter or complaint within one week of the teacher's receipt of a copy of it to discuss the matter. The teacher may be accompanied at the meeting by someone of his/her choice, which may include a representative of the Association.
- 3. The teacher may attach a statement to the letter or complaint in accordance.

ARTICLE X – CO-CURRICULAR COMMITTEE

The membership of the Co-curricular Committee shall be composed of two (2) members of the Board of Education, the Superintendent of Schools, or designee, three (3) Administrators, and seven (7) Teachers (chosen by the Executive Committee of the Association).

The Committee will meet at least annually. The Association will be able to call a meeting of the Committee if the request is submitted to the Superintendent by January 31. It will be chaired by the Superintendent or designee.

The Committee cannot conduct a meeting/business unless a quorum of more than fifty (50) percent of the membership is present and at least one member from Administration, the Board, and the Teaching Staff is in attendance. When items are to be added/changed/deleted a vote will be taken. A majority of more than fifty (50) percent of the voting members present is needed for passage of any item.

The Committee is delegated the responsibility of recommending to the Board the creation of new supplemental positions and assigning the newly created supplemental position an index value, adjustments in the index values of current supplemental positions, and deleting supplemental positions from the Master Agreement as the need arises. The Committee is delegated no other responsibility other than making the recommendations set forth in this paragraph.

Recommendations made by the Committee pursuant to the preceding paragraph will be forwarded to the President of the Board, and the President of Association. These recommendations are to be considered and accepted, rejected, or modified by the Board at its next regularly scheduled Board of Education meeting.

Efforts shall be made to fill co-curricular positions with certificated/licensed staff members first if the Board chooses not to renew the contract of a non-certificated/licensed staff member who previously held such position in accordance with Ohio law.

Job descriptions for all positions on the Co-curricular Salary Schedule will be published by the Board of Education and distributed to the applicant/employee upon request.

<u>ARTICLE XI – EMPLOYMENT OF RETIREES</u>

Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this agreement, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

The Board is under no obligation to consider for employment any Retiree and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the Lake Local Schools.

A Retiree shall be paid at the Bachelor's degree Step 5 salary level regardless of training and years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.

Unless a higher rate of pay is agreed to by the Board and Retiree, the Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. 3319.11 and 3319.111.

A Retiree shall accumulate and may use sick leave in accordance with the Negotiated Agreement, but shall not be entitled to severance pay under the Negotiated Agreement or under law upon conclusion of employment as a Retiree.

Retirees rehired by the District will be eligible for single or family coverage. The Board will pay fifty percent (50%) of the premium cost and the member will pay fifty percent (50%) of the premium cost of the insurance coverage.

A Retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under the Negotiated Agreement or under O.R.C. 3319.17.

A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This supersedes O.R.C. 3313.53.

The Board and the Association expressly intend that this agreement supersedes any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay.

ARTICLE XII- INSURANCE

A. Medical Coverage

- 1. The Board will provide partially paid, hospitalization-surgical-major medical and prescription coverage for all certificated/licensed employees who request said coverage. To be eligible, all certificated/licensed employees must initially sign the application request form. Dependent coverage can remain in force through December 31st of the year the dependent reaches the age of 26.
 - a. All certificated/licensed employees will be offered a PPO plan or a High Deductible plan with a Health Savings Account.

Premiums for all employees enrolled in the PPO plan for family coverage or individual coverage shall be on a shared basis with the employee contribution being 15% per month for premiums in the 2022-23 school year, 15.75% in the 2023-24 school year and 16.5% in the 2024-25 school year. If the current PPO plan is discontinued or modified during the period of the contract, negotiations for insurance will reopen for just this article. Employee contribution for a High Deductible plan will be 5% per month for premiums for the duration of this contract. The Board shall pay the remaining percentage of the premium. Any increases to either of these premiums will take effect in July of each school year.

Employees who choose the High Deductible plan with a Health Savings Account will receive a Board of Education contribution to their Health Savings Account of \$3750 for a family plan or \$1875 for a single plan in 2022-23 or their first year of employment, and \$1500 for a family plan or \$1000 for a single plan in any succeeding years. This is payable in full at the first pay of July.

The regular open enrollment will continue to be each September with coverage effective October 1. A change in family status or loss of other insurance coverage will permit the employee to obtain coverage at any time.

Initial coverage begins on the first day of service and terminates on the last day of service which is determined for this purpose to be:

- 1) August 31 for a non-renewal or non-retirement resignation effective between June 1 and August 3, and for any reduction in force that happens after the beginning of the second semester of the school year.
- 2) Date of retirement
- 3) In all other cases the last day of the month of the last day of service.

- b. A Section 125 plan to enable employees to pay for their premium contribution with pre-tax dollars (Plan A) shall be continued.
- c. A flexible spending account (Plan B) of one hundred fifty dollars (\$150.00) per year, payable by the Board of Education shall be continued for all employees. This benefit may be taken as cash.
- d. The Association shall permit the District to forward the employee's name and any additional information to the administrators to satisfy the requirements for no service fee.

2. The health insurance will include the following:

All current coverage details including network and non-network deductibles, coinsurances, out-of-pocket maximums, physician visits, and prescription coinsurances are contained in the Statement of Benefits found on the Lake Local Schools website or the Medical Mutual website (Medicalmutual.com). Specific questions should be directed to Medical Mutual customer service (1 - 800 - 382 - 5729).

- 3. Individuals on any approved leave may continue their hospitalization and other group benefits for the duration of said leave providing they reimburse the Board for premium costs at the group rate. Failure to forward premiums at stipulated times will terminate this benefit.
- 4. An employee who, because of the above eligibility provisions, does not receive Board provided single or family medical coverage or who declines single or family medical insurance through a written waiver shall be entitled to receive one thousand dollars (\$1,000.00) per fiscal year. This payment will be made annually by August 31 the year following such waiver or determination of ineligibility. Employees electing to waive this insurance coverage from the Board agree to remain out of the Board's insurance plan for the duration of this agreement. An employee who waives insurance coverage during the fiscal year shall receive a prorated share of the one thousand dollars (\$1,000.00) payment. If an employee is ineligible for coverage from the Board because of other single or family coverage, and subsequently loses such other insurance coverage, then he/she can apply to re-enroll in the Board's plan following loss of coverage and written notification to the Board. The employee shall receive a prorated share of the payment referred to above.

