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MASTER CONTRACT BETWEEN THE LAKEWOOD TEACHERS ASSOCIATION AND THE LAKEWOOD LOCAL SCHOOLS BOARD OF EDUCATION

STARTING DATE:
AUGUST 1, 2024

ENDING DATE:
JULY 31, 2027

LAKEWOOD TEACHERS ASSOCIATION
TABLE OF CONTENTS

Page

ARTICLE 1 – RECOGNITION, DURATION AND IMPLEMENTATION 1
- A. RECOGNITION 1
- B. MANAGEMENT RIGHTS 1
- C. PROVISIONS CONTRARY TO LAW 2
- D. DURATION & IMPLEMENTATION 2
- E. SIGNATURES 2

ARTICLE 2 – ASSOCIATION RIGHTS & RESPONSIBILITIES 2
- A. ASSOCIATION RIGHTS & RESPONSIBILIITES 2
- B. ASSOCIATION LEAVE 4
- C. SCHOOL CALENDAR 4
- D. LABOR MANAGEMENT COMMITTEE 4
- E. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE 5

ARTICLE 3 – NEGOTIATIONS PROCEDURE 7
- A. GENERAL 7
- B. DISAGREEMENT 7
- C. SCOPE OF NEGOTIATIONS 7
- D. MEETINGS 7
- E. REPRESENTATION 8
- F. ASSISTANCE 8
- G. NEWS RELEASE 8
- H. INFORMATION 8

ARTICLE 4 – GRIEVANCE PROCEDURE 8
- A. DEFINITIONS 9
- B. GENERAL PROCEDURES 9
- C. TIME LIMITS 10
- D. INITIATION AND PROCESSION 10

ARTICLE 5 – INDIVIDUAL RIGHTS & RESPONSIBILITIES 18
- A. TEACHING CONDITIONS 18
- B. REGULAR TEACHING DUTIES 22
- C. ACADEMIC FREEDOM 22
- D. INDIVIDUAL CONTRACTS - REGULAR 23
- E. INDIVIDUAL CONTRACTS – SUPPLEMENTAL 23
- F. SEQUENCE OF CONTRACTS 24
- G. RIGHTS & DUE PROCESS 25
- H. FAIR DISMISSAL 26
- I. PERSONNEL FILES 27
- J. PROGRESSIVE DISCIPLINE PROCEDURE 28
- K. TRANSFER & VACANCY 29
- L. REDUCTION IN FORCE 31
- M. THREATENING BEHAVIOR TOWARD STAFF 33
- N. HEALTH & SAFETY 34
- O. BUILDING ADVISORY COMMITTEE 35
- P. RESIDENT EDUCATOR 35
- Q. INCLUSION 38

R. PROFESSIONAL DEVELOPMENT 39
S. COLLEGE CREDIT PLUS 39

ARTICLE 6 – PAID & UNPAID LEAVES 40
A. SICK LEAVE 40
B. SICK LEAVE BANK 41
C. PERSONAL LEAVE 42
D. EMERGENCY LEAVE SALARY DEDUCT 43
E. PROFESSIONAL LEAVE 44
F. ASSAULT LEAVE 45
G. FAMILY & MEDICAL LEAVE 46
H. PARENTAL LEAVE 46
I. SABBATICAL LEAVE 47
J. MILITARY LEAVE 47
K. JURY DUTY/WITNESS LEAVE 48
L. EXTENDED LEAVE OF ABSENCE 48

ARTICLE 7 – SALARY & BENEFITS 48
A. SALARY & SALARY SCHEDULES 48
B. EXTRA-CURRICULAR SALARY SCHEDULE 55
C. TUITION REIMBURSEMENT 57
D. HEALTH CARE 58
E. DENTAL & VISION INSURANCE 63
F. TERM LIFE INSURANCE 64
G. SEVERANCE COMPENSATION 64
H. RE-EMPLOYMENT OF RETIRED TEACHERS 64

ARTICLE 8 – TEACHER EVALUATION 65
A. PURPOSE 65
B. METHOD 66
C. RECORDS 67
D. TEACHER PERFORMANCE 68

ARTICLE 1 – RECOGNITION, DURATION AND IMPLEMENTATION

A. RECOGNITION

The Lakewood Board of Education (hereinafter referred to as the "Board") recognizes the Lakewood Teachers Association (hereinafter referred to as the "Association"), an affiliated local of the Ohio Education Association and the National Education Association, as the sole and exclusive representative and bargaining agent for all bargaining unit members.

1. Unit representation

The bargaining unit shall consist of all full and part-time certificated employees (hereinafter referred to as "teachers"), including classroom teachers, therapists and tutors. Excluded from the bargaining unit shall be casual and day-to-day substitutes, ISS monitor, non-certified employees, superintendent, assistant superintendent, principals, assistant principals, and other administrative or supervisory personnel. Any certificated employee having the authority to hire, transfer, assign, promote, discharge, or discipline and other employees having responsibility to make recommendations thereon are also excluded from the bargaining unit.

All work currently performed by bargaining unit members shall be deemed bargaining unit work, and shall not be subcontracted or assigned outside of the bargaining unit.

2. Right to organize

All bargaining unit members shall have the right to join or not join any organization for their professional economic improvement. Membership in any organization shall not be a condition of employment or continued employment.

3. Substitutes

Substitutes employed in the Lakewood Local School District on a continuous basis in the same position for a period of sixty (60) or more days and those employed on a basis for one hundred twenty (120) days or more will be members of the bargaining unit but shall be specifically excluded from the application of the contract renewal provisions of this Agreement and/or Sections 3319.11 and 3319.111 ORC. Substitute teachers thusly employed shall have no right to employment or reemployment in any subsequent year unless offered a regular contract of employment by the Board. Inclusion in the bargaining unit shall remain until the return to duty of the teacher whose position the substitute was employed to fill or the end of the current year, whichever shall come first.

B. MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it in accordance with the provisions of Sections 3313.47, 4117.08 and related statutes of the Ohio Revised Code and the Constitutions of the State of Ohio and the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, shall be limited only by law and the specific and express terms of this Agreement, to the extent such terms may be legally negotiated.

C. PROVISIONS CONTRARY TO LAW

If any provision agreed to between the Board and the Association in the course of negotiations shall be determined contrary to law by legislation or a court of proper jurisdiction, then that provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force. If such a determination requires modification in order for the remaining provisions to operate, this shall be reason for immediate negotiations in keeping with the procedures for conducting same between Board and Association to be opened on said provision.

D. DURATION & IMPLEMENTATION

1. The terms of this contract shall be effective from August 1, 2024 through and including July 31, 2027.

2. This contract may be added to, deleted from, or otherwise changed only by an amendment properly signed and ratified by each party.

3. The employer shall maintain all benefits and conditions enjoyed by employees in the past, not specifically set forth in this contract and shall also maintain all rights and benefits granted by statute which have not been increased or improved by provisions of this Agreement.

E. SIGNATURES

By affixing our signature, we affirm necessary action by the respective parties in ratifying and adopting the provisions herein.

