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PROFESSIONAL NEGOTIATIONS AGREEMENT

Between the

BOARD OF EDUCATION

of the

LABRAE LOCAL SCHOOL DISTRICT

and the

LABRAE TEACHERS' ASSOCIATION

AUGUST 29, 2022 - AUGUST 28, 2025

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ARTICLE I- RECOGNITION

A. IDENTIFICATION OF PARTIES

A.1 The Board of Education of the LaBrae Local School District, (hereinafter referred to as the Board), recognizes the LaBrae Teachers' Association, an affiliate of the Ohio Education Association, Northeast Ohio Education Association and the National Education Association, (hereinafter referred to as the Association or the LTA), as the bargaining representative of the full-time and part-time certificated personnel employed by the Board excluding all administrators, aides and casual day-to-day substitutes.

B. LABOR MANAGEMENT COUNCIL

B.1 The purpose of this Labor Management Council (LMC) is to provide a forum for the discussion of matters or concerns of unit members and the administration and to further develop positive working relationships. The focus of the LMC is not the implementation or administration of the negotiated agreement nor shall it serve as a substitute for the grievance procedure unless the committee as a whole agrees to do so. Neither these meetings, the discussions that take place, nor resolution of issues shall in any way be construed as negotiations. However, should the LMC determine the need to modify or otherwise clarify this Agreement, it may recommend the adoption of a memorandum of understanding to the Board and the LTA.

B.2 The LMC shall be structured as follows:

The Superintendent and the LTA President, or designee, shall serve as cochairmen. The Superintendent may appoint up to 5 members, either administrators or board members. The LTA President may appoint up to 5 members, with at least one representative from the elementary, middle, and high school levels.

B.3 The Council shall meet on a quarterly basis, according to a meeting schedule determined by the co-chairs within the first month of each school year. Meeting requirements can be waived if there is mutual consent between the co-chairs.

ARTICLE II- NEGOTIATIONS

A. SCOPE OF NEGOTIATIONS

A.1 The parties agree at the expiration of the term of their contract to negotiate all wages, hours, terms and conditions of employment which affect bargaining unit members.

- **A.2** During the terms of this Agreement, the parties agree that State or Federal legislation, grants, or rules and regulations may be enacted or promulgated which affect wages, hours, terms and conditions of employment while this contract is in effect, and to that extent the parties agree to bargain, upon request, the effect of such actions.
- **A.3** It is understood that such interim bargaining may not culminate in a strike or lock-out. The parties agree, however, to use the services of a mediator to assist in such bargaining.

B. MEETINGS

- **B.1** Either party may notify the other of the desire to commence bargaining. Requests from the Association will be made to the Superintendent and/or President of the Board. Requests from the Superintendent, the Board, or their representative will be made to the President of the Association. Each bargaining team shall be limited to no more than five (5) members.
- **B.2** Proposals will be exchanged at the initial meeting and no new items or issues shall be made after the initial meeting without mutual consent. Proposals shall be written.
- **B.3** Negotiations meetings shall be held with those present to be determined by each organization.
- **B.4** The participants may call upon competent representatives to consider matters under discussion and to make suggestions. Both sides have the right to utilize the services of consultants in the negotiations.
- **B.5** A mutually convenient meeting date shall be set within fifteen days of the date of the requests for negotiations unless mutually agreed upon by both parties.
- **C. NEWS RELEASES:** News releases can be issued only by mutual agreement and through joint preparation. Both parties have the right to keep their respective constituents informed relative to the progress of negotiations.
- **D. TENTATIVE AGREEMENT:** Upon reaching a tentative agreement on any proposals, the tentative agreement cannot be changed during negotiations or impasse unless mutually agreed to by both parties.
- **E. CAUCUS:** The chairman of either group may recess his team for independent caucus, or conference, at any time. Caucuses shall not exceed thirty (30) minutes unless extended by mutual agreement.

F. AGREEMENT: When a final agreement is reached and the Agreement is scheduled to be ratified, both parties shall make a good faith effort in seeking ratification of the Agreement. When the Agreement is ratified by both parties, it shall be signed and shall be final and binding.

G. MUTUALLY-AGREED-UPON DISPUTE SETTLEMENT PROCEDURE

G.1 IMPASSE/MEDIATION

- G.1.1 Every effort shall be made to conclude negotiations within forty-five (45) working days. However, this period may be extended by mutual consent. If negotiations have not been concluded in the specified time period and not mutually extended, either party may declare impasse and request that mediation be instituted. The parties shall, within three (3) days of the declaration of impasse, jointly request the services of the Federal Mediation and Conciliation Services.
- **G.1.2** Both parties agree that mediation will proceed according to practice and guidelines of FMCS. The mediator shall not have the right to bind the parties to any item or agreement; nor shall he/she have the right to extend the time limits of the contract.
- **G.2 RIGHT TO STRIKE:** The Association shall have the right to strike, pursuant to O.R.C. §4117.14 (D) (2), once the contract has expired and the mutually-agreed-upon dispute settlement procedure has been completed. The parties agree that this provision (Article II, Section G) is the mutually-agreed-upon-dispute settlement procedure pursuant to O.R.C. §4117.14 (E).
- **H. PRINTING:** Once both parties have ratified the contract, it shall be printed in final form and distributed with sufficient copies, 25 copies for the LTA, and copies for the Administration and Board of Education. An electronic copy of the contract will be made available to all bargaining unit members. The cost of printing shall be split between the Board and the LTA on a pro-rata basis for the number of copies printed.

ARTICLE III- ASSOCIATION RIGHTS

A. ASSOCIATION MEETINGS: The LTA shall have the right to hold general membership meetings, committee meetings, and building membership meetings on school property during non-school hours and upon approval from the local Superintendent. This shall be free of charge except when custodial service beyond that which is regularly scheduled is required. The LTA shall assume fiscal responsibility for any damages which might be incurred.

- **B. MAILBOXES:** The LTA shall be authorized to use interschool mail service and teachers' mailboxes for disbursal of LTA materials. LTA stickers shall not be placed on mailboxes. Use of such services shall be in keeping with school district guidelines. The LTA shall be solely responsible for the contents of such materials.
- **C. BOARD POLICY BOOK:** The Board policies shall be accessible online via the school district website. Any modification of official Board policy shall be updated online within two weeks (ten (10) school days) after the approval of the Board minutes.
- **D. NOTICE OF BOARD MEETINGS:** The President of the LTA will be given prior notification of all official meetings of the Board. A copy of the official minutes of the Board shall be available online for the President of the LTA within five (5) working days after the approval of the Board minutes.
- **E. BULLETIN BOARD:** In each teachers' lounge, a bulletin board will be provided for posting of LTA materials and information pertinent to the instructional process. Prior approval for posting must be granted by the Executive Committee/Officers of the LTA.
- **F. ASSOCIATION FINANCIAL SECURITY:** In recognition of the LTA's services to the bargaining unit, all full-time and part-time certificated personnel recognized in Article 1, A.1 of this agreement shall be eligible to join the LTA. Bargaining unit members may either pay directly to the LTA or by dues deduction made pursuant to a properly executed Payroll Deduction Authorization form delivered to the School Board.
 - **F.1** Each bargaining unit member shall have thirty (30) calendar days from the start of each school year or from when he/she is hired by the school district to join the LTA.
 - **F.2** The Treasurer's Office shall provide the Association a list, including contact information, of newly contracted certificated employees no later than September 1st.
- **G. INDIVIDUAL CONTRACTS:** Individual contracts of employment with members of the bargaining unit shall be consistent in all respects with this Contract, which shall be deemed incorporated by reference in such individual contracts.
- **H. INDEMNIFICATION:** The LTA agrees to indemnify the Board for any and all damages and expenses incurred as a result of this Article and to assume all costs of, and responsibility for, defending this Article of the Contract.

ARTICLE IV- MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation except as by the terms of this contract, Ohio and federal statutes, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the

State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, the right:

- **A.1** To the executive management and administrative control of the school system and its properties and facilities;
- **A.2** To hire all employees and, subject to the provisions of law and this contract, to determine their continued employment, dismissal, demotion, promotion or transfer;
- **A.3** To establish grades and courses of instruction including special programs; and to provide athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- **A.4** To delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current written Board Policy; the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds; and
- **A.5** To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system, and terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract, and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE V- GRIEVANCE PROCEDURE

A. PURPOSE: The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to stated grievances.

B. DEFINITIONS

- **B.1 GRIEVANCE:** A complaint involving the alleged violation, misinterpretation or misapplication of the Master Contract between the Association and the Board of Education.
- **B.2 ASSOCIATION GRIEVANCE:** An Association grievance may be filed by the Association when the grievance has an effect on more than one member of the bargaining unit. If

a member of the bargaining unit fails to pursue a grievance, this does not constitute an acceptance of the situation that caused the concern or establish any precedent or past practice due to the inability of the Association to pursue the situation as an Association grievance.

- **B.3 GRIEVANT:** An employee or group of employees, in the bargaining unit, alleging a violation, misinterpretation or misapplication of the Master Contract. A grievance alleged by a group shall have arisen out of identical or similar circumstances affecting all members of said group. The grievant(s) will be entitled to representation by the Association at all levels of the grievance process. The Association president or designee shall be informed of and invited to any meeting with the grievant at Level 3 or beyond involving the presentation and/or possible resolution of each grievance.
- **B.4 DAY:** A day for this and all other parts of this contract shall be defined as a school calendar day, or during the summer recess, days when the Central Office Administration Building is open for business. All time limits shall be considered maximum, unless extended by mutual agreement. Failure of the grievant or the LTA to observe such time limits shall void the grievance.
- **B.5 FILING OF ASSOCIATION GRIEVANCE:** If a grievance affects teachers in more than one building, or is of such a nature that the principal does not have the authority to resolve the grievance, the parties may agree that the grievance will be filed at the Superintendent's level (Level 3).

C. LEVEL 1--INFORMAL

C.1 Within ten (10) days from the date of the event giving rise to a grievance, the grievant shall request an informal meeting with his/her principal for the purpose of resolving the matter. The grievant shall indicate that the discussion will pertain to a possible grievance. If the grievant fails to request such meeting within ten (10) days after he/she knew or should have known of the act or condition on which the grievance is based, the grievance shall be considered waived. The principal will hold a meeting within ten (10) days and shall inform the grievant of his/her decision as the meeting concludes.

D. LEVEL 2--PRINCIPAL

D.1 If the grievance is not resolved at Level 1 the grievant shall, within ten (10) days of the disposition provided in Level 1, present his/her principal with a written explanation of the grievance on a grievance form (See Appendix A), citing the specific section of the contract that has been violated and the relief sought.

D.2 Within ten (10) days of the receipt of such claim, the principal shall indicate his/her disposition of the grievance in written form, one copy of which will be sent to the grievant and a second copy will be sent to the district Superintendent.

E. LEVEL 3--SUPERINTENDENT

- **E.1** If the grievant is not satisfied with the written disposition of the principal, he/she shall, within ten (10) days of receipt of the disposition, send a written request for a hearing before the district Superintendent or designee. In addition to the request, the grievant shall include a written explanation of the grievance citing the specific section of the contract that has been violated and the relief sought. A copy of the request and the grievance shall be sent to the President of the Board of Education.
- **E.2** Both the grievant and the Superintendent or designee may have a representative of his/her choice present at the hearing. The hearing will be held within ten (10) days of the Superintendent's receipt of the request. The Superintendent or designee will render a decision on the grievance within ten (10) days of the hearing. The action taken will be reduced to writing and copies sent to the grievant, the principal and the President of the Board of Education.

F. LEVEL 4--BOARD OF EDUCATION

F.1 If the grievant is not satisfied with the Superintendent or designee's decision, he/she may appeal to the Board of Education. The written notice of appeal shall be filed with the treasurer of the Board of Education not later than ten (10) days after the receipt of the Superintendent's decision. Included in the grievant's appeal will be a description of the grievance citing the specific section of the contract that has been violated and the relief sought. Providing the appeal has been timely filed, the Board of Education will meet with the grievant at the next scheduled Board meeting. Both the grievant and the Board of Education may choose to have a representative at such meeting. After considering the grievance, the Board of Education will issue a decision within ten (10) days to the grievant, the Superintendent and the principal involved.

G. LEVEL 5--ARBITRATION

- **G.1** If the grievant, or grievants, are not satisfied with the decision rendered by the Board, the LTA shall have the right to request arbitration. The LTA Grievance Chairperson shall, within ten (10) days, notify the Superintendent of the request to utilize the arbitration process.
 - **G.1.1** The LTA and the local Superintendent, on behalf of the Board, shall request a list of arbitrators from the American Arbitration Association. The selection of the arbitrator shall be in accordance with the Voluntary Rules of Arbitration of the AAA. The decision of the arbitrator shall be binding on both parties. The

LTA and the Board shall equally share the costs of arbitrator and the hearing room.

- **G.1.2** The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.
- **G.1.3** The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, except as provided by this contract, applicable law, and rules and regulations having the force and effect of law.

ARTICLE VI- INDIVIDUAL RIGHTS OF TEACHERS

- **A. REPRESENTATION:** Members of the LTA bargaining unit may have an LTA representative present at administrative conferences which may result in formal reprimand.
- **B. NON-DISCRIMINATION:** The Board shall ensure that the school programs and policies, as they apply to the professional staff, shall be administered without regard to race, color, creed, national origin, marital status, sex or age.
- C. TELEPHONE/FAX USE: Teachers shall have the right to use and access to a school telephone and fax machine for both school and personal business calls before and after the scheduled school day, lunch, and prep periods provided the phones and faxes are not being used for school business. They shall reimburse the school for the cost of personal business toll calls and long-distance fax machine charges. Cell phones may be used before and after the scheduled school day, lunch, and prep periods as long as they are not used in areas currently occupied by students. The phones shall be in the silent mode during the classroom time, and during assemblies or other gatherings during the regular academic day.
- **D. NO REPRISALS:** There shall be no reprisals against any member of the LTA bargaining unit for his/her actions pertaining to the negotiated agreement or LTA activities.

E. MAINSTREAMING/INCLUSION

E.1 Whenever a student is "mainstreamed" from the special education classes to the regular and specialist (art, music and physical education) class, the regular class teacher will be consulted regarding the student's ability and special needs.