5. Employees with Working Spouses

If a dependent spouse is eligible for coverage under an employer-sponsored plan at the spouse's place of employment, this plan will assume the spouse's participation in that plan and pay secondary to that plan of benefits, regardless of whether or not the spouse elected to participate in that plan, except:

a. If the spouse had declined coverage under the spouse's employer-sponsored plan prior to (date of implementation) and has a delay in enrollment due to

an open enrollment provision, this plan will then consider any charges incurred according to the terms of this plan, but only until the open enrollment period or (date of implementation), whichever occurs first; or

- b. If the spouse's employer-sponsored plan does not cover certain charges or if the charges are declined due to a pre-existing condition, then this plan will consider those charges according to the terms of the plan, or until the pre-existing condition limitation expires.
- c. Administration will require all employees to complete a Spousal Certification form documenting spousal employer insurance eligibility on an annual basis.
- d. The employee and the employee's spouse are exempt from this provision if the employee or spouse is required to contribute more than \$100 per month towards the cost of the premium for the spouse's employer's plan.

B. Dental Coverage

There will be a five dollar (\$5.00) cost to the employee for single coverage. The cost to the employee for family coverage will be 15% per month for dental premiums in the 2022-23 school year, 15.75% in the 2023-24 school year and 16.5% in the 2024-25 school year. Premium payments will not exceed \$200 annually. Dental plan details can be found in the Statement of Benefits found on the Lake Local Schools website or the Medical Mutual website (Medicalmutual.com). Specific questions should be directed to Medical Mutual customer service (1 - 800 - 382 - 5729).

C. <u>Vision Coverage</u>

The Board will offer vision insurance to all employees. There will be a five dollar (\$5.00) cost to the employee for single coverage. The cost to the employee for family coverage will be ten dollars (\$10.00) per month. An open enrollment period will be held during the month of September with coverage effective October 1. Requests for such changes shall be submitted in writing to the Treasurer by September 30. No changes will be accepted at any other time.

Deductible and conditions

\$5.00 per exam - 1 examination every year

10.00 materials – 1 set of lens and frames every twelve (12) months

Co-payments and conditions:

One examination and one set of lenses and frames every twelve (12) months.

D. Life Insurance

The Board will purchase a fifty thousand dollar (\$50,000) group term life insurance policy covering each certificated/licensed employee.

ARTICLE XIII- GENERAL

A. Tuition Reimbursement

Financial reimbursement is available to individuals who receive training or coursework related to their professional development. To be considered for tuition reimbursement, individuals must receive prior approval from the Lake Local Schools Professional Development Committee (LLSPDC). Individuals must also submit to the LLSPDC receipts of payment and proof of course completion with a minimum grade of "C" and/or "pass" on a pass/fail grade scale. Tuition reimbursement will not exceed \$1500 per person per year. Association members are limited to two (2) payouts or checks per year.

B. <u>College Credit Specialized Training</u>

Credit for additional hours of workshops and/or other specialized training courses which do not carry college credits shall be allowed for movement on the salary schedule upon approval by the Superintendent prior to attendance at the same. The number of credit hours granted shall be determined by converting contact hours to semester hours on a ratio of thirty (30) contact hours to one (1) semester hour of credit to be used for movement on the salary schedule. Credit hours may be converted and accumulated on a fractional basis, but shall not be allowed for less than one-thirtieth (1/30) of a semester hour. No more than six (6) semester hours in a two-year period will be credited.

C. Direct Deposit

All certificated/licensed employees will be on direct deposit. Participants in direct deposit will receive an earnings and deductions statement each pay date.

All pay for certificated/licensed employees will be deposited directly into the bank(s) selected by the employee.

D. Fair Share Fee

Effective August 1, 1986, the Lake Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the United Teaching Profession from the pay of all bargaining unit members who elect not to become members of the United Teaching Profession, (NEA, OEA, NWOEA, LEA) or who elect not to remain members.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction.

Dues rates and Fair Share Fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

Upon timely demand, non-members may appeal to the Association the payment of the Fair Share Fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

Implementation of this Fair Share Fee provision shall begin in the first paycheck received after January 15 by bargaining unit members who have elected not to be members of the Association; the Association agrees to notify all such non-members of their right to become members of the Association during the month of September.

Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the United Teaching Profession, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

The above Fair Share Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

The Association shall indemnify and save the Board harmless against any liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Fair Share provision. In the event that the Board is held to be responsible for the repayment of monies paid to the Association pursuant to this Fair Share provision, the Association shall reimburse to the Board, or designated employee, the amount of monies actually received by the Association from the Board and/or the designated employee involved.

E. Filing and Maintaining Certificates/Licenses

It is each bargaining unit member's responsibility to have the proper certification/licensure on file with the Treasurer for the Board upon receipt of such certificate/license issued by the Ohio Department of Education or at such other times as may be required by the terms of the Agreement, in order to be considered for proper contract status.

It shall be the responsibility of each bargaining unit member to apply and qualify for the renewal of any certificate/license and to verify this action prior to the first day of the new contract year, following the date of certificate/license expiration. If the certificate/license is not received by the first day of the new contract year, then wages will be withheld for up to sixty (60) calendar days, awaiting receipt of a new certificate/license. If no certificate/license is received within the sixty (60) calendar day waiting period and verification by the Ohio Department of Education of the bargaining unit member's application cannot be made, then the bargaining unit member's contract will terminate upon the sixtieth (60^{th}) day.

Any bargaining unit member holding a temporary teaching certificate/license shall be given three (3) contract years to complete the requirements for proper certification/licensure. If proper certification/licensure is not attained, then the bargaining unit member shall be non-renewed for failure to obtain proper certification/licensure. The non-renewal will not take place until the regular April Board of Education meeting. In the event requirements are completed subsequent to the non-renewal and the person is rehired for the next school year, then salary and seniority status shall not be interrupted.

F. National Board Certification

A teacher who receives or holds a valid National Board Certification will receive a five hundred dollar (\$500.00) stipend in each year the certification is valid and the teacher is actively teaching in the area of certification.

G. <u>Building Leadership Teams Stipend Process</u>

1. Building Principals will post a sign-up sheet for leadership spots for each Building Leadership Team ("BLT") in their respective buildings for at least five (5) school days. Building Leadership Teams will be chosen by the Association members in each building by a majority vote of the members of that building. In the event that Association membership fails to elect the designated number of representatives to the BLT, building principals may select members until the vacancies are all filled.