FOR THE BOARD:	FOR THE UNION:
	Amanda O'Dell

ARTICLE 2 – ASSOCIATION RIGHTS & RESPONSIBILITIES

A. ASSOCIATION RIGHTS & RESPONSIBILIITES

The Association shall have the following rights and responsibilities. Rights and privileges in this section shall be exclusively granted to the Association as the sole and exclusive bargaining agent.

1. The Association shall have the right to use the school buildings for general Association meetings or meetings with outside parties notifying the central office and building principal. Such meetings shall not interfere with nor interrupt normal instructional progress or school operations, and further shall be in keeping with the building and administrative policies of the Board and the Ohio Revised Code.

2. The Association shall have the right, within established administrative procedures, to use facilities, equipment, typewriters, copy machines, duplicating equipment, and audio-visual equipment, and shall be responsible for said equipment when used for Association purposes. The Association shall furnish supplies for duplication.

3. The Association shall have the right to use school faculty bulletin boards, make announcements at faculty meetings, and distribute faculty bulletins to teachers according to normal school procedure.

4. The Association shall have the right to the use of the internal mail and email system of the school.

5. The Superintendent and the LTA President will mutually agree upon the time allocated for Association business at New Teacher Orientation.

6. The Association shall have the right to the following bargaining unit member information:

   - Name
   - Home Address
   - Phone Numbers

7. The Association President shall receive a copy of the Board agenda along with any items designated as "see attachment" on the agenda before each regular Board meeting. The Association shall receive the Board-approved documents within 1 day after the regular Board meeting which include the following: approved monthly financial report, new and revised Board policies, the adopted appropriations, and certificate of estimated revenues.

8. The Association shall be recognized at every regular school Board meeting in keeping with the understanding of open communication. Specific items to be brought before the Board will be presented to the Superintendent for placement on the agenda.

9. The Association shall have the right to payroll deductions for membership dues. Such deductions shall be made in equal installments beginning with the first pay in September following the receipt by the Board Treasurer of a signed authorization from the Association Treasurer. Deadlines for deduction forms shall be September 1st. Payroll deductions will be completed by the first pay in May (May 15). Teachers new to the district are eligible for deductions immediately upon employment. Said deductions will be continuous from year to year unless a teacher gives written notice to the treasurer and the Association president to stop such payroll deductions from August 1 to August 31. Dues deducted shall be transmitted monthly to the Association Treasurer. The Association will be responsible for

collecting any dues not collected through payroll deduction. In the event a teacher's employment is voluntarily or involuntarily terminated, or a teacher takes an unpaid leave of absence, the balance of annual dues not deducted during the year will be deducted from their final paycheck.

The Association shall have the right to payroll deductions for the OEA Fund. Such deductions shall be made in equal installments beginning with the first pay in February upon the receipt by the Board Treasurer of the signed authorization forms from the Association OEA Fund coordinator. Payroll deductions will be completed by the last pay in December. In the event a teacher's employment is voluntarily or involuntarily terminated, or a teacher takes an unpaid leave of absence, his/her deduction will stop.

The Board shall be held harmless against claims regarding Association authorization for dues deductions when such errors are caused by the Association or bargaining unit member.

10. The Board shall inform the Association of any new or modified fiscal budgetary or tax program, construction programs or revisions of education policies, which are proposed or under consideration.

11. As representatives of the teachers employed by the Board, the Association will be responsible for informing all its members of all items agreed through negotiations.

12. A copy of this agreement shall be posted on the district's intranet. Access will be provided to new teachers as soon as possible.

B. ASSOCIATION LEAVE

Representatives of the Association, with the approval of their local president and the superintendent, may be excused to attend Association meetings. Notification of such attendance will be made to the superintendent at least five (5) days prior to the date of Association meeting. A limit of twelve (12) person days per year will be permitted. Association leave, when granted, will incur no loss of salary. Expenses will not be paid by the Board.

C. SCHOOL CALENDAR

The Lakewood Teachers Association (LTA) and the Board of Education (Board) agree that staff input into the school calendar is both valuable and desirable. A committee from LTA will meet annually during the month of January with the Administration to discuss calendar concerns prior to the adoption of the yearly calendar. The proposed calendars need not provide conference days that are consistent across District buildings.

D. LABOR MANAGEMENT COMMITTEE

The members of this Committee shall be the Superintendent (or designee) and a maximum of five (5) persons appointed at the discretion of the Superintendent, plus the LTA President (or designee) and a maximum of five (5) persons appointed at the discretion of the LTA President.

The purpose of the Committee shall be to assist in the process of open communications between the parties. Its procedures will consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The open discussions held by this Committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this Committee shall not result in modification or additions to the negotiated Agreement without ratification by each of the parties.

Meetings shall be held bi-monthly in September, November, January, March, and May except when the co-chairpersons (the Superintendent and the LTA President) agree that no meeting is necessary. The meetings will last no more than ninety (90) minutes and will be held during the school day. The dates of these meetings shall be determined by mutual agreement of the co-chairs.

The Superintendent and LTA President shall mutually set the agenda.

By prior mutual agreement of the Superintendent and the LTA President, additional persons may attend Labor Management meetings.

E. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Governance

The Lakewood Local Professional Development Committee (LLPDC) policies, procedures, and governance shall not supersede the LTA/Board negotiated agreement and/or district policy. Proposals to the LLPDC and approvals/denials by the LLPDC shall not override the negotiated agreement and/or district policy.

2. Mission

The mission of the LLPDC is to strengthen and coordinate the preparation, licensure, and professional development of the educators of the Lakewood Local School District by implementing procedures and guidelines. In addition, the approval of the LLPDC is required for Individual Professional Development Plans (IPDPs), coursework, and the granting of Continuing Education Units (CEUs) and Equivalent Other Activities (EOAs) for certificate/licensure renewal.

3. Philosophy

The LLPDC believes that student achievement is directly linked to professional development of staff. Professional development shall be the basis for improvement of individual educator competencies; thus, ensuring that all students reach their highest level of academic achievement. It shall incorporate a planned progression for improvement on a continuing basis. Effective professional development should:

a. promote increased student achievement;

b. support all learning styles;

c. foster a standard of continuous improvement within the school district;

d. promote the alignment of professional growth with individual, student, building, and district needs and goals;

e. promote staff collaboration;

f. provide for sufficient time and follow-up support for staff members to master new content and strategies to integrate them into their practice;

g. be viewed as an integral part of the educators' work rather than as a privilege granted to a few.

4. Structure of the Committee

The structure of the Lakewood Local Professional Development Committee (LLPDC) will be one committee serving the district. As agreed upon by the administration and the LTA, the committee will consist of six (6) members. There will be one (1) teacher representative from each building. Only five (5) members will be voting at one time. If a teacher request is up for approval, three (3) teachers and two (2) administrators will vote. The three (3) teachers voting will be from the schools where the member does not primarily work. If an administrator's request is up for approval, three (3) administrators and two (2) teachers will vote. The request must have the vote of the majority of the LLPDC to receive approval.