- **E.2** The Board shall make reasonable efforts to equitably assign special education/handicapped students to classrooms at each grade and/or subject level at each building.
- **E.3** Regular education and specialist (art, music and physical education) teachers so affected may also ask for a review of the special education student's progress, if the student doesn't appear to be making successful progress and/or passing the class. A teacher who has a concern regarding a student's behavior or performance and who has an IEP shall first discuss the concern with the respective teacher. The teacher may discuss the concern with the building principal and may request that the principal invoke the necessary steps of reconsidering the IEP.
- **E.4** An aide already individually assigned to a specific student for any reason shall accompany that specific student to all other classes including specials, etc.

F. SAFE AND HEALTHFUL WORKING CONDITIONS

- **F.1** The Board will provide safe and healthful working conditions as prescribed by O.R.C. §4167, the Ohio Public Employment and Risk Reduction Act. The Board shall notify teachers of a student with a communicable disease assigned to their class or supervision to the extent that it knows and to the extent allowed by law, civil and criminal, and teachers shall treat such information as confidential unless specifically instructed to the contrary.
- **F.2** No bargaining unit member shall be required to administer medications, medical procedures, or other health or sanitary procedures except as required by job description and/or when standing in loco parentis.
- **G. MILEAGE REIMBURSEMENT:** Mileage reimbursement shall be paid according to the Internal Revenue Service mileage rate in effect January 1st.

ARTICLE VII- TEACHING CONDITIONS

A. FACILITIES: Each classroom will be equipped with a desk, chair, chalkboard or whiteboard and bulletin board. A teacher shall be assigned his/her own private desk and filing cabinet. The Board will make reasonable efforts to provide a teacher work area with a desk, table, operable computer with internet access and access to a printer, and chairs in each building, pending availability. At the beginning of each year, the Board will supply reasonable office supplies such as a stapler, staples, three-hole punch, and other small office supplies, after which time it shall be the teachers' responsibility to maintain those supplies and equipment for the remainder of the year, except for normal usage.

- **B. TEXTBOOKS/SUPPLIES:** The Board will make a reasonable attempt to provide teachers with all necessary textbooks, materials and classroom supplies.
- **CLASS SIZE:** The ratio of teachers to pupils on a district-wide basis shall be at least one full time equivalent classroom teacher per twenty-five (25) pupils in average daily membership. Said ratio shall be calculated in accordance with §3317.02 and §3317.023 of the Ohio Revised Code or its successor(s).
 - **C.1** All kindergarten through fourth grade class enrollment in the district shall not exceed 26 students.
 - **C.2** All fifth and sixth grade classes in the district shall not exceed 28 students.
 - **C.3** All seventh through twelfth grade teachers in the district shall have no more than 35 students in any one instructional period or 175 students in a regular day excluding Physical Education, Study Hall, Instrumental Music, Vocal Music and other duties (such as lunchroom). Secondary physical education classes shall be grouped by grades 7-8 or 9-10-11-12 only, to the extent possible.
 - **C.4** No special education class in the district shall exceed the standards established by the state standards.
 - **C.5** If specialist classes (art, music and physical education) in grades K-6 exceed the limits in C-1, C-2 and C-5 the teacher will be provided with an aide for the class.
 - **C.6** The count shall be made the second week in October. Any adjustments in class size to meet the contractual obligation must be made within 30 days.
 - **C.7** Seniors who need to be added to a teacher's class load after the start of the course because they need the class for a graduation requirement and the children of non-resident teachers shall not be counted in the class size limits.
- **D. SUBSTITUTES:** The Board shall make every effort to obtain substitutes for each bargaining unit member who is absent from class.

E. IEPS

- **E.1** A teacher required to participate in IEP conferences shall work within his/her respective department to provide flexible time as approved by the administration to conduct the required conferences and to write the IEPs.
- **E.2** IEP conferences shall be held each year on a date mutually agreed upon among the teachers involved in the IEP's and approved by the building principal. The Board is willing to pay an amount not greater than \$500.00 for substitute teachers at each

- building (Bascom, Intermediate, Middle and High School) for IEP conferences, or collectively totaling \$2000.00.
- **E.3** If the Board finds that such change in the practice of IEP conference scheduling is not successful or causes undue hardship to the administration, the Board shall not be bound to continue the procedure set forth in paragraph one (1) for subsequent Contracts and may instead institute procedures it deems more appropriate.

F. AUXILIARY/COUNSELING SERVICES

- **F.1** The auxiliary counseling services provided by Trumbull County Educational Service Center shall be provided only to Emotionally Disturbed (E.D.) students as is the current practice and only to the extent as identified by the E.D. students' Individual Education Plan (I.E.P.).
- **F.2** LaBrae employed school guidance counselors will, with administrative approval, be responsible for the school guidance program affecting students of the LaBrae Local School District.
- **F.3** Auxiliary counselors provided by Trumbull County Educational Service Center shall provide the LaBrae school administration and guidance counselors with schedules of which E.D. students TCESC personnel will be seeing, when students will be seen during the school day, shall report into the school office upon arrival to the building, shall conduct periodic conferences with the school counselors regarding information about the E.D. students' integration into regular education classes, and shall comply with all other school district procedures regarding the E.D. students' educational program.
- **F.4** LaBrae guidance counselors shall be included in the I.E.P. conferences affecting E.D. students.
- **F.5** While this auxiliary program exists for E.D. students in the LaBrae Local Schools, there shall be no reduction in the number of full-time guidance counselors except as indicated in the reduction in force Article XIII of the Professional Agreement.
- **F.6** This auxiliary counseling program exists due to an unusual situation involving the E.D. students and shall not be construed to create a precedent or past practice for contracting out bargaining unit work.

ARTICLE VIII- VACANCIES, PROMOTIONS AND TRANSFERS

A. VACANCY DEFINED: A vacancy for this and all other provisions of this contract shall be a position currently held by a bargaining unit member that becomes vacant due to the death, resignation, retirement, non-renewal, termination, leave of absence, promotion or transfer

of the bargaining unit member that the Board decides to fill or the creation of a new bargaining unit position by the Board.

- A.1 All vacancies which occur prior to July 31st shall be posted within one (1) calendar month or by July 30th of Board approval of said vacancy. The staff shall be notified by bulletin if the vacancy occurs prior to the Association's last contracted day of the school year. The staff will be notified of such vacancies via email if the vacancy occurs after the Association's last contracted day. Bargaining unit members who do not want to receive vacancy notices via email, will have the right to opt-out of the electronic delivery of applicable vacancies. Teachers who are certified for the vacancy who would like the position shall make application within seven (7) calendar days from the date of notification.
- A.2 All vacancies which occur after July 31st or during the school year that will be maintained as bargaining unit positions for the next school year, shall be posted at the end of the school year. This may be accomplished in one posting of all vacancies by June 30th of the next school year. Teachers who are certified for the vacancies who would like the position(s) shall make application within five (5) days of the posting.
- A.3 Members of the bargaining unit who desire to transfer into a vacancy shall make written application to the Superintendent. Such application will include the vacancy or vacancies to which the individual desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference. For each timely filed application, the applicants shall be granted an interview. Bargaining unit members shall be selected to fill the vacancy before the district employs a non-bargaining unit member. No teacher shall be able to transfer more than two times in a three school year period unless approved by the Superintendent.

B. INVOLUNTARY TRANSFER

- **B.1** If it becomes necessary for the administration to move a teacher from a grade level at the elementary, a department at the secondary or a school, the administration shall first ask for a volunteer. If no teacher volunteers the primary factor for determining transfer shall be seniority.
- **B.2** In the event the least senior person is not transferred, the Superintendent shall within seven (7) days of the notification of the proposed transfer give the affected teacher a written statement indicating the reason(s) for the transfer or assignment. The teacher may grieve the transfer if the reasons are arbitrary or capricious.
- **C. CERTIFICATION/LICENSURE REQUIREMENTS:** Permanent transfers and assignments shall not violate State Department of Education certification standards.

ARTICLE IX- NOTIFICATION OF ASSIGNMENT

- A. Each bargaining unit member shall be notified via email no later than the first pay date in July of his/her professional assignment which shall contain the teacher's tentative building and subject assignments at the secondary level, and the building and grade level at the elementary level.
- **B.** When circumstances cause the administration to want a change in a teacher's building/subject/grade assignment(s), the Superintendent shall send notice to the teacher as soon as possible.

ARTICLE X- LENGTH OF SCHOOL YEAR AND SCHOOL DAY FOR TEACHERS

- **A. SCHOOL YEAR:** The school year shall consist of 183 teacher work days, two (2) of which may be parent-conference days, and three (3) days for in-service and/or record keeping, and the remainder for instruction.
 - A.1 One teacher in-service day scheduled prior to the beginning of the school year shall be designated as a day for teachers to prepare their classroom for the start of the year, and on this day, teachers shall not be required to attend more than two (2) hours of meetings or professional development.
- **B. SCHOOL DAY:** Under normal conditions, the school work day for teachers shall not exceed seven (7) hours and thirty (30) minutes as scheduled by the Board and Administration.
 - **B.1** The administration may extend the workday for professional staff meetings beyond the seven and one-half (7 1/2) hour day six (6) times per year. Such extensions of the work day shall not exceed 20 minutes.
- **C. LUNCH PERIOD:** The day shall include a one-half hour duty-free, uninterrupted lunch period. Teachers may leave the building for lunch, on an occasional basis, by permission from his/her Building Principal.
- D. PLANNING/PREPARATION TIME: Planning time will be scheduled within the school day and will be exclusive of lunch periods, early report times, homeroom, passing time, and after school dismissal. During planning time, teachers may leave the building for curricular or professional activities and emergency situations with permission of the building administrator or his/her designee. Planning time will be scheduled every school day and according to O.R.C. Exceptions to daily planning time may occur during days when special events are planned.

E. SCHOOL CANCELLATIONS: Ohio Revised Code §3313.48, mandates local school districts convert a district's school calendar measured in days to now reflect and be measured in hours. According to R.C. §3313.48, as amended, the Board of Education must be open for instruction for a minimum of: 450 hours for half-day kindergarten; 910 hours for full-day kindergarten and grades 1-6; and 1001 hours for grades 7-12 per academic year.

The Board will allow the equivalent of five (5) "calamity days", or school closings (33 instructional hours for K-12), per academic year. Any school closing made beyond the allocated five (5) days shall be declared a remote teaching day to the extent permissible by law. On days declared remote teaching days, teachers will conduct their classrooms virtually according to the guidelines provided by the administration. Additionally, teachers must provide opportunities for alternative credit for those students who are not able to access the class session due to technological barriers. Completed remote teaching days will preclude the implementation of the Board contingency plan to make up days beyond the five (5) calamity days. If remote teaching days are not permissible by law, the Board will implement its contingency plan for make-up days according to the Board approved calendar. The Board shall not be required to compensate teachers for days/hours made up, or conducted virtually, provided teachers were paid for the allocated five (5) days during the applicable pay period at the time of the school cancellations.

- **F. EARLY RELEASE:** The Board will implement at four (4) early release days for students, per year, for grade reporting and coinciding with the close of the quarterly grading periods. Additionally, the Board, at its discretion, is permitted to implement additional early release days as necessary for staff in-service training, curriculum development, preparation for conferences and/or implementation, or continuation of educational models/standards.
- **G. ACHIEVEMENT TESTING:** A teacher required to provide individual testing for a special education student or required to provide achievement testing shall work within his/her respective department or grade level to provide flexible time with the approval of the building principal.
- **H. SCHOOL CALENDAR:** The Superintendent will submit a draft copy of the proposed school calendar to the Association president and/or president-elect the week prior to the first board meeting in January. The Association shall present feedback to the board on the school calendar at the January meeting when the board conducts its annual calendar hearing. A copy of the final draft calendar to be recommended to the Board for approval shall be provided to the LTA leadership prior to the meeting scheduled for adoption.

ARTICLE XI- PERSONNEL FILES

A. ONE FILE: The Board shall maintain an official personnel file for all members of the bargaining unit in accordance with Chapter 1347 of the Ohio Revised Code.

- **B. CONTENTS OF FILE:** Such file shall contain the following:
 - **B.1** Application
 - **B.2** College Transcripts and Credentials
 - **B.3** Certificates
 - **B.4** Letters of Recommendation
 - **B.5** Evaluations
 - **B.6** Medical Information when necessary to the extent permitted by law
 - **B.7** Other relevant and pertinent information to include: letters of commendation/valor, reprimands, and emergency phone numbers.
- C. ACCURACY/RELEVANCE/TIMELINESS/COMPLETENESS OF FILE: If a member files a request pursuant to Chapter 1347 of the Revised Code disputing the accuracy, relevance, timeliness or completeness of information in such file, any grievance then in progress concerning the accuracy, relevance, timeliness or completeness of the same information shall be suspended until a determination of the request has been made.
- **D. PRIVACY OF FILE:** The personnel file shall be maintained in a secure and private area. With the exception of members of the Board, administrators acting within the scope of their duties, and bargaining unit members, other individuals requesting access to these records will do so at least twenty-four (24) hours in advance.
- **E. NOTIFICATION OF FILE CONTENTS:** Members shall be given notice when materials are placed in such file. Notice shall not be required when such material is submitted by the member or the materials are required to be placed in the file by law, regulation, or this section of the Agreement.
- **F. FAILURE TO PROVIDE NOTICE:** Failure to provide such notice shall not be grounds to have such materials removed from such file nor shall such failure preclude the use of such materials in any proceeding in which it would otherwise be lawfully admitted.
- **G. EXAMINATION AND COPIES OF FILE:** Bargaining unit members shall have the right to examine their personnel file upon reasonable request and shall be entitled to a copy of any item contained therein. The member may have an Association representative present when he/she examines his/her personnel file. At the discretion of the Superintendent, the review of such file shall be in the presence of the Superintendent or his/her designee.
- **H. RIGHT TO REBUTTAL:** Whenever an item is to be placed in a bargaining unit member's file, he/she shall have the right to examine the item, and shall have the right to place a response or rebuttal to the item in the file.
- I. NO ANONYMOUS MATERIAL: No anonymous materials shall be placed in any bargaining unit member's file.