2. There will be the following number of positions per BLT:

Lake Elementary - 8 leadership positions (minimum of 1 representative from each grade level)

Lake Middle School - 6 leadership positions

Lake High School - 8 leadership positions (minimum of 1 representative from each department and 1 eighth grade teacher)

- 3. Stipend amount will be Five Hundred Dollars (\$500.00) per Association member, and will be paid in the month of May of the current school year. This stipend will also be given to teachers asked to serve on the District Leadership Team.
- 4. BLT members can expect to meet at least once a month as a Building Leadership Team, and take on necessary roles as a leader of school improvement for their respective building, including, but not limited to:
- 1. Determination of what student growth measures will be used for the purpose of teacher evaluations.
- 2. Making suggestions to the administration regarding professional development needs.
- 3. Suggesting individuals, including those who are employed by Lake Local Schools, who would be able to lead the professional development activities.
- 5. Building Principals are responsible for keeping accurate attendance for the BLT team members.
- 6. In addition to those on the Building Leadership Teams, all Association members will be given the opportunity to provide input on matters that affect the curriculum and instruction that will be used in their individual classrooms, including, but not limited to what textbooks and supplementary materials to use.

H. Extra Curricular Support

- 1. Members will be granted "Extra Curricular" passes for home events including, but not limited to, sporting events, drama, music, etc.
- 2. The passes will be valid for the member and a guest.

I. <u>District Report Card Bonus</u>

All district indicators will be assigned a point value, which corresponds to the district grading scale, and that point value will be averaged as a standard grade point average. If the average is equivalent to a 3.0 or greater, the teachers will receive a \$1000 bonus. If the average is a 3.70 or greater, the teachers will receive a \$1500 bonus. The Board of Education has authority to increase a bonus if they feel the circumstances warrant such a change.

This bonus is to be paid to current employees of the district who were employed in the district the year the bonus was earned. Association members hired the year it was paid, but who did not work in the district the year it was earned, and recent retirees are not eligible for the bonus. The bonus must be paid no later than 30 days after the report card release.

J. In-Service Day

Teacher in-service day and one/two hour delays for professional development planned and the teachers notified no less than thirty (30) days in advance as to the purpose

and expectations by the chairperson of the District Leadership Team (DLT).

K. Fingerprinting

The Board shall pay employee costs for performing Fingerprinting and State Bureau of Criminal Identification and Investigation (BCI&I) Background Checks conducted by the District once every five (5) years for those bargaining unit members who have five or more years of experience in the District. If a bargaining unit member resigns from the District within twelve (12) months of the District paying this cost, the bargaining unit member must reimburse the District for the cost.

L. <u>Professional Development</u>

A professional development committee will be formed jointly with the administration to establish quality professional development that is relevant to the district. The committee will consist of two (2) members from the Association and two (2) members from the administration. If professional development topics cannot be mutually agreed to, each group may have equal time for the topic(s) that they support. On Professional Development days, the bargaining unit members shall be expected to be in their assigned building(s) the same length of time as any other work day. The Association will have input on what is presented to staff on the inservice day prior to the opening of school. If an Association member is asked to present on any of these days, they will be compensated for prep time at \$25 per hour, not to exceed \$100 per presentation.

ARTICLE XIV-PAYROLL DEDUCTION

A. <u>Dues</u>

The Board will withhold pay, upon authorization of the individual teacher, for membership dues of the Association (including the OEA, and the NEA). Such sum shall be deducted as dues from the regular salaries over pay periods (October – June) of all members as authorized. All monies deducted for such purposes shall be transmitted to the Union not more than five (5) days following the collection to an account designated by the Association. When requested, each deposit notification with a complete listing of the names of the members for which a payroll deduction was made will be made available.

Dues deductions authorization shall be irrevocable for periods of one year except that authorization may be withdrawn during the period between August 22 and September 15 each year. Requests for such withdrawal of authorization shall be submitted in writing to the school Board Treasurer by the employee. If dues deduction is not revoked during such period, it shall continue for successive periods of one year.

A member who wishes to cancel payroll deduction of dues may do so by notifying the Association President and District Treasurer in writing not less than two (2) weeks prior to the effective date of the payroll change. In the event an employee severs employment or cancels their membership outside of the cancellation period defined in this contract, the

District Treasurer shall deduct all owed and remaining dues from the employee's check immediately following such notification.

B. Annuities

The Board of Education will withhold pay, upon the authorization of individual teachers for tax sheltered annuities. Each annuity company must sign Lake's Provider Agreement. Salary Reduction Agreements must be submitted on forms provided by Lake Local Schools. Each new company must enroll a minimum of three (3) employees.

If an employee has an existing annuity and his/her annuity company refuses to sign the Provider Agreement, the employee may increase the annuity to the maximum allowed by I.R.S. regulations.

An annuity may be discontinued at any time. Severance pay does not qualify for inclusion in the annuity calculations.

<u>ARTICLE XV – SALARIES</u>

A. Salaries

The attached salary schedules will be effective July 1, 2022 through June 30, 2025. Effective at the beginning of the 2022-2023 school year, the base salary shall be Thirty-Nine Thousand, Nine Hundred Thirty Dollars (\$39.930.00). Effective at the beginning of the 2023-2024 school year, the base salary shall be Forty-One Thousand One Hundred Twenty-Four Dollars (\$41,124.00). Effective at the beginning of the 2024-2025 school year, the base salary shall be Forty-Two Thousand Three Hundred Fifty-Four Dollars (\$42,354.00). The attached salary schedule is a reflection of a 2.99% increase in the base salary for the 2022-2023 school year, a 2.99% increase in the base salary for the 2023-2024 school year and a 2.99% increase for the 2024-2025 school year. Any teacher employed by the district on July 1, 2022 will receive a one-time payment of Seven Hundred Fifty Dollars (\$750.00).

Salaries will be paid in twenty-four (24) installments. These payments shall be made on the 10th and the 25th of each month. If those dates fall on a weekend, payment will be made on the preceding Friday.

B. Co-curricular Salaries

The attached co-curricular salary schedules shall be in effect from July 1, 2022 through June 30, 2025.

The co-curricular salary schedule will be computed on the base salary of the current year's salary schedule found in SALARIES Part A and will be adjusted annually.

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July 1, 2022– June 30, 2023 - $39,930
July 1, 2023– June 30, 2024 - $41,124
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All Co-curricular positions will be paid at one hundred percent (100%) of the stated amount per position.

Any traveling within the District that is a requirement of the teacher's position will be compensated at a rate equal to the amount currently published by the IRS upon submission of the required reimbursement form. This does not include any travel between home and school.