5. Specific Members to Serve on the Committee

All the teacher representatives will be elected by their colleagues. The LTA President will always serve as the alternate for the teacher representation.

One building administrator from K-5 and one building administrator from 6-12 will be selected by the Superintendent. The third member and the alternate will be elected by the administrators.

6. Length of Term for Members of the Committee

Teachers and administrators will have one representative for 1-, 2-, and 3-year terms for the first term and, thereafter, the member will serve for two (2) years. This will keep members rotating so that there will always be representatives with experience on the committee. Elections will be held in April with terms running from July 1 through June 30.

7. Compensation

Chairperson	$50.00 per meeting
Teacher Liaison	$100.00 per meeting
Secretary	$75.00 per meeting
Other 3 Members	$25.00 per meeting

ARTICLE 3 – NEGOTIATIONS PROCEDURE

A. GENERAL

A written request for negotiations shall be made by either party not later than sixty (60) days prior to the expiration of the contract.

All proposals shall be submitted in writing by both parties at the initial meeting. Thereafter, no new items shall be submitted without mutual agreement.

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator for each party.

Tentative agreement on the negotiation package shall be reduced in writing and initialed by the representatives of each team, but initialing shall not be construed as final agreement. The tentative agreement shall be submitted to the Association for a vote and then to the Board. After approval, it shall be legally binding on both parties.

B. DISAGREEMENT

1. If agreement is not reached within forty-five (45) days from the first negotiation session on all items submitted for negotiations either party may declare impasse. Upon the declaration of impasse by either party, parties will jointly request the services of the Federal Mediation and Conciliation Service to help resolve the impasse. The cost, if any, of such mediating services shall be shared equally by the Board and the Association.

2. It is agreed by the Association and the Board that the terms of the existing agreement shall be extended throughout the impasse procedure period.

3. If the parties fail to reach agreement after twenty-one (21) calendar days after the beginning of mediation, the Association may initiate the provisions of Section 4117.14 (D-2) of the Ohio Revised Code.

4. If during the life of the Contract, bargaining is necessary due to impact, severability, or a specified re-opener provision in the Contract, said bargaining shall be in keeping with the bargaining procedures set forth in ORC 4117.

C. SCOPE OF NEGOTIATIONS

All matters as allowed by ORC 4117.08.

D. MEETINGS

1. Meetings shall be scheduled with the least interruption of school schedules, however, if necessary, Association members of the team may be released from school duties without loss of pay or use of Association leave to attend bargaining sessions. Negotiation meetings shall be in executive session unless mutually agreed by both parties.

2. Upon the request of either party, the negotiation meeting shall be recessed to permit the requesting party to caucus. A caucus will not exceed thirty (30) minutes unless an extension is mutually agreed to.

3. Meetings shall not exceed three hours unless mutually agreed to.

4. The first negotiation meeting shall be organizational in nature. At this meeting both parties shall exchange proposals. Thereafter, no new proposals may be made except by mutual consent. Both parties may set forth, at this first meeting, procedures for negotiating that differ from the procedures in this article so long as they are mutually acceptable and are in compliance with ORC 4117.

E. REPRESENTATION

The Board or its designated representatives shall meet with the Association or their designated representatives to negotiate in good faith. The representation shall be limited to three (3) representatives and four (4) observers/ consultants each for the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. Each party may select its representatives from within or outside the school district. While no final agreement shall be executed without expressed ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and concessions in the course of negotiations.

F. ASSISTANCE

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions only. Up to four (4) observers/consultants may be used by each of the parties in any negotiation meeting. The use of consultants must be announced to the other party at least one meeting in advance.

G. NEWS RELEASE

While discussions are in process, any release prepared for news media shall be approved by the other party prior to release. In the event impasse is reached, either party may issue reports to the public at their discretion.

H. INFORMATION

Both parties agree to furnish each negotiation committee, upon request and in reasonable time prior to and during negotiations, all routinely and regularly prepared information concerning financial resources of the district.

ARTICLE 4 – GRIEVANCE PROCEDURE

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial, confidential, and fair hearing of their grievances.

A. DEFINITIONS

1. A grievance shall mean a complaint by any teacher or the Lakewood Teachers' Association (LTA), involving an alleged violation, or misinterpretation, or misapplication of the written provisions of this contract.

2. A "grievant" is the LTA or teacher, or teachers, making the complaint.

3. A "party in interest" is the person(s) having information relative to the grievance.

4. The term "day" when used in this document shall mean school day.

5. "Immediate supervisor" shall mean the administrator having immediate supervisory responsibility over the grievant.

B. GENERAL PROCEDURES

1. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to the grievances. All parties agree that grievances will be processed as expeditiously as possible.

2. Written requests by the grievant should state the grievance and desired resolution.

3. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

4. Copies should be made of each request for a hearing and of each decision and should be sent to the following:

   a. The Superintendent;

   b. The supervisor involved;

   c. The grievant;

   d. The LTA grievance committee chairperson; and

   e. The LTA president.

5. The LTA may designate one (1) member as its grievance committee representative. He/she may attend any meetings, hearings, etc., involved in the step.

6. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing.

7. The Board and the administration will cooperate with the Association in its investigation of any grievance, and will furnish the Association with such information as is requested for the processing of any grievance.

8. Four (4) days prior to any hearing, written notice of the time and place will be given to the grievant, his/her legal counsel, if any, grievance committee representative, and any administrator who has previously been involved in the grievance.

9. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the Board and the Association shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

C. TIME LIMITS

1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level is maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing my mutual agreement of both parties.

2. It will be the practice of all grievants and/or parties in interest to process grievances after the regular workday has ended or at other times which do not interfere with assigned duties. However, if upon mutual agreement among the grievant, the Association and the Board, if the proceedings should be held during regular working hours, the grievant and the appropriate Association representative will be released from assigned duties without loss of pay or Association leave.

D. INITIATION AND PROCESSION

1. Informal Level

The grievant will first discuss the grievance with the immediate supervisor or the lowest-level administrator who has the authority to adjust the grievance, with the objective of resolving the matter informally. The immediate supervisor will be made aware when the discussion is considered the informal step of a grievance. If this informational discussion does not resolve the grievance, the teacher may on the proper form, lodge a written grievance within ten (10) days with the building principal or the lowest-level administrator who has the authority to adjust the grievance. If this is the Superintendent, Level One shall be omitted and the grievance processed directly to Level Two.

If the grievance is not resolved by the informal procedure, it may be pursued by submitting a completed grievance form (Appendix) which must cite specific sections of the contract being grieved. A copy of this form shall be submitted to the immediate supervisor and LTA President.