- J. RIGHT TO GRIEVE: A teacher may file a grievance over the accuracy or truthfulness of any material placed in his/her file. If the grievance is sustained, the material shall be removed from the teacher's file.
- K. O.R.C. §3319.16 MATERIAL: Information contained in the teacher's file relevant to matters described in O.R.C. §3319.16 will be maintained in the files for a period of five (5) years, provided there have been no similar intervening offenses.
- L. OTHER DISCIPLINARY MATERIAL: Information of a less serious nature will be maintained in the files for a period of two (2) years, provided there have been no similar intervening offenses.
- **M. REMOVAL FROM FILE:** No materials shall be removed from the file except at the express written consent of the Superintendent or his/her designee.
- **N. PRE-EMPLOYMENT REFERENCES:** Pre-employment references shall be removed from the file before being reviewed by the member.
- **O. COST FOR FILE COPIES:** Costs for copies of items in the member's file requested by or on behalf of the member shall be paid by the member.

ARTICLE XII- LEAVE PROVISIONS

- A. SICK LEAVE: All certificated employees shall be entitled to earn fifteen (15) days sick leave per year at the rate of one and one-fourth (1-1/4) days per month. Teachers who sever employment after completion of the school year shall be entitled to credit for sick leave days to be awarded for July and August. The maximum accumulated sick leave shall not exceed 510 days.
 - A.1 Teaching employees may use sick leave for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, pregnancy, adoption of a child, or injury in the employee's immediate family. This is in accordance with §3319.141 of the Revised Code of the State of Ohio. Immediate family is defined for this and all other leave clauses as follows: mother, father, brother, sister, son, daughter, grandparents, the corresponding-in-laws, spouse or person with whom employee makes his/her home. Use of sick leave for the adoption of a child shall not exceed twenty (20) days except when the child is ill or injured.
 - **A.2** Bargaining unit members shall make an official request for sick leave use certifying that sick leave was used in accordance with the Ohio Revised Code. To facilitate efficient payroll processing, and when practical, members are encouraged to submit sick leave requests prior to the actual utilization of such leave, and when impractical,

members utilizing sick leave should submit the formal request of utilization as soon as possible. Falsification of sick leave forms may be considered as reason for termination of contract.

- **A.3** Bargaining unit members are encouraged to schedule elective surgery for themselves so as to minimize disruption of the education process.
- **A.4** Bargaining unit members are permitted to use one sick day per contract year to attend the funeral of an aunt or uncle. An obituary notice must be submitted to the treasurer's office, or attached to the electronic leave request.
- A.5 Upon written request, a pregnant bargaining unit member shall be permitted to use accumulated sick leave upon the birth of their child occurring during the school year. This maternity related usage, absent of medical information to the contrary, shall commence on the day of birth, and last six (6) weeks for a normal delivery, and eight (8) weeks for a caesarean delivery. Requests to utilize available sick leave beyond the time frames articulated herein, must be medically necessary and accompanied by physician documentation substantiating the need. Notification of the condition of pregnancy must be made to the superintendent no later than the beginning of the 7th month, accompanied by the attending physician's documentation certifying the condition of pregnancy.
- A.6 A bargaining unit member who is an expectant father shall be permitted to use up to ten (10) days of their accumulated sick leave upon the birth of his child occurring during the school year with the leave commencing on the day of birth. Requests to utilize further sick leave beyond the ten (10) days must be in accord with O.R.C. §3319.141, be medically necessary, and be accompanied by physician documentation. Notification of the intent to use said leave must be made at least 30 days prior to the first day of the anticipated leave, and be accompanied by the attending physician's documentation certifying the condition of pregnancy.
- **A.7** Any leave occurring during the course of a holiday and/or school recess, is calculated as part of the six (6) or eight (8) weeks, and shall run concurrently.
- A.8 If a bargaining unit member qualifies for unpaid leave under the Family Medical Leave Act (FMLA), such FMLA leave will run concurrently with a member's utilization of accumulated sick leave. Availability of FMLA leave shall be governed by applicable federal law. During the unpaid portion of the leave authorized under FMLA, the member is responsible to remit to the Treasurer's Office the employee's share of the insurance premiums for the program(s) in which they are enrolled.
- **A.9** Childbirth related sick leave use, beyond one's permissible leave as described herein, inclusive of available FMLA leave, shall be governed by Article XII, Section D: Dependent Care Leave.

A.10 SICK LEAVE BANK

- **A.10.1** A bargaining unit member may donate one (1) day of accumulated sick leave to another bargaining unit member who has exhausted his/her sick leave. The day to be donated shall be deducted from each participating bargaining unit member's accumulated sick leave.
- **A.10.2** Use of donated sick leave will be considered only after the individual has used all of his/her accumulated sick leave and personal leave days.
- **A.10.3** A doctor's statement is required with the application to use donated sick leave days. Both will be given to the LTA President or President-elect. The LTA President and President-Elect shall approve the possible use of donated sickleave days.
- A.10.4 The bargaining unit member requiring additional sick leave days shall be responsible for requesting donated days from other members. Bargaining unit members donating a day of their accumulated sick leave must sign a form giving authorization to deduct one (1) day from their accumulated sick leave. The LTA will promptly inform the administration of the identity of the donating bargaining unit member(s) whose day(s) have been utilized by submitting a copy of the signed application form to the Treasurer prior to use of borrowed days.
- **A.10.5** The LTA is responsible for and must resolve any and all disputes between or among its members arising from the donation of sick days and shall indemnify and hold the Board harmless for any and all claims against the Board arising from such a dispute.
- **A.10.6** The maximum number of transferred days per school year for the entire bargaining unit shall not exceed twenty (20).

B. FUNERAL LEAVE

- **B.1** Members of the LTA bargaining unit shall be granted up to a maximum of three (3) funeral days per year for a death in the employee's immediate family. Immediate family is defined as follows: mother, father, brother, sister, son, daughter, grandparents, grandchild, the corresponding-in-laws, spouse or person with whom the employee makes his/her home.
- **B.2** An obituary notice may be required. Falsification of funeral leave may be considered as grounds for termination of contract.

C. PERSONAL LEAVE

- C.1 Members of the LTA bargaining unit shall be granted three (3) unrestricted personal leave days. Personal leave cannot be taken the day before and/or the day after a weekday in which school is not scheduled, a holiday, recess or vacation to include Thanksgiving, Christmas, Spring or Summer or on Parent/Teacher Conference Days; except as permitted in C.5 herein. Should an emergency arise, such days may be granted by the Superintendent. Emergency is defined as follows: fire, theft, flood, tornado, earthquake or court appearance.
- **C.2** Unless there is an emergency situation, members shall request use of personal leave at least forty-eight (48) hours in advance.
- **C.3** Any personal leave days not used by the end of the school year shall be converted to sick leave days and may be accrued.
- C.4 No more than ten percent (10%) of all teachers in each building shall be granted personal leave on any given working day during the months of May and June on a first come first serve basis. Personal leave days cannot be used to extend a school scheduled vacation, even if a pay deduct day is used; except as permitted in C.5 herein. Should extenuating conditions arise such days may be granted by the Superintendent.
- **C.5** A bargaining unit member who has a accumulated sick leave balance of 100 days or more as of August 1st of each year, may use personal leave adjacent to a school recess or holiday, excluding the first/last day of the school year and parent-teacher conferences.
 - **C.5.1** The use of a personal leave against a school recess/holiday, as identified herein, cannot be combined with a deduct/dock day in the leave request to extend the desired leave.
 - **C.5.2** The use of such leave shall be limited to a maximum of 2 members per building on any given day. The restrictions identified in C.4 of this article shall apply to such requests to use a personal day adjacent to a school recess/holiday.

D. DEPENDENT CARE LEAVE

- **D.1** An unpaid leave of absence shall be granted for dependent care purposes to members of the bargaining unit on the following basis (dependent shall be defined as "immediate family" as in Article XII, Section A.1).
 - **D.1.1** Notification of the Superintendent of the intent to utilize dependent care leave, 30 days prior to the effective date of the leave.

- D.1.2 The leave of absence shall be granted for a portion of the year, or the remainder of the school year. When a teacher is granted a leave of absence for the remainder of the year; upon request, the teacher shall be granted additional leave for any portion of the following school year provided he/she notifies the Superintendent of the period of time requested by July 10th. The Board will expect confirmation of the teacher's intent to return at the end of the leave. If the teacher fails to return at the end of his/her leave, he/she shall be deemed to have resigned. The Board may grant, upon request, an additional one-year leave of absence under certain unforeseen circumstances.
- **D.1.3** Upon his/her return he/she will be placed in the same, or similar, position for which he/she is certified. All benefits shall be reinstated upon his/her return. He/she shall not advance an increment unless he/she taught at least 120 days of the school year in which his/her leave commenced.
- **D.1.4** Time spent on such leave shall not be construed as a break in service; nor shall such time spent on leave advance the member of the bargaining unit on the salary schedule or count towards seniority.
- **D.1.5** An employee on leave shall notify the District Treasurer prior to April 1st preceding the date of his/her return from leave.
- **E. ASSAULT LEAVE:** The Board of Education will grant assault leave of up to a maximum of fifteen (15) days to a teacher who is absent due to physical disability resulting from a physical attack sustained while performing duties in the service of the school district.
 - **E.1** The granting of assault leave is subject to the following limitations:
 - **E.1.1** The physical attack must occur on school property acting within the course of his/her employment, or at a school sponsored activity.
 - **E.1.1.1** "Physical attack" is defined as the intentional and unlawful touching of an employee of the Board of Education so as to cause actual physical disability. "Physical attack" does not include the intentional or negligent infliction of emotional harm to an employee of the Board of Education.
 - **E.1.1.2** "Physical Disability": The substantial and material impairment of the employee's ability to perform any substantial part of his/her ordinary duties. "Physical disability" does not include the mental impairment of the employee's ability to perform his/her ordinary duties. In all cases, the Board of Education shall determine whether the employee has suffered a substantial and material impairment of his/her ability to

perform any substantial part of his/her ordinary duties. This determination by the Board shall not be arbitrary or capricious.

- **E.1.2** If the attack occurs at other than the above places, it must be related directly to an action or decision made by the employee in the course of performing Board of Education or administrator assigned duties.
- **E.1.3** An employee claiming assault leave must make application on Board of Education forms.
- **E.1.4** A physician, designated by the Board of Education, must certify the existence of a disability that requires absence from duty.
- **E.1.5** All earnings paid to an employee under an authorized assault leave shall be in lieu of lost-time benefits payable under Worker's Compensation insurance.
- **E.2.** Assault leave granted under rules adopted by the Board of Education shall not be charged against sick leave earned or earnable under the sick leave provision of the agreement.

F. PROFESSIONAL LEAVE

- **F.1** Certified staff members shall be granted leave with pay up to one (1) day to attend a convention or meeting related to his/her teaching assignment for the purpose of improving classroom instruction. The Board may approve additional days and may provide reimbursement for expenses incurred.
- **F.2.** Request for such leave must be submitted to the Superintendent at least five (5) days before professional development event.
- **F.3** No more than two teachers at any elementary building, nor two (2) from any department or three (3) teachers from the middle school nor two (2) from any department or three (3) teachers from the high school shall be granted professional leave except by approval of the Superintendent. No professional leave shall be granted during the month of May except by approval of the Superintendent. Proof of attendance may be required by the administration.

G. EXTENDED LEAVE OF ABSENCE FOR ILLNESS, DISABILITY, OR PERSONAL REASONS

G.1 The Board shall grant to a member of the bargaining unit, upon written request, a leave of absence for personal illness, or other disability for a period of not more than two consecutive school years.

Upon subsequent requests, the Board may grant additional leaves of absence for disability and personal illness.

- **G.2** Members of the bargaining unit may be granted an extended leave of absence for the following reasons:
 - **G.2.1** For further education
 - **G.2.2** Health reasons
 - **G.2.3** Personal reasons
- **G.3** Qualifications for such leave:
 - **G.3.1** Five (5) years or more service in the district.
 - **G.3.2** Application stating the reason must be made in writing to the Superintendent at least 90 days prior to the school year of the leave.
 - **G.3.3** The length of the leave must be specified as either for a semester or a full school year.
- **G.4** A second year of leave may be applied for and granted by the Board.
- **G.5** It is the responsibility of the teacher on leave to notify the Superintendent no later than March 31st of his/her intentions for the upcoming school year.
- H. SCHOOL BUSINESS LEAVE: Each teacher who is requested by the district to perform professional responsibilities in the name of the district outside of the regular place of assignment (the school building) such as, but not limited to, North Central Evaluations for other districts, grading for the Trumbull County Board, or representing the district at county-wide meetings, shall be able to do so upon the approval of the Superintendent and acceptance of the assignment by the teacher but with no loss of personal leave or professional leave.
- I. CONTINUATION OF INSURANCES WHILE ON UNPAID LEAVE: A teacher on any unpaid leave may maintain all medical insurance benefits provided bargaining unit members at his/her cost. Payment must be made to the Treasurer or his/her designee thirty (30) days in advance of the month for which the benefits are purchased. During the term of this contract, if the life insurance benefits become available for persons on leave, they will be added.
- **J. FAMILY AND MEDICAL LEAVE:** A bargaining unit member shall have the right to apply for and be granted family and medical leave in accordance with 29 U.S.C. §2601 et. seq.
- **K. LEAVE REQUESTS:** When an employee intends to use available leave, as identified herein,

- they must notify their immediate supervisor, or designee. Bargaining unit members shall apply for leave, as applicable, and under the guidelines governing said leave, via the human resources software utilized by the District.
- L. SALARY DEDUCT/DOCK DAY: Bargaining unit members are permitted one salary deduct day per contract year that can be used adjacent to a holiday or school recess. No more than two (2) bargaining unit members in the district may utilize a salary deduct day at one time.