ARTICLE XVI – SEVERANCE PAY

Severance pay shall be paid to certificated/licensed employees with ten (10) or more years of Lake Local service upon retirement or to employees terminated by reason of the expiration of the three (3) year period specified in the recall/restoration provision based upon one-fourth (1/4) of accumulated sick leave up to a maximum of three hundred (300) days effective September 1, 2016. The rate paid shall be the per diem rate of the employee's basic contract at the time of retirement. Supplemental contract wages are not included in the calculations. The payment of severance will only be made to the employee in one lump sum when satisfactory evidence of retirement with STRS has been provided. The death of an Association member while under a contract of employment with the Board shall be considered as "retirement" for severance pay purposes under this article. In this case, severance will be paid to the estate of the deceased employee. Retirement is defined as when an employee leaves the Lake Local Schools and receives all or part of his/her STRS contributions and occurs within three (3) years of his/her last date of employment with the Lake Local Schools, and is eligible for all or part of the employer's contribution.

<u>ARTICLE XVII – RETIREMENT INCENTIVE</u>

- A. Except for those teachers described in paragraph B., if a teacher elects to retire at the end of the school year in which they first reach STRS eligibility for full benefits, the teacher will receive a one-time retirement incentive payment of \$35,000.00 (Payable through a District contribution to the VOYA Employer 403(b) Accumulated Sick Pay Plan, subject to the Plan rules and IRS regulations in effect at that time.) This benefit is forfeited for those who opt to continue working beyond the school year in which they are first eligible to retire with full benefits.
- B. In the event a teacher is eligible to retire with reduced benefits from STRS a) at age 60 with 25 years of credited STRS service, or on or after August 1, 2022, but before July 1, 2023, with twenty-nine or more years of service credit at age fifty-five, or with thirty or more years of service credit at any age and has a minimum of 20 years at Lake Local Schools, or b) after July 1, 2023 with thirty or more years of service at any age, if they chose to retire, they would also be eligible for the retirement incentive payment. However, they would also be permitted to retire at any time until they reach the STRS eligibility for full benefits and receive the retirement incentive.
- C. Those employees who wish to retire and receive the retirement incentive must notify the Treasurer's office by March 1 that they will retire at the end of the school year. Teachers

may turn in their notice/intent to retire at any time during the school year. If a teacher has the desire to retire during the school year, it is further clarified, the teacher will maintain eligibility for the retirement incentive if the Superintendent approves the early departure.

It is further understood that a teacher does not have to wait until the end of a school year to retire, but is entitled to complete their school year if they so desire. If the end of the school calendar extends into June, the end of the school year will be defined as May 31 for retirees wanting to be eligible to receive their first full STRS check in June.

D. The employee will be entitled to the \$35,000.00 payment, plus sick leave severance, in accordance with rules governing the ING Employer 403(b) account within ninety (90) days of the date of retirement or the date proof of retirement is received, whichever is later. If rules governing the VOYA Employer 403(b) account do not permit the entire amount of the severance to be paid at one time, the employee shall receive the remainder of the severance pay within thirty (30) days after the beginning of the subsequent tax year.

ARTICLE XVIII – STRS

A. STRS Pick-up Utilizing the Salary Reduction Method

- 1. The Board of Education of the Lake Local School District herewith agrees with the Lake Education Association to pick-up at no cost to the Board and utilizing the salary reduction method, contributions to the State Teachers Retirement System paid on behalf of unit members under the following terms and conditions:
 - a. The amount to be "picked-up" on behalf of each employee shall be the prevailing rate per the Ohio Revised Code, of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
 - b. Shall be uniformly applied to all members of the bargaining unit.
 - c. The pick-up became effective January 1, 1986 and shall apply to all compensation including supplemental earnings thereafter.
- 2. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the pick-up in combination with other tax deferred compensation plans.
- 3. If the foregoing pick-up provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

CERTIFICATED/LICENSED SALARY INDEX

APPENDIX A

EXP.	BACHELOR	150S/225Q HRS.	BACHELOR PLUS 24S/36Q HRS.	MASTERS	MASTERS PLUS 10S/15Q GR. HRS	MASTERS PLUS 16S/24Q GR. HRS.
0	1.0000	1.0371	1.0742	1.1113	1.1484	1.1855

1	1.0520	1.0891	1.1262	1.1633	1.2004	1.2375
2	1.1040	1.1411	1.1782	1.2153	1.2524	1.2895
3	1.1560	1.1931	1.2302	1.2673	1.3044	1.3415
4	1.2080	1.2451	1.2822	1.3193	1.3564	1.3935
5	1.2600	1.2971	1.3342	1.3713	1.4084	1.4455
6	1.3120	1.3491	1.3862	1.4233	1.4604	1.4975
7	1.3640	1.4011	1.4382	1.4753	1.5124	1.5495
8	1.4160	1.4531	1.4902	1.5273	1.5644	1.6015
9	1.4680	1.5051	1.5422	1.5793	1.6164	1.6535
10	1.5200	1.5571	1.5942	1.6313	1.6684	1.7055
11	1.5200	1.6091	1.6462	1.6833	1.7204	1.7575
12	1.5200	1.6091	1.6982	1.7353	1.7724	1.8095
13	1.5200	1.6091	1.6982	1.7873	1.8244	1.8615
14	1.5200	1.6091	1.6982	1.8393	1.8764	1.9135
15	1.5720	1.6611	1.7502	1.8913	1.9284	1.9655
16	1.5720	1.6611	1.7502	1.8913	1.9284	1.9655
17	1.5720	1.6611	1.7502	1.8913	1.9284	1.9655
18	1.6240	1.7131	1.8022	1.9433	1.9804	2.0175
19	1.6240	1.7131	1.8022	1.9433	1.9804	2.0175
20	1.6240	1.7131	1.8022	1.9433	1.9804	2.0175
21	1.6760	1.7651	1.8542	1.9953	2.0324	2.0695
22	1.6760	1.7651	1.8542	1.9953	2.0324	2.0695
23	1.6760	1.7651	1.8542	1.9953	2.0324	2.0695
24	1.7280	1.8171	1.9062	2.0473	2.0844	2.1215
25	1.7280	1.8171	1.9062	2.0473	2.0844	2.1215
26	1.7280	1.8171	1.9062	2.0473	2.0844	2.1215
27	1.7800	1.8691	1.9582	2.0993	2.1364	2.1735
28	1.7800	1.8691	1.9582	2.0993	2.1364	2.1735
29	1.8320	1.9211	2.0102	2.1513	2.1884	2.2255
30	1.8320	1.9211	2.0102	2.1513	2.1884	2.2255
31	1.8320	1.9211	2.0102	2.1513	2.1884	2.2255
32	1.8320	1.9211	2.0102	2.1513	2.1884	2.2255
33	1.8320	1.9211	2.0102	2.1513	2.1884	2.2255
34	1.832	1.9211	2.0102	2.1513	2.1884	2.2255
35	1.832	1.9211	2.0102	2.1513	2.1884	2.2255
36	1.832	1.9211	2.0102	2.1513	2.1884	2.2255
37	1.832	1.9211	2.0102	2.1513	2.1884	2.2255
38	1.832	1.9211	2.0102	2.1513	2.1884	2.2255
39	1.832	1.9211	2.0102	2.1513	2.1884	2.2255
40	1.832	1.9211	2.0102	2.1513	2.1884	2.2255
	I	I .	I		I .	