2. Level One – Principal/Designee

a. Within five (5) days after receipt of the grievance, a meeting date shall be set that is mutually agreeable to both parties. This meeting shall be held

between the grievant, and the LTA grievance committee representative, legal counsel, if any, and the immediate supervisor involved in the grievance. By mutual agreement of the grievant and the immediate supervisor involved, this time factor may otherwise be arranged. Copies of the written grievance will be provided to the Association president, the grievant, and the immediate supervisor.

b. The immediate supervisor shall communicate his/her decision in writing within three (3) days to the grievant, the Association, and the Superintendent.

3. Level Two - Superintendent

a. Within three (3) days of receipt by the grievant of the decision rendered by the immediate supervisor, such decision may be appealed in writing to the Superintendent. The appeal shall include:

1) A copy of the decision;

2) The grounds for appeal; and

3) The names of all persons officially present at the hearing.

4) Each person officially present at the hearing shall receive a copy of the appeal.

b. An appeal date shall be set that is mutually agreeable to both parties within five (5) days of the date of the written request. wo (2) days prior to the hearing, written notice of the time and place will be given to the grievant, his/her legal counsel, if any, the LTA grievance chairperson, committee representative and any administrator who has previously been involved in the grievance.

c. Within five (5) days of hearing the appeal, the Superintendent shall communicate to the grievant and all other parties officially present at the hearing, his/her written decision, including his/her supporting reasons. A copy of the decision shall be sent to the LTA grievance chairperson committee representative.

4. Level Three - Board

If the grievant is not satisfied with the superintendent's decision the grievant may, within five (5) days of the decision, file a written notice with the office of the Superintendent that the grievance be submitted to the Board or proceed by mutual agreement to Level Four, below. The Board shall meet within ten (10) days of such request and render its decision within ten (10) days of meeting.

5. Level Four - Arbitration

If the grievance is not resolved at Level Four, then the grievant and the Association may within ten (10) days of the Board's Level Three decision give notice to the Superintendent of the intent to refer the grievance to arbitration. Failure to file for arbitration within thirty (30) calendar days of notice of intent to arbitrate will result in the decision of the Board level being final and binding on the parties.

The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection and hearing shall be in accordance with the voluntary rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy to all parties present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association as to a grievance involving a provision(s) of the negotiated collective bargaining agreement.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observation or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving Board discretion nor limit or interfere in any way with the powers, policies, duties, and rules and regulations. The costs for arbitration shall be paid by the losing party or parties.

LAKEWOOD TEACHERS ASSOCIATION

FORMAL WRITTEN GRIEVANCE

NAME OF GRIEVANT(S) _____

DATE _____

SPECIFIC SECTION(S) OF ARTICLE(S) ALLEGED TO BE VIOLATED: _____

_____

_____

DATE OF VIOLATION: _____

COMPLETE AND SPECIFIC DESCRIPTION OF GRIEVANCE: _____

_____

_____

_____

_____

_____

_____

REMEDY/RELIEF SOUGHT: _____

_____

_____

DATE OF INFORMAL HEARING: _____

DISPOSITION: _____

_____

_____

_____

STEP I – Principal/Designee

DATE SUBMITTED: _____

SIGNATURE(S): _____

_____

DATE OF STEP I HEARING: _____

DISPOSITION: _____

_____

_____

_____

_____

_____

_____

_____

_____

SIGNED: _____

TITLE: _____

DATE: _____

STEP II – Superintendent

DATE SUBMITTED: _____

SIGNATURE(S): _____

_____

DATE OF STEP II HEARING: _____

DISPOSITION: _____

_____

_____

_____

_____

_____

_____

_____

_____

SIGNED FOR THE BOARD: _____

TITLE: _____

DATE: _____

STEP III -- Board

DATE SUBMITTED: _____

SIGNATURE(S): _____

_____

DATE OF STEP III HEARING: _____

DISPOSITION: _____

_____

_____

_____

_____

_____

_____

_____

_____

SIGNED FOR THE BOARD: _____

TITLE: _____

DATE: _____

STEP IV – Notice of Intent to Arbitrate

DATE SUBMITTED: _____

SIGNATURE(S): _____

SIGNATURE FOR THE ASSOCIATION: _____

TITLE: _____

ARTICLE 5 – INDIVIDUAL RIGHTS & RESPONSIBILITIES

A. TEACHING CONDITIONS

Teachers employed under regular contract to perform regular duties shall be governed by the following teaching conditions:

1. Upon initial employment, when possible, a teacher shall be notified no later than August 1 of his or her teaching assignment, including:

   a. The building where services are to be performed.

   b. Current Assignment (Subject/grade and course) to be taught. This current assignment is not guaranteed throughout the career of the teacher. If a teacher is hired after August 1, the above information will be supplied when the initial contract is offered by the Board. Any teacher hired to replace a teacher on a leave of absence will be so notified by the individual contract. Any teacher currently employed by the Board, while their assignment in any of the above conditions is changed, will also be notified by August 1, in keeping with the Transfer and Vacancies provision of this agreement (Article 5, Section K).

2. The school year shall consist of no more than one hundred eighty-three (183) days, of which one hundred seventy-three (173) days shall be instructional according to the following:

   a. The equivalent of one (1) uninterrupted day before open house to be used for classroom preparation and one (1) day shall be dedicated for pre-service orientation and/or professional development.

   b. Two (2) days for in-service meetings.

   c. Two (2) Parent-Teacher Conference Exchange Days (or equivalent after school hours).

   d. One (1) day at the end of the first, second, and third quarters for instructional data analysis and records. During these three (3) days, administrators will dictate the first two (2) hours of the day for administrative driven data analysis or other building/district purposes. Teachers will have the balance of the day for classroom records work.

   e. One (1) day at the end of the work year for records.

   Additional days may be scheduled for in-service at the discretion of the Administration within the one hundred eighty-three (183) day work year. Part-time teachers must attend all required professional development days, Open House, and any required staff meetings, up to eighty (80) minutes per month per negotiated agreement.

   Part-time teachers can attend staff meetings virtually if approved by the building administrator ahead of time.

3. Calamity Days

A calamity day shall be defined as an instructional day when the closing of school is deemed necessary as a result of disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment needed to operate the school system, damage to a school building or other property, or other temporary circumstances that renders the school facility unfit for instructional use.

Members will not lose any salary on calamity days and will not be paid any additional compensation for make-up days.

Teachers will not be required to report on the first five (5) days when the District has declared a calamity day.

Student calamity make-up days will be scheduled as follows:

There will be four (4) days added to the end of the school calendar labeled as "no teachers/no students" days to be utilized as necessary for make-up of calamity days. Any days for calamity beyond five (5) will be made up by utilizing the four (4) days of "no teachers/no students" days as listed above. Additional make-up days, if necessary, will be Martin Luther King Day, President's Day and Good Friday (as long as Good Friday does not occur during spring break). No additional make-up days will be scheduled after the last regularly scheduled student "no teachers/no students" day unless the minimum statutory hours for students are not met. The determination of which days are to be made up and which of the calamity days are utilized is not subject to the grievance process.