ARTICLE XIII- REDUCTION IN FORCE (hereinafter RIF)

- A. REASONS FOR REDUCTION IN FORCE: If the Board determines that it is necessary to reduce the number of bargaining unit positions under reasons outlined in O.R.C. §3319.17, or due to a reduction in state funding, as determined by the District's annual state foundation funding as of the second foundation payment in February, over the previous year, or a reduction in the local real estate tax, personal tangible property tax and the state property tax allocation (Rollback/Homestead Exemption) combined over the previous year as certified by the Department of Tax Equalization by March 1, or the closing of a school (Bascom Elementary), then it shall do so by suspending the contracts of bargaining unit members using the procedures outlined herein:
- **B. NOTIFICATION TO LTA PRESIDENT:** The Board shall notify the LTA President that a reduction is necessary for the next school year thirty (30) days prior to its occurrence. That notice shall identify the number of positions to be affected by the RIF.
- **C. ATTRITION:** The Board shall attempt to keep such reduction to a minimum by means of attrition; i.e., not replacing employees who resign or retire, or not replacing teachers who are non-renewed under O.R.C. §3319.11.
- D. SENIORITY LISTS: All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority. Teachers with continuing contracts shall be given preference over limited contract teachers. The LTA shall also be provided a copy of all seniority lists by February 1st.
- **E. SENIORITY DEFINED:** Seniority will be defined for this and all other parts of the contract as the length of continuous service as a certificated employee under regular contract in this district. Employment under contract as a certificated employee for 120 days or more in any school year shall constitute one year of continuous service. Bargaining unit members employed on a part-time basis shall accrue seniority in proportion to their FTE (Full-Time Equivalency) status.

- **E.1** Board approved leaves of absence or time on the recall list due to reduction in force will not count toward seniority, but time spent on such a leave shall not interrupt continuous service.
- **E.2** If two or more teachers have the same length of continuous service, seniority will be determined by:
 - **E.2.1** Greater seniority awarded to the teacher with the earlier date of the Board meeting at which the teacher was hired.
 - **E.2.2** If the members of the bargaining unit were hired at the same Board meeting then greater seniority will be awarded the teacher with the earlier date the teacher signed his/her initial employment contract in the district.
 - **E.2.3** Any remaining ties will be broken by lot.
- F. ORDER OF RIF: Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification.
 - **F.1** With respect to OTES bargaining unit members, the Board shall not use seniority in determining contract suspensions except as specified herein, but shall proceed to suspend contracts for teachers based upon evaluations of those who have been evaluated in accordance with the Board-adopted, standards based evaluation policy and provisions of the collective bargaining agreement. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.
 - **F.2** For the purposes of reductions in force, comparable evaluation will be determined by the teacher's effectiveness rating as defined by the categories/ratings in with Board policy no. 3220, Standards Based Teacher Evaluation, and O.R.C. §3319.112.
 - **F.3** When the position(s) to be eliminated or reduced in part to accomplish reductions in force has been determined, the following order shall be followed to determine the order of suspending contracts of bargaining unit employees:
 - **F.3.1** Limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - **F.3.1.1** Comparable evaluations as defined in accordance with provisions of this agreement.

- **F.3.1.2** When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
- **F.3.2** Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - **F.3.2.1** Comparable evaluations as defined in accordance with provisions of this agreement.
 - **F.3.2.2** 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.
- **F.3.3** For bargaining unit members not subject to the Board's standard based evaluation policy (non-OTES bargaining unit members), seniority and contract status shall prevail.
 - **F.3.3.1** Certification and system-wide seniority shall be the exclusive criteria of any layoff.
 - **F.3.3.2** Unit members who are subject to being laid off have the right to bump unit members with less seniority in other teaching areas subject to the following stipulations:
 - **F.3.3.2.1** The unit member who bumps must be properly certificated/licensed in the teaching area which he/she intends to bump into.
 - **F.3.3.2.2** The unit member who bumps must bump the least senior unit member in the teaching area which he/she intends to bump into.
- **G. RECALL FROM RIF:** The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list. Teachers who are on the recall list will remain on the recall list for three (3) years beginning with June 30 of the year of the RIF. Teachers on the recall list will have the following rights:
 - **G.1** No new teacher will be employed by the Board while there are teachers on the recall list who are certificated for any vacancy.

- **G.2** Teachers on the recall list will be recalled for vacancies in areas for which they are certificated with continuing contract employees being given preference over limited contract teachers. Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations.
- G.3 If a vacancy occurs, the Board will send an announcement via certified mail to the last known address of the most senior teacher on the recall list who is certified for the position. It is the `teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven (7) calendar days. Any teacher who fails to respond within seven (7) calendar days or declines to accept the position shall be removed from the recall list.
- **G.4** A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.
- G.5 A teacher on the recall list has the right to refuse an offer of a position which is less than full-time, and remain on the recall list. If the teacher accepts a position that is less than full-time and a full-time position for which the teacher is certified becomes vacant, the teacher will be offered the full-time position before it is offered to the next person on the recall list or a non-bargaining unit member. Any teacher who accepts full-time employment as a teacher in another school district while on the recall list shall void his/her recall rights.
- **G.6** This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.
- **G.7** A teacher on the recall list is entitled to purchase the insurances provided all members of the bargaining unit in compliance with the provisions of COBRA.
- **G.8** The president of the LTA shall be provided with a copy of the recall list within seven (7) school calendar days, or during the summer recess, days when the Central Office Administration Building is open for business, of the reduction. Any time a change is made on the recall list, the LTA president shall be notified.
- **H.** Comparable evaluations are defined as a teacher's summative evaluation rating, as identified in Board policy 3220 and in accordance with Ohio Revised Code §3319.112.

ARTICLE XIV- CONTRACT RENEWAL PROCEDURE

A. Non-renewal of teachers' limited contracts shall be governed by the specific provisions of this Article and shall supercede all provisions of the Ohio Revised Code to the full extent permitted by law.

- A.1 Limited Contract teachers first employed by the LaBrae Local Schools after June 1, 2017, shall, for the first two (2) years of employment, be subject to non-renewal of employment for any non-performance based reason not specifically prohibited by law at the discretion of the Board of Education without recourse to either the statutory hearing process set forth in O.R.C. §3319.11 or the grievance process of Article V of this Agreement. Limited Contract teachers subject to this paragraph shall be evaluated in accord with either O.R.C. §3319.111 or §3319.112 as applicable, and shall be given written notice of non-renewal by the date mandated in O.R.C. §3319.11. All individual limited contracts issued during the first two (2) years of employment shall be in accord with this paragraph.
- A.2 Limited Contract teachers not covered by Section A.1 of this Article shall be subject to non-renewal in accordance with O.R.C. §3319.11. Limited Contract teachers employed by the LaBrae Local Schools for more than two (2) years may seek relief from non-renewal either under Article V, Grievance Procedure, or under the Ohio Revised Code procedure of Section 3319.11 but, upon initiating either procedure, shall be limited to that process only.
- **B.** Decisions regarding the non-renewal of a bargaining unit member's contract may be informed by the member's educator evaluation in accord with his/her standards based evaluation issued pursuant to the applicable Board evaluation policy promulgated under O.R.C. §3319.111 or O.R.C. §3319.112.

ARTICLE XV- INSURANCE

- **A. HEALTH INSURANCE:** The Board will provide hospitalization insurance to bargaining unit members through the medical plan options provided by the Trumbull County Schools Employees Insurance Consortium (hereinafter "Consortium") in the following manner:
 - A.1 Bargaining unit members shall have access to the insurance programs offered by the Consortium in which the member was enrolled for calendar year 2022 through December 31, 2022. Effective January 1, 2023, the medical hospitalization insurance provided by the Board to bargaining unit members, as made available through the Consortium, will be the following two (2) coverage options, each offered through a four (4) tier premium rate structure of employee coverage, employee/spouse coverage, employee/child(ren) coverage, or family coverage. The bargaining unit member's premium contribution will be determined by active employment status, plan enrollment, and coverage status.
 - **A.1.1** Bargaining unit members desiring health insurance coverage, including prescription drug coverage, may choose the traditional PPO plan and will be required to pay a ten (10%) percent premium contribution to be made each month by payroll deduction.

- A.1.2 Bargaining unit members desiring health insurance coverage, including prescription drug coverage, may choose the High Deductible Health Plan, hereafter HDHP, coupled with a Health Savings account, or HSA, offered by the Consortium, and shall contribute zero (0%) percent toward the monthly premium. Eligible bargaining unit members choosing the High Deductible Health Plan, subsequently may change to the traditional PPO plan only during the annual open enrollment period, or in response to a major change recognized by the insurer as a "catastrophic change", such as due to death of a spouse, divorce, marriage, etc., and upon reverting to the traditional PPO plan, the employee shall pay ten (10%) percent of the monthly premium costs by payroll deduction.
- A.2 For bargaining unit members choosing to enroll in the High Deductible Health Plan, hereafter HDHP, coupled with a Health Savings Account, or HSA, the Board will contribute an agreed upon dollar amount of the applicable deductible, single or family, to the bargaining unit member's HSA in the first three calendar years of enrollment. Should the bargaining unit member choose to enroll in the HDHP for a second year during an open enrollment election period, the member is required to be enrolled for a third year.
 - **A.2.1** For bargaining unit members choosing to enroll the HDHP, the Board will contribute the following amounts at the beginning of the annual benefit period. The stated dollar denominations herein will adjust accordingly should HDHP deductible levels change.
 - **A.2.1.1** First Annual Contribution: 60% of applicable deductible; {\$900 contribution (single) or \$1,800 contribution (family)}.

Second Annual Contribution: 50% of applicable deductible; {\$750 contribution (single) or \$1,500 contribution (family)}.

Third Annual Contribution: 50% of the applicable deductible; {\$750 contribution (single) or \$1,500 contribution (family)}.

The Board will not make contributions to a member's HSA after contributing its 50% share of the deductible in the third year of enrollment in the HDHP.

A.2.1.2 For new members employed at the beginning of the school year, the Board will contribute a prorated annual contribution of the applicable deductible at the 60% contribution rate (September 1st through December 31st). This prorated shall not be counted toward

the limit on Board contributions to the bargaining unit member's HSA.

- **A.2.1.3** For new members employed after January 1st, and prior to the conclusion of the school year, the Board will contribute a prorated annual contribution of the applicable deductible at the 60% contribution rate, and this contribution shall count as the first of two annual contributions should the member remain enrolled in the HDHP.
- A.2.1.4 A bargaining unit member who is enrolled in the HDHP/HSA and having received contributions by the Board to their HSA account, and chooses to enroll in the traditional PPO plan during the next open enrollment period, who at a future open enrollment period re-enrolls in the HDHP/HSA plan, is only eligible for the balance of the three annual contributions that were not paid previously.
- **A.3** Premium holidays shall be defined as the month(s) when the Consortium does not require member districts to remit insurance premium payments. When said "premium holidays" are declared by the Consortium, there will be no insurance premium payroll deductions required of bargaining unit members.
- A.4 Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which will include an employee funded flexible spending account up to the maximum permitted by law. This FSA will allow eligible bargaining unit members to use pre-tax dollars to pay non-reimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependent care expenses as allowed under Section 125 of the Internal Revenue Act of 1978. All administrative costs of the Section 125 Plan shall be paid by the Board. Election for this plan can be made only once per year.
- A.5 Prescription drug coverage is included with each of the PPO coverages, the traditional PPO plan and the HDHP, and may not be utilized separate from the PPO nor may the PPO coverage be utilized without the accompanying drug coverage of the specified plan.
- A.6 Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through the spouse's employer which costs the spouse less than the monthly premium level established by the Consortium. If such coverage is available, the eligible bargaining unit member's spouse must enroll in at least single coverage from his/her employer for the bargaining unit employee to be eligible for coverage from the Board. Effective January 1, 2022, the spouse of a member who has access to health insurance coverage

through a retirement health insurance benefit, or a Medicare affiliated benefit, for less than the spousal exclusion threshold, must enroll in their available retirement plan or eligible Medicare plan. Falsification of spousal coverage information shall be grounds for discipline, including discharge. Note: As of January 1, 2020, the Consortium spousal exclusion threshold was \$250 per month.

- **A.6.1** When a bargaining unit member, or their spouse, is enrolled in an HSA any coordination of benefits is prohibited by law.
- A.7 Eligible bargaining unit members who have a spouse who is both employed and eligible for coverage with another Consortium member district shall either each obtain a single coverage policy from their respective districts or may select family coverage from the district where the employee with the earliest birth date in the year is employed (i.e., the birthday rule). Neither spouse is eligible to participate in the "optout" provision below.
- A.8 Eligible bargaining unit members who choose to forgo their right to coverage shall receive an "opt-out" benefit in the amount of twelve (12%) percent of the annual premium costs of the most expensive PPO alternative for which they were eligible and/or twelve (12%) percent of the annual premium costs of dental and/or vision coverage (according to which coverages the employee chooses to "opt-out") during the month of February following the calendar year of non-participation. Bargaining unit members who forego their right to coverage but are receiving health insurance coverage from the Trumbull County Schools Insurance Consortium as part of family coverage are not eligible for the "opt-out".
- A.9 An eligible bargaining unit member that has declined the available coverages under this contract who suffers a significant life change (e.g., divorce, birth of a child, etc) shall thereafter have the right to select and receive coverage from among the PPO's for which they are eligible under the previous provisions of this Section and in accord with the requirements of the insurer. Any "opt-out" payments shall be reduced proportionately to the time that coverage is thereafter extended; and, if an overpayment has occurred, the bargaining unit member shall remit such overpayment to the Treasurer within thirty (30) days of extension of coverage to him/her.
- A.10 If the Consortium adopts health risk assessment programs as provided by and recommended by the insurance carrier, each bargaining unit member and their dependents must participate by completing assessment questionnaires and/or participate in routine testing. Although bargaining unit members would be encouraged, based upon their assessment/testing results to participate in health improvement programs and/or disease management programs as part of this health coverage package, they would not be required to do so.