	J	July 1, 2022 - June 30, 2023				
EXP.	BACHELOR	150S/225Q HRS.	BACHELOR PLUS	MASTERS	MASTERS PLUS	MASTERS PLUS
			24S/36Q HRS.		10S/15Q GR. HRS.	16S/24Q GR. HRS.
0	\$39,930	\$41,411	\$42,893	\$44,374	\$45,856	\$47,337
1	\$42,006	\$43,488	\$44,969	\$46,451	\$47,932	\$49,413
2	\$44,083	\$45,564	\$47,046	\$48,527	\$50,008	\$51,490
3	\$46,159	\$47,640	\$49,122	\$50,603	\$52,085	\$53,566
4	\$48,235	\$49,717	\$51,198	\$52,680	\$54,161	\$55,642
5	\$50,312	\$51,793	\$53,275	\$54,756	\$56,237	\$57,719
6	\$52,388	\$53,870	\$55,351	\$56,832	\$58,314	\$59,795
7	\$54,465	\$55,946	\$57,427	\$58,909	\$60,390	\$61,872
8	\$56,541	\$58,022	\$59,504	\$60,985	\$62,466	\$63,948
9	\$58,617	\$60,099	\$61,580	\$63,061	\$64,543	\$66,024
10	\$60,694	\$62,175	\$63,656	\$65,138	\$66,619	\$68,101
11	\$60,694	\$64,251	\$65,733	\$67,214	\$68,696	\$70,177
12	\$60,694	\$64,251	\$67,809	\$69,291	\$70,772	\$72,253
13	\$60,694	\$64,251	\$67,809	\$71,367	\$72,848	\$74,330
14	\$60,694	\$64,251	\$67,809	\$73,443	\$74,925	\$76,406
15	\$62,770	\$66,328	\$69,885	\$75,520	\$77,001	\$78,482
16	\$62,770	\$66,328	\$69,885	\$75,520	\$77,001	\$78,482
17	\$62,770	\$66,328	\$69,885	\$75,520	\$77,001	\$78,482
18	\$64,846	\$68,404	\$71,962	\$77,596	\$79,077	\$80,559
19	\$64,846	\$68,404	\$71,962	\$77,596	\$79,077	\$80,559
20	\$64,846	\$68,404	\$71,962	\$77,596	\$79,077	\$80,559
21	\$66,923	\$70,480	\$74,038	\$79,672	\$81,154	\$82,635
22	\$66,923	\$70,480	\$74,038	\$79,672	\$81,154	\$82,635
23	\$66,923	\$70,480	\$74,038	\$79,672	\$81,154	\$82,635
24	\$68,999	\$72,557	\$76,115	\$81,749	\$83,230	\$84,711
25	\$68,999	\$72,557	\$76,115	\$81,749	\$83,230	\$84,711
26	\$68,999	\$72,557	\$76,115	\$81,749	\$83,230	\$84,711
27	\$71,075	\$74,633	\$78,191	\$83,825	\$85,306	\$86,788
28	\$71,075	\$74,633	\$78,191	\$83,825	\$85,306	\$86,788
29	\$73,152	\$76,710	\$80,267	\$85,901	\$87,383	\$88,864
30	\$73,152	\$76,710	\$80,267	\$85,901	\$87,383	\$88,864

31	\$73,152	\$76,710	\$80,267	\$85,901	\$87,383	\$88,864
32	\$73,152	\$76,710	\$80,267	\$85,901	\$87,383	\$88,864
33	\$73,152	\$76,710	\$80,267	\$85,901	\$87,383	\$88,864
34	\$73,152	\$76,710	\$80,267	\$85,901	\$87,383	\$88,864
35	\$73,152	\$76,710	\$80,267	\$85,901	\$87,383	\$88,864
36	\$73,152	\$76,710	\$80,267	\$85,901	\$87,383	\$88,864
37	\$73,152	\$76,710	\$80,267	\$85,901	\$87,383	\$88,864
38	\$73,152	\$76,710	\$80,267	\$85,901	\$87,383	\$88,864
39	\$73,152	\$76,710	\$80,267	\$85,901	\$87,383	\$88,864
40	\$73,152	\$76,710	\$80,267	\$85,901	\$87,383	\$88,864

July 1, 2023 - June 30, 2024 APPENDIX B BACHELOR 150S/225Q HRS. BACHELOR PLUS MASTERS MASTERS PLUS MASTERS PLUS EXP. 24S/36Q HRS. 10S/15Q GR. HRS. 16S/24Q GR. HRS. 0 \$41,124 \$42,650 \$44,175 \$45,701 \$47,227 \$48,753 \$43,262 \$44,788 \$46,314 \$47,840 \$49,365 \$50,891 \$45,401 \$48,452 \$49,978 \$51,504 \$46,927 \$53,029 \$47,539 \$49,065 \$50,591 \$52,116 \$53,642 \$55,168 \$49,678 \$51,203 \$52,729 \$54,255 \$55,781 \$57,306 \$51,816 \$53,342 \$54,868 \$56,393 \$57,919 \$59,445 \$57,006 \$58,532 \$60,057 \$53,955 \$55,480 \$61,583 \$56,093 \$57,619 \$59,145 \$60,670 \$62,196 \$63,722 \$58,232 \$59,757 \$61,283 \$62,809 \$64,334 \$65,860 \$60,370 \$63,421 \$64,947 \$61,896 \$66,473 \$67,999 10 \$62,508 \$64,034 \$65,560 \$67,086 \$68,611 \$70,137 11 \$62,508 \$67,698 \$69,224 \$70,750 \$72,275 \$66,173 12 \$62,508 \$66,173 \$69,837 \$71,362 \$72,888 \$74,414 13 \$62,508 \$66,173 \$69,837 \$73,501 \$75,027 \$76,552 14 \$62,508 \$66,173 \$69,837 \$75,639 \$77,165 \$78,691 \$68,311 \$71,975 \$77,778 \$79,304 \$80,829 15 \$64,647 16 \$64,647 \$68,311 \$71,975 \$77,778 \$79,304 \$80,829 17 \$64,647 \$68,311 \$71,975 \$77,778 \$79,304 \$80,829 18 \$66,785 \$70,450 \$74,114 \$79,916 \$81,442 \$82,968 \$74,114 \$79,916 19 \$66,785 \$70,450 \$81,442 \$82,968 20 \$66,785 \$70,450 \$74,114 \$79,916 \$81,442 \$82,968