4. The Board will make reasonable efforts to hire substitute teachers in the absence of classroom and traveling teachers. However, if the administration is unable to obtain a substitute or if a substitute is needed for a limited period of time, (i.e., a period or an hour) regular members of the faculty may be used as substitutes. A full period shall be defined as forty (40) minutes in length.

<u>High School/Middle School</u>:

Whenever a teacher is asked by an administrator or is required to perform another teacher's assigned duties or supervise another teacher's students during their lunch and/or planning, the teacher will be compensated at the rate of thirty dollars ($30.00) per period. The same rate will apply for modified school day.

<u>Elementary (HES/JIS)</u>:

The Board will use all reasonable efforts to avoid dividing students among different classrooms. However, when this occurs, the teacher will be paid thirty dollars ($30.00) per day but no less than fifteen dollars ($15.00) will be paid for a half day. Librarians, physical education teachers, vocal instrumental music teacher and art teachers shall be excluded from receiving additional reimbursement.

Whenever a teacher is asked by an administrator or is required to perform another teacher's assigned duties or supervise another teacher's students during their lunch and/or planning, the teacher will be compensated at the rate of thirty dollars ($30.00) for that period. The same rate will apply for modified school day schedules.

When a teacher's absence affects another teacher, administration will notify all affected employee(s) prior to being affected.

5. The Board shall endeavor to provide separate work areas for teachers, including bookshelves, bulletin boards, adequate heating, lighting and ventilation in each building. These facilities shall include at least one (1) table, a minimum of one (1) computer and one (1) copying machine for each building. This equipment shall be maintained in good working condition by the Board.

6. Separate toilet facilities shall be provided for teachers in all buildings.

7. Teacher Workday

   a. Teachers' instructional day shall consist of no more than seven and one-half (7½) continuous hours, unless conferences or teacher meetings are scheduled; in accordance with this Agreement; this shall include an uninterrupted duty-free lunch period of no less than thirty (30) full minutes. Teachers will be given adequate transition time of at least three (3) minutes between student supervision duties and the beginning and ending times of their thirty (30) minute lunch.

   b. Meetings held after the workday shall not exceed eighty (80) minutes per month and will start at the end of the contractual day. No single meeting shall exceed forty-five (45) minutes.

8. The schedule for each full-time equivalent classroom teacher, who is assigned to a school with a teacher day of six (6) hours or longer exclusive of the lunch period, shall include at least two hundred (200) minutes per week with a minimum thirty (30) minute block daily for personal instructional planning, evaluation and conferences. This time is independent of PLT, team meetings, or other duties assigned by administration. In the event a class day is shortened, the planning period will be reduced accordingly.

9. Travel time during the school day shall not be considered lunch, planning or conference time.

10. Teachers shall be provided with a locked storage area.

11. No more pupils shall be assigned to an instructional room or station than there are facilities for conducting meaningful educational programs. The Board shall strive to limit the size of study halls at the middle and high schools to a commensurable size for learning adjustment. Special programs shall not exceed the numbers set forth in the State Standards or other applicable provisions.

12. Class Size

a. Regular instruction classes will be scheduled not to exceed the maximum number of pupils provided in this Agreement. Class size limits do not include mainstreamed special education pupils, (except if assigned for four [4] hours per day at the elementary or for an entire period at the high school), band, choir, drama, physical education, and other supervisory activities. When classes are scheduled to exceed the maximum provided herein, the Administration may either make an adjustment in the size of the class or authorize additional compensation for the teacher as provided below.

b. Except as provided in this Agreement, classes will not be scheduled to exceed the following limits for each of the following levels:

1) Grades K-4 – 25 pupils per class
2) Grades 5-12 – 28 pupils per class
3) Study Hall Grades 9-12 – 50 pupils per class

It will be the teacher's responsibility to notify the principal at any time that an adjustment in class size or alternative compensation is required.

c. No adjustment in class size will be required for the first fifteen (15) school days of any semester.

When adjustment is required under this Agreement, the Administration shall have the option to reduce the number of assigned pupils on the roster or in the alternative, provide additional compensation as follows: For each pupil on the roster in excess of the maximum numbers of pupils provided in the Agreement, the teacher will be compensated at the rate of three dollars ($3.00) per student per period at the high school and middle school and seven dollars ($7.00) per student per day at the elementary and intermediate schools. Compensation will be prorated each semester.

13. Teachers shall be given a list of students enrolled in their classes who have active I.E.P.'s or 504 Plans and where the I.E.P.'s or 504's are filed no later than teacher orientation day. In the event an IEP requires that a student be accompanied by an aide or a special education teacher in a regular classroom, on a one-on-one basis only, that student shall not be counted in determining the size of class for purposes of this article.

14. Progress Book shall remain open three (3) working days after the end of each grading period.

15. The Board agrees that it will provide appropriate in-service education for teachers assigned to teach special needs students in their regular classes. The Board also agrees to provide required educational materials and supplies for instructional purposes.

16. Open Houses – Teachers will attend open house in exchange for a fourth conference day. Open Houses will be held within the contractual year. Dates will be determined by building.

17. Student Discipline

a. It is primarily the responsibility of the supervising teacher to maintain the discipline of students. Problems of student discipline beyond the ability of the teacher shall be referred to the principal. The principal and such other personnel as may be available shall assist the teacher in discipline problems requiring special professional training and services. Such authorities shall endeavor to achieve correction of student misbehavior.

b. Teachers will be confidentially advised of a student with a record of violence when such records are available, provided the information is appropriate to share regarding student confidentiality (FERPA/HIPAA).

B. REGULAR TEACHING DUTIES

The following shall be the regular teaching duties of teachers employed by the Board: instruction of children in keeping with assignment(s) set forth in the individual contract; supervision of children in homeroom periods; necessary preparation for instruction; routine monitoring of physical facilities, not including custodial services. Use of time when scheduled during the school day for preparing oneself to provide quality instruction to the children, excluding the duty free lunch period; direct and be responsible for the activities of any Health and Safety Monitors that may be assigned; and observe reasonable rules and regulations by the superintendent and building principal.

All Association members, other than nurses, shall be excluded from being required to perform nursing, medical and/or custodial procedures. Such medical procedures shall include but not be limited to administering medications, catheterization, toileting, etc. This includes at school camp during which a nurse will be provided by the Board of Education. Pre-K teachers shall perform toileting-related duties.

Dress Code

It is understood that teachers are professionals and shall conduct themselves as such, including but not limited to Board Policy 3216 – Staff Dress & Grooming.

C. ACADEMIC FREEDOM

1. A teacher seeks to educate people in the educational skills and in democratic traditions, to foster recognition of individual freedom and social responsibility to inspire meaningful awareness of and a respect for the Constitution and the Bill of Rights, and to instill appreciation of individual personality. It is recognized that these educational skills and democratic values can best be transmitted in an atmosphere which encourages free inquiry and learning, and in which academic freedom for teachers and students is encouraged.

2. It is recognized that the Superintendent has responsibility for all teaching in the school district. It is further recognized that the Principal in each school has the

responsibility to supervise each professional staff member with respect to all teaching activity conducted within the building. Should differences exist with respect to the subject of academic freedom, the teacher and his/her Association representative shall review the matter with the Superintendent or his designee.