- **A.11** All employees will be required to provide (spouse and child) eligibility documentation as required by the Trumbull County Schools Insurance Consortium.
- **A.12** Bargaining unit members shall be provided dental insurance with a maximum benefit per person each calendar year of \$1,500.00 with opt-out payment rights as described above.
- **A.13** Bargaining unit members shall receive vision insurance offered by the Consortium with opt-out payment rights as described above.
- **A.14** In order to receive the "opt-out" payment, a teacher must complete his/her contract for each school year. Any unpaid leave of absence in excess of sixty (60) workdays in total during the school year shall make the employee ineligible for receipt of the stated amount.
- **A.15** It shall be the responsibility of the teacher to notify the Treasurer's Office in writing during the month of September in the first year of the contract and in August of the remaining years of the contract if he/she desires to withdraw from the insurance program for that school year.
- **A.16** Payment of the non-use incentive shall be made to the teacher in the second payroll of February after the conclusion of the calendar year of non-participation.
- **B. LIFE INSURANCE:** All bargaining unit members will receive \$50,000.00 worth of life insurance with the Board paying 100% of the premium.
- **C. CERTIFICATES OF INSURANCE:** The members of the bargaining unit shall be provided with booklets explaining the provisions of the current insurance package.
- **D. INSURANCE CONTRACT PROVIDED:** The Board will provide a copy of any contract between an insurance provider and the Board that affects members of the bargaining unit that is renewed or changed during the term of this agreement.
- E. CONTINUATION OF INSURANCE ON UNPAID LEAVE OR ON RECALL LIST: Any bargaining unit member on unpaid leave of absence or on the recall list may maintain any or all of the above group insurance programs by submitting payment for those applicable programs to the Treasurer of the district by the first day of the month preceding the month the insurance programs are wanted. This shall be in compliance with Article XII, Section I.

ARTICLE XVI- SEVERANCE PAY

A. ELIGIBILITY: Severance pay shall be a one-time lump sum payment to eligible members of the LTA bargaining unit under either of the following provisions:

- **A.1** The teacher retires from the school system.
 - **A.1.1** To be eligible to receive minimum severance pay benefits, the teacher must meet the criteria provided under §124.39 of the Ohio Revised Code. To receive the additional benefits as calculated below, the teacher must have been employed for seven or more years by the LaBrae Local School District.
 - **A.1.2** Teachers who qualify under these terms described above, must have submitted their declaration of intent to retire and a resignation to the Board.
- **A.2** The teacher resigns with fifteen (15) or more years' service in the LaBrae Local School District.
- **B. FORMULA FOR BENEFIT:** Each teacher may claim as severance pay twenty-five (25%) percent of his/her unused accumulated sick leave days to a maximum of 100 days paid.

C. SCHEDULE OF SEVERANCE PAYMENT

- **C.1** Payment of severance shall be in accord with IRS standards; generally within 2.5 months after the final date of employment but only after verification from STRS that the employee has, in fact, applied for and been accepted for retirement by STRS.
- **C.2** In the event of resignation after 15 or more years of service, payment of severance shall be in accord with IRS standards; generally within 2.5 months after the final date of employment and after the employee has submitted an irrevocable resignation to the Board and the Board has acted to accept the resignation.
- D. SEVERANCE ELIMINATION OF SICK LEAVE: Severance payment for accrued, but unused sick leave shall be considered to eliminate all sick leave credit accrued by the teacher at that time.
- **E. SEVERANCE PAYMENT UPON DEATH:** Should a member, eligible for severance pay, die, then the severance check shall be made payable to the member's estate.
- **F. CALCULATION OF SEVERANCE:** The method of calculation shall be the per diem rate of the member's teaching salary, which is comprised of the member's base salary plus the salary payment for earned graduate hours noted in Appendix D: Supplemental Schedule, in the year of severance.
- **G. RETIREMENT NOTIFICATION:** Any bargaining unit member who submits a letter of resignation for retirement purposes, and upon which the Board has acted to approve said letter prior to December 1st, shall receive a payment of \$2,000 included in the member's severance payment.

ARTICLE XVII- PAYROLL DEDUCTIONS AND PRACTICES

A. PAY PERIODS

- **A.1** Bargaining unit members shall receive their pay normally in 26 equal installments every other Friday.
- **A.2** When payday falls on a bank holiday, the pay shall be received the day prior to the bank holiday, with the exception of January 1st, due to tax and budgetary reasons.
- A.3 The parties recognize that every five or six years, it is necessary to have a one week delay in issuing one of the biweekly salary checks—a three week interval between checks instead of the usual two. The parties recognize this is a necessary occurrence because the normal calendar year consists of 365 days and must be adjusted every four years (leap year) by the addition of one day to keep abreast of the solar year. The agreed 26 biweekly payment plan is based on a 365 day year (52 weeks of seven days each equals 364 days) which does not exactly fit the biweekly 26 pay plan. Adjustment is also recognized as required every five or six years to keep abreast of the 365/366 day calendar years (leap years). The Treasurer shall determine the year and the particular pay when this adjustment is to be made. The Treasurer shall issue notice to all bargaining unit members of the payroll action forty-five (45) days prior to the pay adjustment.
- **B. PAYROLL DEDUCTIONS:** The Treasurer of the Board shall make deductions for the following:
 - **B.1** Federal Income Tax
 - **B.2** State Income Tax
 - **B.3** Ohio Local Income Tax
 - **B.4** State Teachers' Retirement System (employee contribution and purchased service)
 - **B.5** Professional Dues and Service Fees
 - **B.6** Tax Sheltered Annuity
 - **B.7** Employee purchased additional term life insurance
 - **B.8** Employee deferrals in District sponsored §125 cafeteria plan
- **C. DIRECT DEPOSIT:** All contracted employees shall receive their pay via direct deposit. Employees shall authorize the direct deposit of the employee's compensation into the

- schools depository institution to be used as a conduit for distribution to the employee's choice of their depository institution(s) and execute the required documentation. Payroll funds shall be timely deposited so as to have accessibility to the funds on the pay date.
- D. AUTHORIZATION CLAUSE: If for any reason the Board fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the employee. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction or service fee procedure. The Association agrees to assume full responsibility for correcting any and all errors arising out of the dues deduction and/or service fee process.
- E. SUPPLEMENTAL PAY: Bargaining unit employees who have supplemental contracts that encompass work performed for less than the entire school year and whose supplemental contract compensation is in excess of \$2000.00, shall be paid in two (2) installments with the first check to be paid upon completion of half of the scheduled season activities and the final payment at the end of the service and upon submission of the Athletic Director and/or Building Principal's authorization to release payment. No compensation shall be paid unless all proper documentation has been received.

ARTICLE XVIII- SALARY SCHEDULES

- **A. PLACEMENT ON SCHEDULE:** Bargaining unit members shall be paid according to their years of experience and training and placement on the attached indexed salary schedule. All certification information must be turned in to the Superintendent's office no later than August 31st for placement on the new contract year salary schedule.
 - **A.1** A bargaining unit member who has obtained a Bachelor's Degree shall be placed according to his/her years of experience on the BA Column of the Teachers' Indexed Salary Schedule.
 - A.2 A bargaining unit member who has obtained a five (5) year degree or its equivalent with at least 150 semester or 225 quarter hours (or combination thereof) shall be placed according to his/her years of experience on the BA+150 Column of the Teachers' Indexed Salary Schedule.
 - **A.3** A bargaining unit member who has obtained a Master's Degree shall be placed according to his/her years of experience on the MA Column of the Teachers' Indexed Salary Schedule.
 - A.4 A bargaining unit member who has obtained a Master's degree mid-year shall be placed on the MA Column of the Teachers Indexed Salary Schedule according to his/her years of experience. To be placed on the salary schedule all necessary information must be submitted to the Superintendent's office by January 15th.

Documentation shall be official transcripts. A copy of MA degree or official letter from Dean of University can be submitted should transcripts not be available by January 15.

B. BASE SALARY: The B.A. base salary (1.000, BA Column -Step 0) as presented in Appendix C for the duration of this contract is as follows:

2022-2023	2% Base Increase	\$36,222
2023-2024	2.25% Base Increase	\$37,037
2024-2025	2.25% Base Increase	\$37,870

- **C. SUPPLEMENTAL SALARIES:** Supplemental contracts for (Appendix D) 2022-2025 shall be calculated on the negotiated base salary as outlined in Article XVIII, Clause B and paid according to the attached Supplemental Salary Schedule (Appendix E).
 - **C.1** Guidance Counselors in the district shall receive a stipend for their extended time services that is equal to their per diem rate, calculated on the counselor's total salary in accordance with the effective salary schedule, including the Supplemental Schedule, Appendix D. Guidance counselor extended days are allotted as follows:

Counselor Grades 10-12: 20 extended days Counselor Grades 6-9: 11 extended days Counselor Grades K-5: 11 extended days

The counselors are permitted to use a portion of their extended days as "flex" days for the purposes of counseling work beyond the bargaining unit member's typical contracted day, excluding parent-teacher conferences, in the manner articulated herein. The counselor for grades 10-12 may use two (2) flex days during the school year, and five (5) flex days during the summer. Counselors for grades K-9 may use one (flex) day during the school year. Flex days may not be used for less than half-day increments.

- **C.2** Extended time services for the Career Based Intervention program shall be compensated at a rate equal to the per diem rate calculated on the instructor's total salary in accordance with the effective salary schedule, including the Supplemental Schedule, Appendix D, for a maximum of 20 extended service days per contract year.
- **C.3** Extended time services for the marching band program shall be compensated at a rate equal to the per diem rate calculated on the instructor's total salary in accordance with the effective salary schedule, including the Supplemental Schedule, Appendix D, for a maximum of 20 extended service days per contract year.
- **D. LONGEVITY STEPS:** See attached salary schedules.

E. MENTORING PROGRAM

E.1 Supplemental stipends shall be paid to bargaining unit members serving as mentor teachers in the Ohio Resident Educator Program, and according to the following schedule:

E.1.1 Mentor Teacher

- **E.1.1.1** For mentees enrolled in years 1 and/or 2 of the Resident Educator Program, the mentor teacher shall be paid 2.0% of the Base Salary (BA Step 0) per mentee assigned.
- **E.1.1.2** For mentees enrolled in year 3 and/or 4 of the Resident Educator Program, the mentor teacher shall be paid 1.25% of the Base Salary (BA Step 0) per mentee assigned.

E.1.2 Lead Mentor: 2.25% of the Base Salary (BA Step 0)

E.2 Payment shall be made to mentor teachers during the first payroll period in June.

F. SLO COMMITTEE MEETINGS

- **F.1** Student Learning Objective, or SLO, committee meetings are to be scheduled for the purpose of reviewing and approving teacher submitted SLO's. Meetings are to be scheduled according the deadlines determined by the committee members in accordance with particular grade level needs for grades K-5 and grades 6-12.
- **F.2** Committee meetings shall be scheduled at a time outside of the bargaining unit member's defined work day.
- **F.3** Certificated/licensed committee members shall be compensated at a rate of \$25 per hour for meeting time, and cumulative compensation shall not exceed \$350 per member in a year.

G. INTERNAL SUBSTITUTING

- **G.1** In the event that a regular classroom teacher is required to substitute for another faculty member during a teaching or planning period, he/she will be paid \$25.00 per period.
- **G.2** K-5 instructional staff shall be paid according to the schedule provided below:
 - Less than 5 students assigned to a class, pay \$25
 - 5 or more students assigned to a class, pay \$45

- If pulled for ½ day, pay \$45
- If pulled for a whole day, pay per diem sub rate
- Covering during their planning \$25
- **G.3** No payment will be made to study hall teachers who are assigned the above mentioned responsibilities for the first classroom of students placed in his/her study hall. However, if more than one classroom of students is placed in a teacher's study hall, then he/she will be compensated as set forth above.
- **G.3** Payment will be made at the end of each semester.

ARTICLE XIX- PROFESSIONAL DEVELOPMENT REIMBURSEMENT

- A. A bargaining unit member who is upgrading a license, renewing a license, transitioning or adding areas of licensure/certification with the Superintendent's approval, through an accredited college or university (approved by the Superintendent and LPDC President) or earns graduate credit from enrollment in courses from an accredited college or university for the purposes of professional learning, shall receive a tuition stipend or payment from the Board upon successful completion of such work. The Board will pay up to \$300.00 per semester hour with a maximum of \$950 per employee and a maximum of \$20,000 annually for the entire participating bargaining unit.
- **B.** Quarter hours will be converted to semester hours using a 3 quarter hours to 2 semester hour ratio.
- C. Only successful completion of graduate coursework designed for professional learning, or graduate level courses or undergraduate courses which lead to upgrading, renewing, transitioning or adding areas of licensure may be approved by the Superintendent and LPDC President and payable. A seal-bearing official transcript from the college or university must be received by the Superintendent's Office by October 15th of each year along with written verification of the tuition costs paid. Any transcript received after October 15th will be applied to the following year's payment.
- D. Payment will be made by the first pay in December of the respective year. The calculations of the awards will be determined by the Superintendent and the LPDC President with the approval of the Treasurer.
- **E.** A member who severs employment with LaBrae Local Schools, and had tuition expenses during their last year of employment, is no longer eligible for the professional development stipend tied to said tuition expenses in their last year of employment once their employment status ceases.

ARTICLE XX- EARLY RETIREMENT INCENTIVE PLAN (ERIP)

The parties agree to form a joint committee consisting of two (2) administrators and two (2) LTA members to investigate the applicability of an ERIP. In the event that the Board elects to institute an ERIP, this committee will assist and advise in the formulation of an ERIP and the provisions of such plan shall be bargained with the LTA.

ARTICLE XXI- LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Follow the Bylaws of Operations of the Local Professional Development Committee.

ARTICLE XXII- EMPLOYEE CHILDREN ENROLLMENT

The children (step-children or dependents through guardianship) of bargaining unit members who reside outside of the LaBrae Local School District may attend the LaBrae Local Schools as students via the open enrollment application process. LaBrae Local Schools shall have no obligation to transport such child. These children of bargaining unit members shall not count towards any determination of class size by the district nor shall the LaBrae School District have any increased excess costs due to the placement of these children in any special needs program (Hearing Impaired, ED, etc.).

ARTICLE XXIII- DISTRICT CONSOLIDATION, JURISDICTIONAL CHANGES AND TERRITORIAL TRANSFERS

The Board will not enter into any merger, consolidation, or assignment with any other school district which would result in the suspension of any bargaining unit members currently employed by the LaBrae Local School District.

ARTICLE XXIV- IMPLEMENTATION PROVISIONS

This Master Contract shall be implemented by the following procedures:

- **A.** Upon tentative agreement between negotiators for the LTA and the Board, the tentative agreement shall be submitted to the LTA membership for ratification, and the LTA shall so inform the Board.
- **B.** After ratification by the LTA, the tentative agreement shall be submitted to the Board for approval and formal adoption.
- **C.** Once both parties have ratified the contract, the contract shall be printed in final form, and sufficient copies distributed to the LTA, administration, and Board with costs shared on a pro-rata basis between the LTA and the Board.