\$76,252

\$82,055

\$83,580

21

\$68,924

\$72,588

\$85,106

22	\$68,924	\$72,588	\$76,252	\$82,055	\$83,580	\$85,106
23	\$68,924	\$72,588	\$76,252	\$82,055	\$83,580	\$85,106
24	\$71,062	\$74,726	\$78,391	\$84,193	\$85,719	\$87,245
25	\$71,062	\$74,726	\$78,391	\$84,193	\$85,719	\$87,245
26	\$71,062	\$74,726	\$78,391	\$84,193	\$85,719	\$87,245
27	\$73,201	\$76,865	\$80,529	\$86,332	\$87,857	\$89,383
28	\$73,201	\$76,865	\$80,529	\$86,332	\$87,857	\$89,383
29	\$75,339	\$79,003	\$82,667	\$88,470	\$89,996	\$91,521
30	\$75,339	\$79,003	\$82,667	\$88,470	\$89,996	\$91,521
31	\$75,339	\$79,003	\$82,667	\$88,470	\$89,996	\$91,521
32	\$75,339	\$79,003	\$82,667	\$88,470	\$89,996	\$91,521
33	\$75,339	\$79,003	\$82,667	\$88,470	\$89,996	\$91,521
34	\$75,339	\$79,003	\$82,667	\$88,470	\$89,996	\$91,521
35	\$75,339	\$79,003	\$82,667	\$88,470	\$89,996	\$91,521
36	\$75,339	\$79,003	\$82,667	\$88,470	\$89,996	\$91,521
37	\$75,339	\$79,003	\$82,667	\$88,470	\$89,996	\$91,521
38	\$75,339	\$79,003	\$82,667	\$88,470	\$89,996	\$91,521
39	\$75,339	\$79,003	\$82,667	\$88,470	\$89,996	\$91,521
40	\$75,339	\$79,003	\$82,667	\$88,470	\$89,996	\$91,521

EXP. BACHELOR 150S/225Q HRS. BACHELOR PLUS MASTERS MASTERS PLUS MASTERS PLUS 24S/36Q HRS. 10S/15Q GR. HRS. 16S/24Q GR. HRS. 0 \$42,354 \$43,925 \$45,497 \$47,068 \$48,639 \$50,211 \$44,556 \$47,699 \$49,270 \$50,842 \$46,128 \$52,413 \$49,901 \$46,759 \$48,330 \$51,473 \$53,044 \$54,615 \$48,961 \$50,533 \$52,104 \$53,675 \$55,247 \$56,818 \$51,164 \$52,735 \$54,306 \$55,878 \$57,449 \$59,020 \$54,937 \$56,509 \$58,080 \$53,366 \$59,651 \$61,223 \$55,568 \$57,140 \$58,711 \$60,282 \$61,854 \$63,425 \$57,771 \$59,342 \$60,914 \$62,485 \$64,056 \$65,628 \$59,973 \$61,545 \$63,116 \$64,687 \$66,259 \$67,830 \$63,747 \$65,318 \$70,032 \$62,176 \$66,890 \$68,461

\$67,521

\$69,723

\$69,092

\$71,294

\$70,663

\$72,866

APPENDIX B

July 1, 2024 - June 30, 2025

10

11

\$64,378

\$64,378

\$65,949

\$68,152

\$72,235

\$74,437

12	\$64,378	\$68,152	\$71,926	\$73,497	\$75,068	\$76,640
13	\$64,378	\$68,152	\$71,926	\$75,699	\$77,271	\$78,842
14	\$64,378	\$68,152	\$71,926	\$77,902	\$79,473	\$81,044
15	\$66,580	\$70,354	\$74,128	\$80,104	\$81,675	\$83,247
16	\$66,580	\$70,354	\$74,128	\$80,104	\$81,675	\$83,247
17	\$66,580	\$70,354	\$74,128	\$80,104	\$81,675	\$83,247
18	\$68,783	\$72,557	\$76,330	\$82,307	\$83,878	\$85,449
19	\$68,783	\$72,557	\$76,330	\$82,307	\$83,878	\$85,449
20	\$68,783	\$72,557	\$76,330	\$82,307	\$83,878	\$85,449
21	\$70,985	\$74,759	\$78,533	\$84,509	\$86,080	\$87,652
22	\$70,985	\$74,759	\$78,533	\$84,509	\$86,080	\$87,652
23	\$70,985	\$74,759	\$78,533	\$84,509	\$86,080	\$87,652
24	\$73,188	\$76,961	\$80,735	\$86,711	\$88,283	\$89,854
25	\$73,188	\$76,961	\$80,735	\$86,711	\$88,283	\$89,854
26	\$73,188	\$76,961	\$80,735	\$86,711	\$88,283	\$89,854
27	\$75,390	\$79,164	\$82,938	\$88,914	\$90,485	\$92,056
28	\$75,390	\$79,164	\$82,938	\$88,914	\$90,485	\$92,056
29	\$77,593	\$81,366	\$85,140	\$91,116	\$92,687	\$94,259
30	\$77,593	\$81,366	\$85,140	\$91,116	\$92,687	\$94,259
31	\$77,593	\$81,366	\$85,140	\$91,116	\$92,687	\$94,259
32	\$77,593	\$81,366	\$85,140	\$91,116	\$92,687	\$94,259
33	\$77,593	\$81,366	\$85,140	\$91,116	\$92,687	\$94,259
34	\$77,593	\$81,366	\$85,140	\$91,116	\$92,687	\$94,259
35	\$77,593	\$81,366	\$85,140	\$91,116	\$92,687	\$94,259
36	\$77,593	\$81,366	\$85,140	\$91,116	\$92,687	\$94,259
37	\$77,593	\$81,366	\$85,140	\$91,116	\$92,687	\$94,259
38	\$77,593	\$81,366	\$85,140	\$91,116	\$92,687	\$94,259
39	\$77,593	\$81,366	\$85,140	\$91,116	\$92,687	\$94,259
40	\$77,593	\$81,366	\$85,140	\$91,116	\$92,687	\$94,259