3. In the spirit of academic freedom, teachers will create a classroom atmosphere which invites in-depth study of the critical issues of the day. The classroom environment shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of the critical issue(s) under study. The teacher is responsible for exercising reasonable and prudent judgment for selecting for discussion the issues he/she deems relevant to the maturity and understanding of the students, and in keeping with the Academic Content Standards of The State of Ohio. Educational programs will have daily lesson plans and give direction for instruction and implementation of all courses of study as adopted by the Board. Teachers are expected to teach approved curriculum, materials, and programs that are approved by the Board of Education.

4. Freedom of individual conscience, association and expression will be encouraged, and fairness of procedures will be observed.

D. INDIVIDUAL CONTRACTS - REGULAR

All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:

Name of teacher, name of school district, Board of Education employing said teacher, type of contract if limited, the number of years the contract is to be in effect, annual compensation to be paid for the first year of the contract, basis of determining compensation (i.e., classroom teacher - B.A. Degree - 5 years' experience). The teacher agrees that he/she shall abide by Board adopted policies. The contract will be signed and dated by the Treasurer, Board president and the contracting teacher.

E. INDIVIDUAL CONTRACTS – SUPPLEMENTAL

All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a one (1) year automatically non-renewing supplemental contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Such supplemental contracts shall include the following information:

Name of said teacher; name of the school district, and Board of Education for which responsibilities shall be performed; number of years contract is to be in force; name of position and compensation to be provided; dates which compensation is being provided for said responsibility; provision that all necessary implementing procedures have been completed by the Board prior to the offering of the contract, followed by the signature of the Board president and Treasurer of the Board; and provision for signature and date of signing by the teacher.

The completed study on supplemental duties and rights shall be used in negotiations procedures to establish fair and equitable assignments of additional responsibilities to staff members and to provide fair and equitable compensation for extra duties.

A copy of the job description shall be given to each person along with their initial supplemental contract or when changes occur in the job description. This job description shall include the following information:

1. Position
2. Qualifications
3. Purpose
4. Reports to
5. Performance Responsibilities
6. Terms of Employment.

   a. Individual Contract – Supplemental

      1) Description of Duties

         Any job description may be altered upon mutual agreement of the Board and parties involved.

         Supplemental Contract payments which are paid in one lump sum will be paid by the Treasurer based on the due dates and approvals of the completion of duty form for the regularly scheduled pay dates according to District's Calendar Payroll Schedule and are paid in a separate check.

      2) Summer Work

         Summer work will be posted and all interested district employees will be interviewed for summer positions. If no district employee is found to be the best applicant for summer work positions, the Board may offer the positions to people outside of the District.

F. SEQUENCE OF CONTRACTS

Teachers employed by the Lakewood Board of Education shall be offered a regular limited contract in the following manner:

1. Upon initial employment a one (1) year contract shall be issued by the Board, except with prior notification to the Association President.

2. The second contract issued by the Board normally will be for two (2) years. If a second one (1) year contract is issued, it shall be accompanied by written reasons for issuance along with a cooperatively developed plan for improvement.

3. After the two (2) year contract, each successive contract issued by the Board will be for five (5) years.

4. Continuing contracts shall be granted by the Board in keeping with RC 3319.11. The contract sequence cited above is not contingent upon the success and/or proficiency of students on the test(s) required by the ESEA and/or the Ohio Department of Education (ODE). When a bargaining unit member believes s/he is eligible for a continuing contract, s/he must submit in writing a letter stating his/her eligibility to the Superintendent prior to September 15 of the year in which s/he

wishes to be considered for a continuing contract. The Board will only act once each year to consider continuing contracts. The Board shall give equal consideration for continuing contract status to bargaining unit members who become eligible for a continuing contract during the term of a multi-year limited contract. Teachers sending their letters by September 15 to the Superintendent and wishing to be considered for a continuing contract during that school year, will go through a full OTES evaluation in the year leading to this potential recommendation for a continuing contract unless the teacher has gone through a full evaluation in the school year preceding the application for continuing contract.

5. Proper certification is necessary by teachers to fulfill contract provisions herein provided.

6. The Board may issue a one (1) year limited contract in lieu of an additional multi-year contract after the issuance of the first two (2) year limited contract. Said one (1) year contract may only be issued once and must be based upon the teacher's evaluation and accompanied by written reasons for issuance along with a cooperatively developed plan for improvement and must be issued before a five (5) year contract is awarded.

G. RIGHTS & DUE PROCESS

1. The private and personal life of teachers shall not be used as a condition of employment or renewed employment, unless it interferes with the teacher's professional performance. Teachers may wear insignia pins, or other identification of membership in the association or other organizations, civic or professional, on school premises.

2. Complaint Procedure

Within the Lakewood Local School District, concerns about various school personnel will arise. Many of these concerns can be resolved if there are open channels of communication and if there is mutual trust between and among the various segments of the school and community. To bring about open channels and trust, the following conditions and procedures will exist:

a. Anonymous complaints shall not be the subject of investigation, unless they involve the health, safety, or welfare of a student or other employee. It should be understood that, while a complaint or a concern may be anonymous, in an effort to understand issues and concerns of stakeholders, the teacher and administrator will discuss the issue in a proactive attempt to ensure the issue could be resolved together. However, if the complaint is to remain anonymous, no disciplinary action may be taken nor be used in future disciplinary actions unless there is evidence of such misconduct separate and apart from the anonymous complaint.

b. A complaint against a teacher will be handled in a manner so as to seek a remedy by discussion of an informal type between the parties. The building principal or superintendent may attempt to resolve a complaint if either feels that is possible without involving the staff member. Neither the Board nor the administrators can be held responsible for the actions of the

complainant. The teacher and administrator can mutually agree to deviate from the formal procedure. It is only when such informal meetings are not practical or fail to resolve the differences that a more formal procedure will be used.

1) First Level: The parent will be directed to meet with the teacher.

2) Second Level: If the matter is not satisfactorily resolved at the first level, the complainant will be directed to meet with the building principal.

3) Third Level: If the matter is not satisfactorily resolved at the second level, the principal will direct the complainant to submit a written request for a conference with the superintendent. The request should include:

   i. the specific nature of the complaint and a brief statement of the facts giving rise to it,

   ii. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely,

   iii. the action which the complainant wishes taken and the reasons why it is felt that such action be taken.

4) Fourth Level: Should the matter still not be resolved, or if it is beyond the superintendent's authority and requires a Board decision or action, the complainant shall request in writing a hearing by the Board.

5) This procedure does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the teacher.

Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the administration will assist in taking reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

H. FAIR DISMISSAL

1. Termination of Contract

Termination of a teacher's contract shall be according to RC 3319.16 and related provisions of the Ohio Revised Code.

2. Nonrenewal of Regular Limited Contract

Non-renewal of a regular limited contract shall be due to a teacher's lack of ability or low degree of professional competency as evidenced through the evaluation process or other good and just cause.