ARTICLE XXV- CONTRARY TO LAW PROVISION

If any provision of this agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE XXVI- NO STRIKES

During the term of the Agreement, neither the Association nor any employee shall engage in any strike, sit down, sit in, work stoppage, "slow down," job action or any other concerted interference with the operation of the schools as scheduled by the employer and prohibited by O.R.C. §4117. Any violation of this section will be automatic and sufficient grounds for immediate disciplinary action by the Board against the participating employee(s).

ARTICLE XXVII- DURATION OF AGREEMENT

- A. The Master Contract between the LaBrae Teachers' Association and the LaBrae Board of Education shall be from August 29, 2020, to August 28, 2022.
- B. The Board and the Association acknowledge that during negotiations which preceded this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the written provisions of this Agreement. All other previously negotiated Agreements not incorporated herein are null and void and of no further force or effect.

ARTICLE XXVIII- SUBCONTRACTING OF WORK

- **A.** It will be the policy and intent of the Board to utilize its qualified employees for work in its schools and to subcontract work normally performed by its employees only when that course is dictated by circumstances beyond the control of the Board.
- **B.** Before proceeding with such subcontracting, the Board, except where it is of an emergency or casual nature (short duration), will notify the LTA explaining the reasons for such subcontracting. The parties shall meet at times requested to negotiate any subcontracting matters.

ARTICLE XXIX: TEACHER EVALUATION REVIEW COMMITTEE

- A. The Association and the Board agree to the creation of a Teacher Evaluation Review Committee for the purpose of facilitating the Board's establishment of the Teacher Evaluation framework envisioned by O.R.C. §3319.11(A). The purpose of the Committee is to formalize the consultation process with the Association so as to allow it timely and meaningful input as the Board seeks to establish an appropriate evaluation structure as required by Ohio law. The Committee shall be comprised of five (5) Association members appointed by the Association president and five (5) members appointed by the Board or its designee. In addition, each party may appoint one (1) consultant to assist and/or attend committee meetings. The Committee shall be chaired jointly by a committee member from the Association and a committee member representing the Board. The Committee will meet as needed as determined by the Committee. Prior to the initial meeting of the Committee, members will receive written ODE information about the adopted Evaluation Framework model. The Committee shall be established and meet within fifteen (15) calendar days of ratification of this agreement.
- B. The parties agree on the need for an ongoing comprehensive review of the teacher appraisal system, evaluation instrument(s), and protocol. To that end, the Teacher Evaluation Review Committee (TERC), after the completion of its initial objective, as identified in Article XXIX Section A, will be formed with three (3) members appointed by the Association and two (2) administrators appointed by the Superintendent, in addition to the Superintendent, for the purpose of reviewing the evaluation and appraisal system and making recommendations for the adoption of any improvements to the evaluation process and/or any corresponding evaluation instrument(s). The TERC shall be an ongoing collaborative committee, and recommendations, if any are deemed necessary by the Committee, should be made prior to the beginning of each school year/evaluation cycle.

Execution of Collective Bargaining Agreement

FOR THE BOARD		FOR THE ASSOCIATION
Kurll Sewell	8/29/2027	Lelly X Juscry t 8/29/2022
President, Board of Education	Date	President, LtA Date
Bruth Rule Treasurer	8/29/2022 Date	Senda M. Nogales 8/29/2022 Negotiations Team Member Date
Anthony Jakense Superintendent	8/29/2022 Date	Christine Dellinut 8/29/2022 Negotiations Team Member Date
		Negotiations Team Member Date
		Date 08/31/22

APPENDIX A: GRIEVANCE PROCEDURE FORM

COMPLAINT BY THE GRIEVANT

LaBrae Teachers' Association (Please typ	e or print)	
Grievant	Date of Informal Meeting	
Home Address of Grievant	Phone	
School Building	Subject area or grade	
Principal or Superior		
Name of Association Representative _		
STATEMENT OF GRIEVANCE: (Cite section of Contract allegedly violated):		
ACTION REQUESTED:		
		_
	Signature of Grievant	
Copies to:		Effective 9/1/91

APPENDIX B

LaBrae Local Schools Teacher Salary Index

Step	Bachelors	Bachelors 150	Masters
0	1.0000	1.0700	1.1376
1	1.0518	1.1280	1.2011
2	1.1037	1.1860	1.2646
3	1.1555	1.2440	1.3281
4	1.2074	1.3020	1.3916
5	1.2592	1.3600	1.4551
6	1.3110	1.4180	1.5186
7	1.3629	1.4760	1.5821
8	1.4147	1.5340	1.6456
9	1.4666	1.5920	1.7091
10	1.5184	1.6500	1.7726
11	1.5702	1.7080	1.8361
12	1.6221	1.7660	1.9000
13	1.6221	1.7660	1.9000
14	1.6221	1.7660	1.9000
15	1.6221	1.7660	1.9000
16	1.6221	1.7660	1.9000
17	1.6221	1.7660	1.9000
18	1.6900	1.8350	1.9700
19	1.6900	1.8350	1.9700
20	1.6900	1.8350	1.9700
21	1.6900	1.8350	1.9700
22	1.6900	1.8350	1.9700
23	1.7100	1.8700	2.0350
24	1.7100	1.8700	2.0350
25	1.7100	1.8700	2.0350
26	1.7100	1.8700	2.0350
27	1.7700	1.9300	2.0950
28	1.7700	1.9300	2.0950
29	1.7700	1.9300	2.0950
30	1.7700	1.9300	2.0950
31	1.7950	1.9650	2.1300
32	1.7950	1.9650	2.1300
33	1.7950	1.9650	2.1300
34	1.7950	1.9650	2.1300
35	1.7950	1.9650	2.1300

APPENDIX C

LABRAE LOCAL SCHOOLS Teacher Indexed Salary Schedule 2022-2023 School Year (2.00%)

Step	Bachelors	Bachelors 150	Masters
0	\$36,222	\$38,758	\$41,206
1	\$38,098	\$40,858	\$43,506
2	\$39,978	\$42,959	\$45,806
3	\$41,855	\$45,060	\$48,106
4	\$43,734	\$47,161	\$50,407
5	\$45,611	\$49,262	\$52,707
6	\$47,487	\$51,363	\$55,007
7	\$49,367	\$53,464	\$57,307
8	\$51,243	\$55,565	\$59,607
9	\$53,123	\$57,665	\$61,907
10	\$54,999	\$59,766	\$64,207
11	\$56,876	\$61,867	\$66,507
12	\$58,756	\$63,968	\$68,822
13	\$58,756	\$63,968	\$68,822
14	\$58,756	\$63,968	\$68,822
15	\$58,756	\$63,968	\$68,822
16	\$58,756	\$63,968	\$68,822
17	\$58,756	\$63,968	\$68,822
18	\$61,215	\$66,467	\$71,357
19	\$61,215	\$66,467	\$71,357
20	\$61,215	\$66,467	\$71,357
21	\$61,215	\$66,467	\$71,357
22	\$61,215	\$66,467	\$71,357
23	\$61,940	\$67,735	\$73,712
24	\$61,940	\$67,735	\$73,712
25	\$61,940	\$67,735	\$73,712
26	\$61,940	\$67,735	\$73,712
27	\$64,113	\$69,908	\$75,885
28	\$64,113	\$69,908	\$75,885
29	\$64,113	\$69,908	\$75,885
30	\$64,113	\$69,908	\$75,885
31	\$65,018	\$71,176	\$77,153
32	\$65,018	\$71,176	\$77,153
33	\$65,018	\$71,176	\$77,153
34	\$65,018	\$71,176	\$77,153
35	\$65,018	\$71,176	\$77,153

LABRAE LOCAL SCHOOLS Teacher Indexed Salary Schedule 2023-2024 School Year (2.25%)

0 \$37,037 \$39,630 \$42,133 1 \$38,956 \$41,778 \$44,485 2 \$40,878 \$43,926 \$46,837 3 \$42,796 \$46,074 \$49,189 4 \$44,718 \$48,222 \$51,541 5 \$46,637 \$50,370 \$53,893 6 \$48,556 \$52,518 \$56,244 7 \$50,478 \$54,667 \$58,596 8 \$52,396 \$56,815 \$60,948	
2 \$40,878 \$43,926 \$46,837 3 \$42,796 \$46,074 \$49,189 4 \$44,718 \$48,222 \$51,541 5 \$46,637 \$50,370 \$53,893 6 \$48,556 \$52,518 \$56,244 7 \$50,478 \$54,667 \$58,596	
3 \$42,796 \$46,074 \$49,189 4 \$44,718 \$48,222 \$51,541 5 \$46,637 \$50,370 \$53,893 6 \$48,556 \$52,518 \$56,244 7 \$50,478 \$54,667 \$58,596	
4 \$44,718 \$48,222 \$51,541 5 \$46,637 \$50,370 \$53,893 6 \$48,556 \$52,518 \$56,244 7 \$50,478 \$54,667 \$58,596	
5 \$46,637 \$50,370 \$53,893 6 \$48,556 \$52,518 \$56,244 7 \$50,478 \$54,667 \$58,596	
6 \$48,556 \$52,518 \$56,244 7 \$50,478 \$54,667 \$58,596	
7 \$50,478 \$54,667 \$58,596	
8 \$52,396 \$56,815 \$60,948	
752,555 750,545	
9 \$54,318 \$58,963 \$63,300	
10 \$56,237 \$61,111 \$65,652	
11 \$58,155 \$63,259 \$68,004	
12 \$60,078 \$65,407 \$70,370	
13 \$60,078 \$65,407 \$70,370	
14 \$60,078 \$65,407 \$70,370	
15 \$60,078 \$65,407 \$70,370	
16 \$60,078 \$65,407 \$70,370	
17 \$60,078 \$65,407 \$70,370	
18 \$62,593 \$67,963 \$72,963	
19 \$62,593 \$67,963 \$72,963	
20 \$62,593 \$67,963 \$72,963	
21 \$62,593 \$67,963 \$72,963	
22 \$62,593 \$67,963 \$72,963	
23 \$63,333 \$69,259 \$75,370	
24 \$63,333 \$69,259 \$75,370	
25 \$63,333 \$69,259 \$75,370	
26 \$63,333 \$69,259 \$75,370	
27 \$65,555 \$71,481 \$77,593	
28 \$65,555 \$71,481 \$77,593	
29 \$65,555 \$71,481 \$77,593	
30 \$65,555 \$71,481 \$77,593	
31 \$66,481 \$72,778 \$78,889	
32 \$66,481 \$72,778 \$78,889	
33 \$66,481 \$72,778 \$78,889	
34 \$66,481 \$72,778 \$78,889	
35 \$66,481 \$72,778 \$78,889	

LABRAE LOCAL SCHOOLS Teacher Indexed Salary Schedule

2024-2025 School Year (2.25%)

Step	Bachelors	Bachelors 150	Masters
0	\$37,870	\$40,521	\$43,081
1	\$39,832	\$42,717	\$45,486
2	\$41,797	\$44,914	\$47,890
3	\$43,759	\$47,110	\$50,295
4	\$45,724	\$49,307	\$52,700
5	\$47,686	\$51,503	\$55,105
6	\$49,648	\$53,700	\$57,509
7	\$51,613	\$55,896	\$59,914
8	\$53,575	\$58,093	\$62,319
9	\$55,540	\$60,289	\$64,724
10	\$57,502	\$62,486	\$67,128
11	\$59,463	\$64,682	\$69,533
12	\$61,429	\$66,878	\$71,953
13	\$61,429	\$66,878	\$71,953
14	\$61,429	\$66,878	\$71,953
15	\$61,429	\$66,878	\$71,953
16	\$61,429	\$66,878	\$71,953
17	\$61,429	\$66,878	\$71,953
18	\$64,000	\$69,491	\$74,604
19	\$64,000	\$69,491	\$74,604
20	\$64,000	\$69,491	\$74,604
21	\$64,000	\$69,491	\$74,604
22	\$64,000	\$69,491	\$74,604
23	\$64,758	\$70,817	\$77,065
24	\$64,758	\$70,817	\$77,065
25	\$64,758	\$70,817	\$77,065
26	\$64,758	\$70,817	\$77,065
27	\$67,030	\$73,089	\$79,338
28	\$67,030	\$73,089	\$79,338
29	\$67,030	\$73,089	\$79,338
30	\$67,030	\$73,089	\$79,338
31	\$67,977	\$74,415	\$80,663
32	\$67,977	\$74,415	\$80,663
33	\$67,977	\$74,415	\$80,663
34	\$67,977	\$74,415	\$80,663
35	\$67,977	\$74,415	\$80,663

APPENDIX D

Page 1 of 2

SUPPLEMENTAL SCHEDULE

Teachers who qualify on the schedule below will have the amount added to their salary as appearing on previous schedule.

BA + 6 semester, 9 quarter hours, or combination thereof	\$100.00
BA + 12 semester, 18 quarter hours, or combination thereof	\$150.00
BA + 18 semester, 27 quarter hours, or combination thereof	\$200.00
BA + 24 semester, 36 quarter hours, or combination thereof	\$250.00
150 semester hours or 225 quarter hours qualifies BA+150 on salary s	chedule

5 year + 6 semester, 9 quarter hours, or combination thereof \$ 100.00

MA+10 graduate semester hours, 15 graduate quarter hours, or combination thereof after the MA

MA+20 graduate semester hours, 30 graduate quarter hours, or combination thereof after the MA

MA+30 graduate semester hours, 45 graduate quarter hours, or combination thereof after the MA

MA+45 graduate semester hours, 67.5 graduate quarter hours, or combination thereof after the MA

APPENDIX D

Page 2 of 2

SUPPLEMENTAL SALARY SCHEDULE

ADDITION

- 1. All SUPPLEMENTAL CONTRACTS will be for a period of one school year and will terminate at the end of the season, or end of the school year.
- 2. Any supplemental salary, when calculated, that results in an amount with a percentage of a dollar that is worth 50¢ or more will be rounded to the next dollar.