LAKE LOCAL SCHOOLS	EXTRA	DUTY			APPENDIX C
Salary Base			\$39,930	\$41,124	\$42,354
Positions	Points	Index	FY2023	FY2024	FY2025
Head Football	20	0.2	\$7,986	\$8,225	\$8,471

Salary Base			\$39,930	\$41,124	\$42,354
Positions	Points	Index	FY2023	FY2024	FY2025
		0.18		\$7,402	\$7,624
Head Basketball (B)	18	0.18	\$7,187	\$7,402	\$7,624
Head Basketball (G) Assistant Athletic Director			\$7,187 \$6,189	\$6,374	\$6,565
	16	0.155	·	\$6,374	\$6,565
Head Wrestling	16	0.155	\$6,189	\$6,374	\$6,565
Head Track	16	0.155	\$6,189	\$6,374	\$6,565
Head Baseball	16	0.155	\$6,189	·	
Head Volleyball	16	0.155	\$6,189	\$6,374	\$6,565
Head Softball	16	0.155	\$6,189	\$6,374	\$6,565
Head Soccer (B)	16	0.155	\$6,189	\$6,374	\$6,565
Head Soccer (G)	16	0.155	\$6,189	\$6,374	\$6,565
Marching Band	16	0.155	\$6,189	\$6,374	\$6,565
Assistant Football (6)		0.142	\$5,670	\$5,840	\$6,014
JV Basketball (B)	14	0.135	\$5,391	\$5,552	\$5,718
JV Basketball (G)	14	0.135	\$5,391	\$5,552	\$5,718
JV Soccer (B)	14	0.135	\$5,391	\$5,552	\$5,718
JV Soccer (G)	14	0.135	\$5,391	\$5,552	\$5,718
MS Athletic Director	14	0.135	\$5,391	\$5,552	\$5,718
JV Volleyball	14	0.135	\$5,391	\$5,552	\$5,718
JV Baseball	14	0.135	\$5,391	\$5,552	\$5,718
JV Softball	14	0.135	\$5,391	\$5,552	\$5,718
Freshman Basketball (B)	13	0.115	\$4,592	\$4,729	\$4,871
HS Musical	13	0.115	\$4,592	\$4,729	\$4,871
HS Cheerleading	13	0.115	\$4,592	\$4,729	\$4,871
Head Cross Country (B&G)	12	0.1	\$3,993	\$4,112	\$4,235
Head Golf (B)	12	0.1	\$3,993	\$4,112	\$4,235
Head Golf (G)	12	0.1	\$3,993	\$4,112	\$4,235
Assistant Track (4)	12	0.1	\$3,993	\$4,112	\$4,235
Assistant Wrestling (2)	12	0.1	\$3,993	\$4,112	\$4,235
Assistant Baseball	12	0.1	\$3,993	\$4,112	\$4,235
Assistant Softball	12	0.1	\$3,993	\$4,112	\$4,235
Jetset	12	0.1	\$3,993	\$4,112	\$4,235
JH Head Track Coach	12	0.1	\$3,993	\$4,112	\$4,235
HS Speech and Debate	12	0.1	\$3,993	\$4,112	\$4,235

Salary Base			\$39,930	\$41,124	\$42,354
Positions	Points	Index	FY2023	FY2024	FY2025
Assistant Volleyball	12	0.1	\$3,993	\$4,112	\$4,235
JH Football (4)	11	0.095	\$3,793	\$3,907	\$4,024
JH Wrestling	11	0.095	\$3,793	\$3,907	\$4,024
JH Track (B&G) - 3	11	0.095	\$3,793	\$3,907	\$4,024
JH Basketball (B) – 2	11	0.095	\$3,793	\$3,907	\$4,024
JH Basketball (G) – 2	11	0.095	\$3,793	\$3,907	\$4,024
JH Volleyball – 2	11	0.095	\$3,793	\$3,907	\$4,024
Youth Sports Coordinator	11	0.095	\$3,793	\$3,907	\$4,024
HS Drama	10	0.075	\$2,995	\$3,084	\$3,177
HS Assistant Musical	9	0.07	\$2,795	\$2,879	\$2,965
Students in Action	8	0.065	\$2,595	\$2,673	\$2,753
HS Student Council	8	0.065	\$2,595	\$2,673	\$2,753
HS Art Club	8	0.065	\$2,595	\$2,673	\$2,753
Elem Art Club	8	0.065	\$2,595	\$2,673	\$2,753
Cheerleading Assistant	8	0.065	\$2,595	\$2,673	\$2,753
Pep Band	8	0.065	\$2,595	\$2,673	\$2,753
JH Cheerleading	8	0.065	\$2,595	\$2,673	\$2,753
JH Cross Country	7	0.06	\$2,396	\$2,467	\$2,541
JH Student Council	7	0.06	\$2,396	\$2,467	\$2,541
HS Asst Drama	7	0.06	\$2,396	\$2,467	\$2,541
JH Yearbook	7	0.06	\$2,396	\$2,467	\$2,541
JH Newspaper	7	0.06	\$2,396	\$2,467	\$2,541
Assistant Marching Band	7	0.06	\$2,396	\$2,467	\$2,541
Lake Elem Student Council	6	0.055	\$2,196	\$2,262	\$2,329
HS Yearbook	6	0.055	\$2,196	\$2,262	\$2,329
JH Quiz Bowl	6	0.055	\$2,196	\$2,262	\$2,329
Elem Quiz Bowl	6	0.055	\$2,196	\$2,262	\$2,329
HS Musical - 2nd Assistant	6	0.055	\$2,196	\$2,262	\$2,329
Prom Advisor	6	0.055	\$2,196	\$2,262	\$2,329
JV Golf	6	0.055	\$2,196	\$2,262	\$2,329
HS Quiz Bowl	6	0.055	\$2,196	\$2,262	\$2,329
MS Math Club	6	0.055	\$2,196	\$2,262	\$2,329
Mentor - 1 Teacher	6	0.055	\$2,196	\$2,262	\$2,329