3. Fair Dismissal Procedure

a. A full written record of evaluation of a teacher's professional service shall be maintained (prior to any action of dismissal).

b. Intention and grounds for non-renewal by the local Superintendent will be defined and given to the teacher in writing no later than one (1) week prior to the Board meeting at which action will be taken on the teacher's contract. A list of names will be given to the Association president at the same time.

c. This policy shall not be construed to limit any professional or legal rights of the Board or teacher involved in obtaining due process.

I. PERSONNEL FILES

A personnel file for each member of the bargaining unit shall be maintained in the Central Office. No other personnel file will be maintained. A teacher shall receive written notification from the individual placing the material in his/her file within five (5) working days after placement. The teacher shall be given the right to attach a rebuttal regarding any information believed to be inaccurate. Each member has the right to examine his/her file during regular office hours provided such examination does not interfere with his/her assigned duties. Any items, other than the exceptions noted below or those related to a criminal offense, shall be removed after three years.

Exceptions to this placement notification shall be:

1. Any "Leave" form
2. Transcripts
3. Certificates
4. Letters to the Board or superintendent from the teacher
5. Letters to the teacher from the Board or superintendent
6. Emergency medical form
7. Applications and related materials
8. Evaluations
9. Other information submitted to the Central Office by the teacher. All information placed in the file shall be dated and the source identified.

The confidentiality of personnel files shall be maintained in accordance with the provisions of Section 149.43 ORC provided however, that the teacher(s) be notified in writing whenever their file is opened to the public.

All records addressing a unit member's substance abuse condition/treatment shall be considered medical records and shall be maintained in accordance with applicable law as confidential records. This material may not be entered into the unit member's personnel file which is open to public viewing.

J. PROGRESSIVE DISCIPLINE PROCEDURE

1. Discipline of a teacher shall, upon request of the teacher, be in the presence of an Association representative and the administrator making the charge or imposing the disciplinary action.

2. The Board further agrees that no teacher will be disciplined in the presence of any other employee, students, or parents of students or any non-certified employee.

3. Employees shall be disciplined with progressive discipline procedure set forth as follows:

   a. Oral Reprimand – noted in personnel file

   b. Written Reprimand

   c. Up to Five-day Suspension (by superintendent) without pay

   d. Termination in accordance with ORC 3319.16.

4. Any written record of disciplinary action will be kept in the employee's active personnel file housed at the Board office. Discipline after three (3) years will not be subject to progressive discipline procedure provided that there has been no same or similar infractions in that time period.

5. Prior warning or reprimand shall be made in writing to the teacher by the Administration before recommending dismissal to the Board.

6. Before any reprimand (oral or written) is placed in a teacher's personnel file, the following procedures shall be followed:

   a. The supervisor shall inform the teacher of his/her intent to place a reprimand in the teacher's personnel file and shall inform the teacher of the right to a meeting to respond to the content of the oral or written reprimand. If the teacher is unable to secure representation for a formal reprimand meeting scheduled for the same day, such meeting will not take place until the teacher is given sufficient time to secure representation, not to exceed three (3) school days. The timeline may be extended by mutual agreement. If a certified employee is requested to meet with more than one (1) member of the supervisory staff and he/she feels that such a meeting would be detrimental to his/her employment, he/she shall have the right to secure representation. This representative may attend the meetings as observer, as witness, or may speak in any other manner to represent the teacher and defend the teacher's rights. The Board further agrees that no disciplinary

action will be taken against any professional employee without affording the employee all due process rights under law.

b. At the meeting the teacher shall:

1) be informed of the alleged conduct leading to the reprimand;

2) be afforded the opportunity to address the content of the written reprimand, submit names of witnesses, and to respond to the written reprimand;

3) be informed of his/her right to file a written response or rebuttal to the written reprimand. Such response must be filed by the member within five (5) workdays of the meeting and will be included with the written reprimand if it is placed in the personnel file;

4) sign the written reprimand only that he/she has been afforded the rights set forth in this Article. This signature shall not be construed as agreement with the content of the written reprimand nor shall it waive a member's right to appeal said document.

7. All appeals of such oral or written reprimands shall follow the normal chain of command (Principal, Superintendent, Board of Education) and the decision of the Board of Education shall be final and binding.

8. This policy shall not be construed to limit any professional or legal rights of the Board or teacher involved in obtaining due process as specifically written in this contract.

9. No teacher shall be disciplined, reprimanded, reduced in position or compensation or deprived of any contract status without just cause. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

10. With respect to the same offense, there shall be no deviation from the procedural order of progressive discipline, unless the seriousness of the situation warrants.

K. TRANSFER & VACANCY

The assignment of teachers and their transfer to positions in the various schools and departments of the district shall be made by the superintendent on the basis of the following criteria, which are listed in the order of priority.

- Qualifications/Licensure of the teacher.
- Contribution which the teacher could make to the students in the new position.
- Desire of teacher regarding assignment or transfer.
- Opportunity for professional growth.
- Length of service at Lakewood.

All teachers are subject to annual assignment, but the above listed criteria shall be used in conjunction with the recommendation of the building principal.

The local superintendent reserves the right to make reassignments in the best interests of the school district.

1. Voluntary

   A teacher may request to transfer from the current position to any other vacant position for which a teacher has standard certification and/or licensure. Upon making written request to the superintendent, a copy of said request shall be given to the teacher's principal or immediate supervisor and the teacher shall be granted an interview for the position. If the request is denied, the superintendent shall notify the teacher in writing with the reason for said denial as soon as possible with recommendations as to how the teacher can improve his/her chances for future transfers.

2. Involuntary

   Involuntary transfer may be initiated by the administration pursuant to the following procedure no later than August 1, when possible.

   a. A conference between the superintendent, and/or the principal and the teacher shall take place before official notice is made.

   b. A teacher shall not be transferred to a position for which he/she is without provisional, professional, or life certification.

   c. Involuntary transfer shall be used only in the best interests of the school district.

   d. The teacher will receive a written explanation of the reasons the involuntary transfer is being made and why the transfer is in the best interest of the district.

3. Notice of Vacancies & Reassignments

   a. Notice of vacancies and new positions for all regular and supplemental positions within the certificated staff shall be emailed to each teacher's school email address and posted on faculty bulletin boards for five (5) workdays during the school year. Interested members must submit a request in writing to the local superintendent for consideration no later than the last day of posting.

   b. During the month of April of each year, the local Superintendent will make a survey of all members to determine their employment desires in the Lakewood Local School District. During the months of June, July, and August, members expressing the desire to be transferred or promoted to a specific position, shall be notified via email to each teacher's school email address of any vacancies or newly created positions for which an interest or desire has been expressed. For June, July and August the posting period shall be three (3) workdays. It shall be the responsibility of each member to keep the local superintendent informed of immediate availability for an interview. The superintendent shall strive to contact all members

expressing an interest in the vacant or newly created position for a period of five (5) days after the vacancy occurs or new position has been created.