APPENDIX E:

2022-2023 Supplemental Salary Schedule

Base: \$36,222 **Experience Steps POSITION** % 1 (17%) 2 (18%) 3 (19%) 4 (20%) 5 (21%) **Head Football Coach** 1.000 \$6,158 \$6,520 \$6,882 \$7,244 \$7,607 Head Basketball (1 boys/1 girls) 1.000 \$6,158 \$6,520 \$6,882 \$7,244 \$7,607 Varsity Asst. Football (3 pos.) 0.620 \$3,818 \$4,042 \$4,267 \$4,492 \$4,716 9/JV Football (2 pos.) + Summer duties \$3,818 \$4,042 \$4,267 \$4,492 \$4,716 0.620 JV Basketball Coach (1 boys/1 girls) 0.620 \$3,818 \$4,042 \$4,267 \$4,492 \$4,716 Varsity Baseball Coach 0.600 \$3,695 \$3,912 \$4,129 \$4,347 \$4,564 \$4,129 \$4,347 \$4,564 Varsity Softball Coach 0.600 \$3,695 \$3,912 \$3,387 \$3,984 \$4,184 Varsity Soccer Coach (1 boys/1 girls) 0.550 \$3,586 \$3,785 Varsity Track Coach 0.550 \$3,387 \$3,586 \$3,785 \$3,984 \$4,184 Volleyball Coach 0.550 \$3,387 \$3,586 \$3,785 \$3,984 \$4,184 Asst. Vars. Band Dir/Summer Duties 0.480 \$2,956 \$3,130 \$3,303 \$3,477 \$3,651 7/8 Grade Football (3 pos.) 0.460 \$2,833 \$2,999 \$3,166 \$3,332 \$3,499 7th Grade Basketball (1 boys/1 girls) \$2,833 \$3,499 0.460 \$2,999 \$3,166 \$3,332 8th Grade Basketball (1 boys/1 girls) 0.460 \$2,833 \$3,499 \$2,999 \$3,166 \$3,332 \$3,166 9th Grade Basketball Coach 0.460 \$2,833 \$2,999 \$3,332 \$3,499 Basketball Vars. Asst. (1 boys/1 girls) 0.460 \$2,833 \$2,999 \$3,166 \$3,332 \$3,499 **Cross Country Coach** 0.400 \$2,463 \$2,608 \$2,753 \$2,898 \$3,043 Varsity Golf Coach 0.400 \$2,463 \$2,608 \$2,753 \$2,898 \$3,043 **Assistant Baseball Coach** 0.400 \$2,463 \$2,608 \$2,753 \$2,898 \$3,043 **Assistant Softball Coach** 0.400 \$2,463 \$2,608 \$2,753 \$2,898 \$3,043 Varsity Band Director 0.390 \$2,402 \$2,543 \$2,684 \$2,825 \$2,967 **Assistant Track Coach** 0.350 \$2,155 \$2,282 \$2,409 \$2,536 \$2,662 Assistant Volleyball Coach 0.350 \$2,155 \$2,282 \$2,409 \$2,536 \$2,662 0.350 \$2,155 \$2,282 \$2,409 \$2,536 \$2,662 Varsity Soccer Asst. Coach (1 boys/1 girls) \$1,539 \$1,902 7/8 Track (1 boys/1 girls) 0.250 \$1,630 \$1,721 \$1,811 7th Grade Volleyball Coach 0.250 \$1,539 \$1,630 \$1,721 \$1,811 \$1,902 \$1,630 \$1,902 8th Grade Volleyball Coach 0.250 \$1,539 \$1,721 \$1,811 **Assistant Cross Country Coach** 0.250 \$1,539 \$1,630 \$1,721 \$1,811 \$1,902 HS Bowling Coach (1 boys/1 girls) 0.250 \$1,539 \$1,630 \$1,721 \$1,811 \$1,902 7/8 Grade Band Director 0.175 \$1,078 \$1,141 \$1,204 \$1,268 \$1,331 Summer BB Phys Fitness (2 boys/2girls) 0.170 \$1,047 \$1,108 \$1,170 \$1,232 \$1,293 Winter Phys. Fitness/Head FB Coach 0.170 \$1,047 \$1,108 \$1,170 \$1,232 \$1,293 Winter Physical Fitness (max 3*) 0.170 \$1,047 \$1,108 \$1,170 \$1,232 \$1,293 Flagline Instructor 0.160 \$985 \$1,043 \$1,101 \$1,159 \$1,217 \$985 \$1,043 \$1,159 Majorette Coach 0.160 \$1,101 \$1,217 4th Grade Basketball (1 boys/1 girls) 0.100 \$616 \$652 \$688 \$724 \$761 5/6th Basketball (2 boys/2 girls) 0.100 \$616 \$652 \$688 \$724 \$761 Percussion (Band) 0.080 \$493 \$522 \$551 \$580 \$609 Elementary Band Director (5th Grade) \$308 \$380 0.050 \$326 \$344 \$362 Elementary Band Director (6th Grade) 0.050 \$308 \$326 \$344 \$362 \$380

	Base:	\$36,222		Expe	rience Steps	;	
POSITION		%	1 (17%)	2 (18%)	3 (19%)	4 (20%)	5 (21%)
Drama Advisor		0.400	\$2,463	\$2,608	\$2,753	\$2,898	\$3,043
Varsity Cheerleader Coach		0.400	\$2,463	\$2,608	\$2,753	\$2,898	\$3,043
7/8 Grade Cheerleader Coach		0.300	\$1,847	\$1,956	\$2,065	\$2,173	\$2,282
JV Cheerleader Coach		0.300	\$1,847	\$1,956	\$2,065	\$2,173	\$2,282
Yearbook - High School		0.250	\$1,539	\$1,630	\$1,721	\$1,811	\$1,902
Technology Assistant (2)		0.250	\$1,539	\$1,630	\$1,721	\$1,811	\$1,902
Junior Class Sponsor (2 positions)		0.190	\$1,170	\$1,239	\$1,308	\$1,376	\$1,445
Senior Class Sponsor		0.190	\$1,170	\$1,239	\$1,308	\$1,376	\$1,445
Student Council - High School		0.170	\$1,047	\$1,108	\$1,170	\$1,232	\$1,293
6th Grade Camp Director		0.170	\$1,047	\$1,108	\$1,170	\$1,232	\$1,293
HS Prep Bowl/Academic Challenge		0.150	\$924	\$978	\$1,032	\$1,087	\$1,141
Student Council - Middle School		0.100	\$616	\$652	\$688	\$724	\$761
National Honor Society		0.100	\$616	\$652	\$688	\$724	\$761
RoboVikes (2)		0.100	\$616	\$652	\$688	\$724	\$761
SADD/SMASH		0.100	\$616	\$652	\$688	\$724	\$761
Viking Nation & HS Social Media		0.100	\$616	\$652	\$688	\$724	\$761
Viking Video Production		0.100	\$616	\$652	\$688	\$724	\$761
Yearbook - Middle School		0.080	\$493	\$522	\$551	\$580	\$609
Mock Trial		0.080	\$493	\$522	\$551	\$580	\$609
Spanish Club Sponsor		0.080	\$493	\$522	\$551	\$580	\$609
Ski Club Advisor		0.080	\$493	\$522	\$551	\$580	\$609
7/8 Grade Prep Bowl		0.080	\$493	\$522	\$551	\$580	\$609
Power of the Pen		0.080	\$493	\$522	\$551	\$580	\$609
English Festival (1 HS/1 MS)		0.080	\$493	\$522	\$551	\$580	\$609
Student Council - Elementary		0.060	\$369	\$391	\$413	\$435	\$456
6th Grade Camp Counselor		0.060	\$369	\$391	\$413	\$435	\$456
Freshman Class Sponsor		0.060	\$369	\$391	\$413	\$435	\$456
Sophomore Class Sponsor		0.060	\$369	\$391	\$413	\$435	\$456
Viking Volunteers		0.060	\$369	\$391	\$413	\$435	\$456
Camp Nurse		0.060	\$369	\$391	\$413	\$435	\$456
Challenge 24 (2 LIS, 1 LMS)		0.050	\$308	\$326	\$344	\$362	\$380
Math Masters (2)		0.050	\$308	\$326	\$344	\$362	\$380
5th Grade Prep Bowl		0.025	\$154	\$163	\$172	\$181	\$190
6th Grade Prep Bowl		0.025	\$154	\$163	\$172	\$181	\$190

Detention Teacher ** \$20.00/hr.
Saturday Detention Teacher Sub Rate

^{*2} Football/1 General Fitness

^{**} Intermediate 1 Hr. or 2 Hrs. Per Week as determined by building principal (before or after school)

2023-2024 Supplemental Salary Schedule

Base:	\$37,037	Experience Steps				
POSITION	%	1 (17%)	2 (18%)	3 (19%)	4 (20%)	5 (21%)
Head Football Coach	1.000	\$6,296	\$6,667	\$7,037	\$7,407	\$7,778
Head Basketball (1 boys/1 girls)	1.000	\$6,296	\$6,667	\$7,037	\$7,407	\$7,778
Varsity Asst. Football (3 pos.)	0.620	\$3,904	\$4,133	\$4,363	\$4,593	\$4,822
9/JV Football (2 pos.) + Summer duties	0.620	\$3,904	\$4,133	\$4,363	\$4,593	\$4,822
JV Basketball Coach (1 boys/1 girls)	0.620	\$3,904	\$4,133	\$4,363	\$4,593	\$4,822
Varsity Baseball Coach	0.600	\$3,778	\$4,000	\$4,222	\$4,444	\$4,667
Varsity Softball Coach	0.600	\$3,778	\$4,000	\$4,222	\$4,444	\$4,667
Varsity Soccer Coach (1 boys/1 girls)	0.550	\$3,463	\$3,667	\$3,870	\$4,074	\$4,278
Varsity Track Coach	0.550	\$3,463	\$3,667	\$3,870	\$4,074	\$4,278
Volleyball Coach	0.550	\$3,463	\$3,667	\$3,870	\$4,074	\$4,278
Asst. Vars. Band Dir/Summer Duties	0.480	\$3,022	\$3,200	\$3,378	\$3,556	\$3,733
7/8 Grade Football (3 pos.)	0.460	\$2,896	\$3,067	\$3,237	\$3,407	\$3,578
7th Grade Basketball (1 boys/1 girls)	0.460	\$2,896	\$3,067	\$3,237	\$3,407	\$3,578
8th Grade Basketball (1 boys/1 girls)	0.460	\$2,896	\$3,067	\$3,237	\$3,407	\$3,578
9th Grade Basketball Coach	0.460	\$2,896	\$3,067	\$3,237	\$3,407	\$3,578
Basketball Vars. Asst. (1 boys/1 girls)	0.460	\$2,896	\$3,067	\$3,237	\$3,407	\$3,578
Cross Country Coach	0.400	\$2,519	\$2,667	\$2,815	\$2,963	\$3,111
Varsity Golf Coach	0.400	\$2,519	\$2,667	\$2,815	\$2,963	\$3,111
Assistant Baseball Coach	0.400	\$2,519	\$2,667	\$2,815	\$2,963	\$3,111
Assistant Softball Coach	0.400	\$2,519	\$2,667	\$2,815	\$2,963	\$3,111
Varsity Band Director	0.390	\$2,456	\$2,600	\$2,744	\$2,889	\$3,033
Assistant Track Coach	0.350	\$2,204	\$2,333	\$2,463	\$2,593	\$2,722
Assistant Volleyball Coach	0.350	\$2,204	\$2,333	\$2,463	\$2,593	\$2,722
Varsity Soccer Asst. Coach (1 boys/1 girls)	0.350	\$2,204	\$2,333	\$2,463	\$2,593	\$2,722
7/8 Track (1 boys/1 girls)	0.250	\$1,574	\$1,667	\$1,759	\$1,852	\$1,944
7th Grade Volleyball Coach	0.250	\$1,574	\$1,667	\$1,759	\$1,852	\$1,944
8th Grade Volleyball Coach	0.250	\$1,574	\$1,667	\$1,759	\$1,852	\$1,944
Assistant Cross Country Coach	0.250	\$1,574	\$1,667	\$1,759	\$1,852	\$1,944
HS Bowling Coach (1 boys/1 girls)	0.250	\$1,574	\$1,667	\$1,759	\$1,852	\$1,944
7/8 Grade Band Director	0.175	\$1,102	\$1,167	\$1,231	\$1,296	\$1,361
Summer BB Phys Fitness (2 boys/2girls)	0.170	\$1,070	\$1,133	\$1,196	\$1,259	\$1,322
Winter Phys. Fitness/Head FB Coach	0.170	\$1,070	\$1,133	\$1,196	\$1,259	\$1,322
Winter Physical Fitness (max 3*)	0.170	\$1,070	\$1,133	\$1,196	\$1,259	\$1,322
Flagline Instructor	0.160	\$1,007	\$1,067	\$1,126	\$1,185	\$1,244
Majorette Coach	0.160	\$1,007	\$1,067	\$1,126	\$1,185	\$1,244
4th Grade Basketball (1 boys/1 girls)	0.100	\$630	\$667	\$704	\$741	\$778
5/6th Basketball (2 boys/2 girls)	0.100	\$630	\$667	\$704	\$741	\$778
Percussion (Band)	0.080	\$504	\$533	\$563	\$593	\$622
Elementary Band Director (5th Grade)	0.050	\$315	\$333	\$352	\$370	\$389
Elementary Band Director (6th Grade)	0.050	\$315	\$333	\$352	\$370	\$389