Salary Base			\$39,930	\$41,124	\$42,354
Positions	Points	Index	FY2023	FY2024	FY2025
Mentor - 2 Teachers (x1.5)		0.0825	\$3,294	\$3,393	\$3,494
Color Guard Advisor	6	0.055	\$2,196	\$2,262	\$2,329
National Honor Society	6	0.055	\$2,196	\$2,262	\$2,329
Elem Grade Level K	5	0.035	\$1,398	\$1,439	\$1,482
Elem Grade Level 1	5	0.035	\$1,398	\$1,439	\$1,482
Elem Grade Level 2	5	0.035	\$1,398	\$1,439	\$1,482
Elem Grade Level 3	5	0.035	\$1,398	\$1,439	\$1,482
Elem Grade Level 4	5	0.035	\$1,398	\$1,439	\$1,482
Elem Grade Level 5	5	0.035	\$1,398	\$1,439	\$1,482
Elem Grade Level 6	5	0.035	\$1,398	\$1,439	\$1,482
Dept Chairs K-12 – Music	5	0.035	\$1,398	\$1,439	\$1,482
Dept Chairs K-12 – PE	5	0.035	\$1,398	\$1,439	\$1,482
Dept Chairs K-12 – Art	5	0.035	\$1,398	\$1,439	\$1,482
LPDC-3	5	0.035	\$1,398	\$1,439	\$1,482
JH Art Club	3	0.03	\$1,198	\$1,234	\$1,271
Tri "M"	3	0.03	\$1,198	\$1,234	\$1,271
Choreographer	3	0.03	\$1,198	\$1,234	\$1,271
Drama Club	3	0.03	\$1,198	\$1,234	\$1,271
Instrumental Performance Coordinator	3	0.03	\$1,198	\$1,234	\$1,271
Vocal Performance Coordinator	3	0.03	\$1,198	\$1,234	\$1,271
MVP Coordinator	2	0.025	\$998	\$1,028	\$1,059
Spanish Club	2	0.025	\$998	\$1,028	\$1,059
French Club	2	0.025	\$998	\$1,028	\$1,059
Weight Room Supervisor 3 mos. (4)	2	0.025	\$998	\$1,028	\$1,059

Any teacher that attends 6th grade camp shall be paid a stipend of Two Hundred Fifty Dollars (\$250.00) for the week. This payment will be made at the first pay following the camp.

ARTICLE XX - IMPLEMENTATION AND DURATION PROVISIONS

A. Complete Agreement Clause

The parties acknowledge that during the negotiations which resulted in this Agreement and Appendix, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement and Appendix constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations. All prior negotiated agreements not contained herein, and all prior practices, rules or regulations not contained herein shall not be binding upon the parties to this Agreement.

B. Terms and Duration

The term of the Agreement shall be from 12:01 A.M., July 1, 2022 through 12:00 A.M., June 30, 2025. The parties acknowledge that this Agreement supersedes and prevails over all statutes of the State of Ohio, except as specifically set forth in Section ORC 4117.10 (A), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel and all policies, rules and regulations of the Employer.

At the request of the Association, the parties will meet no later than thirty (30) calendar days after the final determination of unlawfulness, to begin bargaining over its impact and to bring the Agreement into compliance. If the parties fail to reach agreement over the affected provision thirty (30) days after the initial bargaining session, a mediator shall be utilized to resolve the dispute.

LAKE LOCAL SCHOOLS

LAKE EDUCATION ASSOCIATION

President, Board of Education

Superintendent

President, Lake Education Association

Vice Pres., Lake Education Association

Monica Septelmein Treasurer, Board of Education

MILLBURY, OHIO

EXTENDED CONTRACT CERTIFICATE

(SECTION 5705.412, O.R.C.)

It is hereby certified, with respect to the Master Contract with the Lake Education Association, attached hereto, that the Lake Local School District has in effect, for the length of the contract, the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide the operating revenues necessary to enable the district to operate an adequate educational program for the period of time beginning July 1, 2022 through June 30, 2025.

<u>6/29/2022</u> Date

SUPERINTENDENT

PRESIDENT OF THE BOARD LAKE LOCAL SCHOOLS

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ARTICLE XX – IMPLEMENTATION AND DURATION PROVISIONS

A. Complete Agreement Clause

The parties acknowledge that during the negotiations which resulted in this Agreement and Appendix, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement and Appendix constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations. All prior negotiated agreements not contained herein, and all prior practices, rules or regulations not contained herein shall not be binding upon the parties to this Agreement.

B. Terms and Duration

The term of the Agreement shall be from 12:01 A.M., July 1, 2022 through 12:00 A.M., June 30, 2025. The parties acknowledge that this Agreement supersedes and prevails over all statutes of the State of Ohio, except as specifically set forth in Section ORC 4117.10 (A), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel and all policies, rules and regulations of the Employer.

At the request of the Association, the parties will meet no later than thirty (30) calendar days after the final determination of unlawfulness, to begin bargaining over its impact and to bring the Agreement into compliance. If the parties fail to reach agreement over the affected provision thirty (30) days after the initial bargaining session, a mediator shall be utilized to resolve the dispute.

LAKE LOCAL SCHOOLS	LAKE EDUCATION ASSOCIATION
President, Board of Education Association	President, Lake Education
Superintendent	Vice Pres., Lake Education Association
Treasurer, Board of Education	-

MEMORANDUM OF UNDERSTANDING BETWEEN THE LAKE EDUCATION ASSOCIATION AND THE LAKE BOARD OF EDUCATION.

ARTICLE III – TEACHER CONDITIONS

A. School Calendar

For the 2022-23 and 2023-2024 school years, the Lake School calendar shall consist of one hundred eighty-four (184) days times 7.5 hours per day, totaling 1380 hours for the school year. These days will include one hundred seventy (170) instructional days, fourteen (14) teacher work days [one half (1/2) work day at the end of the second semester, and one half-day (1/2) for attendance at the high school commencement, and one (1) local in-service day.] and the balance to be mutually agreed upon by the Association President and the Superintendent. If a staff member needs to be excused from commencement, he/she may apply in writing to the Superintendent stating reasons for the request. If satisfaction is not received, the staff member may appeal to the Superintendent and the Association President.

ARTICLE XV - SALARIES

A. Salaries

For the 2022-23 school year, salaries will be paid in twenty-six (26) bi-weekly payments. Beginning July 1, 2023, Salaries will be paid in twenty-four (24) installments. These payments shall be made on the 10th and the 25th of each month. If those dates fall on a weekend, payment will be made on the preceding Friday.

LAKE LOCAL SCHOOLS

Superintendent

Diata

School Board President

Data

ENDUCATION ASSOCIATION

e Lake Education Association

Date