	Base:	\$37,037		Expe	rience Steps	;	
POSITION		%	1 (17%)	2 (18%)	3 (19%)	4 (20%)	5 (21%)
Drama Advisor		0.400	\$2,519	\$2,667	\$2,815	\$2,963	\$3,111
Varsity Cheerleader Coach		0.400	\$2,519	\$2,667	\$2,815	\$2,963	\$3,111
7/8 Grade Cheerleader Coach		0.300	\$1,889	\$2,000	\$2,111	\$2,222	\$2,333
JV Cheerleader Coach		0.300	\$1,889	\$2,000	\$2,111	\$2,222	\$2,333
Yearbook - High School		0.250	\$1,574	\$1,667	\$1,759	\$1,852	\$1,944
Technology Assistant (2)		0.250	\$1,574	\$1,667	\$1,759	\$1,852	\$1,944
Junior Class Sponsor (2 positions)		0.190	\$1,196	\$1,267	\$1,337	\$1,407	\$1,478
Senior Class Sponsor		0.190	\$1,196	\$1,267	\$1,337	\$1,407	\$1,478
Student Council - High School		0.170	\$1,070	\$1,133	\$1,196	\$1,259	\$1,322
6th Grade Camp Director		0.170	\$1,070	\$1,133	\$1,196	\$1,259	\$1,322
HS Prep Bowl/Academic Challenge		0.150	\$944	\$1,000	\$1,056	\$1,111	\$1,167
Student Council - Middle School		0.100	\$630	\$667	\$704	\$741	\$778
National Honor Society		0.100	\$630	\$667	\$704	\$741	\$778
RoboVikes (2)		0.100	\$630	\$667	\$704	\$741	\$778
SADD/SMASH		0.100	\$630	\$667	\$704	\$741	\$778
Viking Nation & HS Social Media		0.100	\$630	\$667	\$704	\$741	\$778
Viking Video Production		0.100	\$630	\$667	\$704	\$741	\$778
Yearbook - Middle School		0.080	\$504	\$533	\$563	\$593	\$622
Mock Trial		0.080	\$504	\$533	\$563	\$593	\$622
Spanish Club Sponsor		0.080	\$504	\$533	\$563	\$593	\$622
Ski Club Advisor		0.080	\$504	\$533	\$563	\$593	\$622
7/8 Grade Prep Bowl		0.080	\$504	\$533	\$563	\$593	\$622
Power of the Pen		0.080	\$504	\$533	\$563	\$593	\$622
English Festival (1 HS/1 MS)		0.080	\$504	\$533	\$563	\$593	\$622
Student Council - Elementary		0.060	\$378	\$400	\$422	\$444	\$467
6th Grade Camp Counselor		0.060	\$378	\$400	\$422	\$444	\$467
Freshman Class Sponsor		0.060	\$378	\$400	\$422	\$444	\$467
Sophomore Class Sponsor		0.060	\$378	\$400	\$422	\$444	\$467
Viking Volunteers		0.060	\$378	\$400	\$422	\$444	\$467
Camp Nurse		0.060	\$378	\$400	\$422	\$444	\$467
Challenge 24 (2 LIS, 1 LMS)		0.050	\$315	\$333	\$352	\$370	\$389
Math Masters (2)		0.050	\$315	\$333	\$352	\$370	\$389
5th Grade Prep Bowl		0.025	\$157	\$167	\$176	\$185	\$194
6th Grade Prep Bowl		0.025	\$157	\$167	\$176	\$185	\$194

Detention Teacher ** \$20.00/hr.
Saturday Detention Teacher Sub Rate

^{*2} Football/1 General Fitness

^{**} Intermediate 1 Hr. or 2 Hrs. Per Week as determined by building principal (before or after school)

2024-2025 Supplemental Salary Schedule

Base:	\$37,870	Experience Steps				
POSITION	%	1 (17%)	2 (18%)	3 (19%)	4 (20%)	5 (21%)
Head Football Coach	1.000	\$6,438	\$6,817	\$7,195	\$7,574	\$7,953
Head Basketball (1 boys/1 girls)	1.000	\$6,438	\$6,817	\$7,195	\$7,574	\$7,953
Varsity Asst. Football (3 pos.)	0.620	\$3,991	\$4,226	\$4,461	\$4,696	\$4,931
9/JV Football (2 pos.) + Summer duties	0.620	\$3,991	\$4,226	\$4,461	\$4,696	\$4,931
JV Basketball Coach (1 boys/1 girls)	0.620	\$3,991	\$4,226	\$4,461	\$4,696	\$4,931
Varsity Baseball Coach	0.600	\$3,863	\$4,090	\$4,317	\$4,544	\$4,772
Varsity Softball Coach	0.600	\$3,863	\$4,090	\$4,317	\$4,544	\$4,772
Varsity Soccer Coach (1 boys/1 girls)	0.550	\$3,541	\$3,749	\$3,957	\$4,166	\$4,374
Varsity Track Coach	0.550	\$3,541	\$3,749	\$3,957	\$4,166	\$4,374
Volleyball Coach	0.550	\$3,541	\$3,749	\$3,957	\$4,166	\$4,374
Asst. Vars. Band Dir/Summer Duties	0.480	\$3,090	\$3,272	\$3,454	\$3,636	\$3,817
7/8 Grade Football (3 pos.)	0.460	\$2,961	\$3,136	\$3,310	\$3,484	\$3,658
7th Grade Basketball (1 boys/1 girls)	0.460	\$2,961	\$3,136	\$3,310	\$3,484	\$3,658
8th Grade Basketball (1 boys/1 girls)	0.460	\$2,961	\$3,136	\$3,310	\$3,484	\$3,658
9th Grade Basketball Coach	0.460	\$2,961	\$3,136	\$3,310	\$3,484	\$3,658
Basketball Vars. Asst. (1 boys/1 girls)	0.460	\$2,961	\$3,136	\$3,310	\$3,484	\$3,658
Cross Country Coach	0.400	\$2,575	\$2,727	\$2,878	\$3,030	\$3,181
Varsity Golf Coach	0.400	\$2,575	\$2,727	\$2,878	\$3,030	\$3,181
Assistant Baseball Coach	0.400	\$2,575	\$2,727	\$2,878	\$3,030	\$3,181
Assistant Softball Coach	0.400	\$2,575	\$2,727	\$2,878	\$3,030	\$3,181
Varsity Band Director	0.390	\$2,511	\$2,658	\$2,806	\$2,954	\$3,102
Assistant Track Coach	0.350	\$2,253	\$2,386	\$2,518	\$2,651	\$2,783
Assistant Volleyball Coach	0.350	\$2,253	\$2,386	\$2,518	\$2,651	\$2,783
Varsity Soccer Asst. Coach (1 boys/1 girls)	0.350	\$2,253	\$2,386	\$2,518	\$2,651	\$2,783
7/8 Track (1 boys/1 girls)	0.250	\$1,609	\$1,704	\$1,799	\$1,894	\$1,988
7th Grade Volleyball Coach	0.250	\$1,609	\$1,704	\$1,799	\$1,894	\$1,988
8th Grade Volleyball Coach	0.250	\$1,609	\$1,704	\$1,799	\$1,894	\$1,988
Assistant Cross Country Coach	0.250	\$1,609	\$1,704	\$1,799	\$1,894	\$1,988
HS Bowling Coach (1 boys/1 girls)	0.250	\$1,609	\$1,704	\$1,799	\$1,894	\$1,988
7/8 Grade Band Director	0.175	\$1,127	\$1,193	\$1,259	\$1,325	\$1,392
Summer BB Phys Fitness (2 boys/2girls)	0.170	\$1,094	\$1,159	\$1,223	\$1,288	\$1,352
Winter Phys. Fitness/Head FB Coach	0.170	\$1,094	\$1,159	\$1,223	\$1,288	\$1,352
Winter Physical Fitness (max 3*)	0.170	\$1,094	\$1,159	\$1,223	\$1,288	\$1,352
Flagline Instructor	0.160	\$1,030	\$1,091	\$1,151	\$1,212	\$1,272
Majorette Coach	0.160	\$1,030	\$1,091	\$1,151	\$1,212	\$1,272
4th Grade Basketball (1 boys/1 girls)	0.100	\$644	\$682	\$720	\$757	\$795
5/6th Basketball (2 boys/2 girls)	0.100	\$644	\$682	\$720	\$757	\$795
Percussion (Band)	0.080	\$515	\$545	\$576	\$606	\$636
Elementary Band Director (5th Grade)	0.050	\$322	\$341	\$360	\$379	\$398
Elementary Band Director (6th Grade)	0.050	\$322	\$341	\$360	\$379	\$398

POSITION % 1 (17%) 2 (18%) 3 (19%) 4 (20%) 5 (21%) Drama Advisor 0.400 \$2,575 \$2,727 \$2,878 \$3,030 \$3,181 Varsity Cheerleader Coach 0.400 \$2,575 \$2,727 \$2,878 \$3,030 \$3,181 7/8 Grade Cheerleader Coach 0.300 \$1,931 \$2,045 \$2,159 \$2,272 \$2,386 JV Cheerleader Coach 0.300 \$1,931 \$2,045 \$2,159 \$2,272 \$2,386 Yearbook - High School 0.250 \$1,609 \$1,704 \$1,799 \$1,894 \$1,988
Varsity Cheerleader Coach 0.400 \$2,575 \$2,727 \$2,878 \$3,030 \$3,181 7/8 Grade Cheerleader Coach 0.300 \$1,931 \$2,045 \$2,159 \$2,272 \$2,386 JV Cheerleader Coach 0.300 \$1,931 \$2,045 \$2,159 \$2,272 \$2,386
7/8 Grade Cheerleader Coach 0.300 \$1,931 \$2,045 \$2,159 \$2,272 \$2,386 JV Cheerleader Coach 0.300 \$1,931 \$2,045 \$2,159 \$2,272 \$2,386
JV Cheerleader Coach 0.300 \$1,931 \$2,045 \$2,159 \$2,272 \$2,386
Voorbook High School 0.250 \$1.500 \$1.704 \$1.700 \$1.904 \$1.000
Yearbook - High School 0.250 \$1,609 \$1,704 \$1,799 \$1,894 \$1,988
Technology Assistant (2) 0.250 \$1,609 \$1,704 \$1,799 \$1,894 \$1,988
Junior Class Sponsor (2 positions) 0.190 \$1,223 \$1,295 \$1,367 \$1,439 \$1,511
Senior Class Sponsor 0.190 \$1,223 \$1,295 \$1,367 \$1,439 \$1,511
Student Council - High School 0.170 \$1,094 \$1,159 \$1,223 \$1,288 \$1,352
6th Grade Camp Director 0.170 \$1,094 \$1,159 \$1,223 \$1,288 \$1,352
HS Prep Bowl/Academic Challenge 0.150 \$966 \$1,022 \$1,079 \$1,136 \$1,193
Student Council - Middle School 0.100 \$644 \$682 \$720 \$757 \$795
National Honor Society 0.100 \$644 \$682 \$720 \$757 \$795
RoboVikes (2) 0.100 \$644 \$682 \$720 \$757 \$795
SADD/SMASH 0.100 \$644 \$682 \$720 \$757 \$795
Viking Nation & HS Social Media 0.100 \$644 \$682 \$720 \$757 \$795
Viking Video Production 0.100 \$644 \$682 \$720 \$757 \$795
Yearbook - Middle School 0.080 \$515 \$545 \$576 \$606 \$636
Mock Trial 0.080 \$515 \$545 \$576 \$606 \$636
Spanish Club Sponsor 0.080 \$515 \$545 \$576 \$606 \$636
Ski Club Advisor 0.080 \$515 \$545 \$576 \$606 \$636
7/8 Grade Prep Bowl 0.080 \$515 \$545 \$576 \$606 \$636
Power of the Pen 0.080 \$515 \$545 \$576 \$606 \$636
English Festival (1 HS/1 MS) 0.080 \$515 \$545 \$576 \$606 \$636
Student Council - Elementary 0.060 \$386 \$409 \$432 \$454 \$477
6th Grade Camp Counselor 0.060 \$386 \$409 \$432 \$454 \$477
Freshman Class Sponsor 0.060 \$386 \$409 \$432 \$454 \$477
Sophomore Class Sponsor 0.060 \$386 \$409 \$432 \$454 \$477
Viking Volunteers 0.060 \$386 \$409 \$432 \$454 \$477
Camp Nurse 0.060 \$386 \$409 \$432 \$454 \$477
Challenge 24 (2 LIS, 1 LMS) 0.050 \$322 \$341 \$360 \$379 \$398
Math Masters (2) 0.050 \$322 \$341 \$360 \$379 \$398
5th Grade Prep Bowl 0.025 \$161 \$170 \$180 \$189 \$199
6th Grade Prep Bowl 0.025 \$161 \$170 \$180 \$189 \$199

Detention Teacher ** \$20.00/hr.
Saturday Detention Teacher Sub Rate

^{*2} Football/1 General Fitness

^{**} Intermediate 1 Hr. or 2 Hrs. Per Week as determined by building principal (before or after school)

APPENDIX F

LaBrae Local Schools Tuition Reimbursement

Name			School Year		
		Please submit the follow	ring to determine eligibility in the tuition reimbursement program.		
		Quarter Ho	Hours Claimed for Reimbursement ours Claimed for Reimbursement (Submit Invoice/Statement)		
		Licensure Number	Issue Date		
		Renewing Upgrading Transitioning Adding area to curre	ent licensure/certification		
		Condition for Maximum	Reimbursement (\$950.00)		
ARTI	CLE XIX- PROFESS	IONAL DEVELOPMENT REIN	<u>MBURSEMENT</u>		
A.	Superintendent's graduate credit fr a tuition stipend	approval, through an accredit om enrollment in courses from or payment from the Board up	cense, renewing a license, transitioning or adding areas of licensure/certification with the ted college or university (approved by the Superintendent and LPDC President) or earn an accredited college or university for the purposes of professional learning, shall receive on successful completion of such work. The Board will pay up to \$300.00 per semested and a maximum of \$20,000 annually for the entire participating bargaining unit.		
В.	Quarter hours wil	ll be converted to semester ho	ours using a 3 quarter hours to 2 semester hour ratio.		
C.	Only successful completion of graduate coursework designed for professional learning, or graduate level courses or undergraduate courses which lead to upgrading, renewing, transitioning or adding areas of licensure may be approved by the Superintendent and LPDC President and payable. A seal-bearing official transcript from the college or university must be received by the Superintendent's Office by October 15 th of each year along with written verification of the tuition costs paid. Any transcript received after October 15 th will be applied to the following year's payment.				
D.	· ·	made by the first pay in Dece nd the LPDC President with the	mber of the respective year. The calculations of the awards will be determined by the approval of the Treasurer.		
	Subr	nit complete applica	ation materials to the Superintendent's Office		
Date	Application Mate	rials Received	Received bySchool Official		
Reim	bursement Amou	nt Requested	Amount Approved		
Supe	rintendent		LPDC President		
	Copy to Applicant	(Retain in your Profession	al File)		

Revised July 2022

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