L. REDUCTION IN FORCE

If the Board determines it necessary to reduce the number of bargaining unit positions under RC 3319.17 or for territorial changes, organization or attendance boundary changes as part of the District Reorganization Plan, changes in curricular offerings, and/or a decrease in the sum of general fund revenues, special state and federal funds from which bargaining unit salaries are drawn, the following procedures shall apply:

1. The Association president shall be notified of the Board's intent to consider a RIF program and reasons for such program.

2. A meeting shall be held between representatives of the Association and the Superintendent by March 20 to review appropriate data and assess the need for a RIF program for the ensuing school year or ninety (90) days prior to any Board action during the current school year. Implementation of a Reduction In Force (RIF) shall be in accordance with the following procedure:

3. Procedures for Determining a RIF List:

   a. A seniority list shall be prepared of all teachers according to certification, continuing contract (issued by the Board), and seniority (continuous service in the district) within all areas of certification for each teacher. This list shall be maintained and updated on an annual basis and provided to the Association President by September 30 of each year. The Association President will ensure that the list is distributed throughout the bargaining unit. Teachers will have until October 31 to notify the Association President of any errors in the seniority list. The Association President will compile a corrections list and submit it to the Superintendent by November 15. The Superintendent will investigate any reported errors and issue a corrected list by December 1. The list shall include the following information:

      1) Seniority regarding years of service in the district.

      2) Areas of certification on file at the central office as of September 15.

   b. The Board of Education shall act on all continuing contracts prior to implementation of this procedure for those who qualify.

   c. A formal statement list shall be prepared indicating the specific positions to be abolished. This list shall be given to the Association president by April 1 of each year.

   d. A reduction in force list will be prepared by applying the following steps until all necessary reductions have been accomplished:

      1) All members of the bargaining unit will be placed on seniority list for each teaching field(s) for which they are properly certificated. Teachers serving under limited contracts will be placed on the list

under continuing contract teachers, also in descending order of seniority.

2) Seniority will be defined as the length of continuous service under regular contract in this district. Time spent in a non-bargaining unit position shall not contribute to accrual of seniority but shall not constitute a break in seniority. Such an individual may only return to the bargaining unit if there is a vacancy not caused by a Reduction In Force or involuntary transfer.

i. Board approved leaves of absence will not interrupt seniority, but time spent on such a leave shall not count toward seniority.

ii. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:

a) The date of the Board meeting at which the teacher was hired, and then by;

b) The date the teacher signed his/her initial employment contract in the district, and then by;

c) Any remaining ties will be broken by flip of coin.

iii. Recommended reductions in a teaching field will be made by:

Teachers shall be reduced first by utilizing the following order:

a) Licensure/Certification;

b) Competency as determined by formal evaluation;

c) When evaluations are comparable, seniority in the District shall prevail. Teachers on continuing contracts will be given preference in RIF.

4. A teacher whose contract is suspended as a result of a RIF program shall be given written notification, by certified or personally hand delivered mail, that his/her employment will be suspended and the reason for such suspension. If hand delivered both parties will sign and date that the letter was delivered and received. At no time shall the hand delivered letter be delivered before or during the school day.

5. Reasons for all RIFs shall not be arbitrary, capricious or discriminatory.

6. For the purpose of determining which evaluations are comparable, all members rated "Accomplished" shall be deemed comparable to one another; all members rated "Skilled" shall be deemed comparable to one another; all members rated

"Developing" shall be deemed comparable to one another; and all members rated "Ineffective" shall be deemed comparable to one another.

M. THREATENING BEHAVIOR TOWARD STAFF

Threatening conduct may take different forms, including but not limited to the following:

1. Face-to-face encounters in which words are used that indicate to the bargaining unit member that his or her safety and well-being are in jeopardy, including any form of sexual harassment;

2. Written communications that include comments toward the bargaining unit member and/or his or her family which are disparaging, defamatory or threatening, or would imply or state explicitly that the bargaining unit member and/or his or her family may be subject to some form of physical abuse or violence, including any form of sexual harassment;

3. Written or spoken comments to a bargaining unit member which could subject him or her to blackmail or extortion; and/or

4. Written or spoken communication and/or actions what would imply or explicitly state that some form of damage may be done to the property of a bargaining unit member or a member of his or her family.

5. All references herein to communication(s) or comments shall also include online, electronic, or social media.

Any bargaining unit member who believes that he or she is the victim of any of the above actions or has observed such actions taken by a student, co-worker, supervisor, or other person associated with the District such as a vendor, contractor, volunteer, or school official should promptly take the following steps:

a. If the perpetrator of a threat is a student of the District, the supervisor, if not the student's principal, should immediately inform the student's principal, the Superintendent, and the LTA president, of the alleged perpetrator.

b. If the alleged perpetrator of a threat is the bargaining unit member's supervisor, the affected bargaining unit member should, as soon as possible after the incident, contact the Superintendent and the LTA president.

c. If the alleged perpetrator of a threat is not the bargaining unit member's supervisor, the affected bargaining unit member should, as soon as possible after the incident, contact his or her principal, the superintendent and the LTA president.

The bargaining unit member may make initial contact either by telephone or personal visit with a written report to follow as soon as possible to the LTA president and the building principal. During this contact, the reporting bargaining unit member should provide the name of the person(s) whom he or she believes to be responsible for the threat and the nature of the threatening incident(s). A

written summary of each such report is to be prepared promptly by the bargaining unit member threatened after consultation with his or her supervisor or building principal and forwarded to the superintendent.

Each report received by the building principal, superintendent, and the LTA president as provided above, shall be investigated in a timely and confidential manner. While a charge is under investigation, no information is to be released to anyone who is not involved with the investigation, except as may be required by law or in the context of a legal or administrative proceeding. No one involved is to discuss the subject outside of the investigation.

The purpose of this provision is to:

a. protect the confidentiality of the bargaining unit member who files a complaint;

b. encourage the reporting of any incidents of threat;

c. protect the reputation of any party wrongfully charged with threatening conduct.

Investigation of a complaint shall include conferring with the parties involved and any named or apparent witnesses. All staff members and others involved are to be protected from coercion, intimidation, retaliation, or discrimination for filing a complaint or assisting in an investigation.

If the investigation reveals that the complaint is valid then prompt, appropriate remedial and/or disciplinary action will be taken immediately to prevent the continuance of the harassment or its recurrence.

Nothing herein may prohibit a member from filing criminal and/or civil complaints against the perpetrator of a threat.

STUDENT CODE OF DISCIPLINE STAFF THREATS

First Offense: A form of suspension, notification to civil authorities if appropriate, request for expulsion.

N. HEALTH & SAFETY

1. Maintenance of Health and Safety

The employer shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause accident, injury, or illness to employees. The Employer's Occupational Safety and Health program shall comply with the requirements of ORC 4167.

2. First Aid

The employer shall ensure that there are adequate first aid kit(s) in each classroom.

O. BUILDING ADVISORY COMMITTEE

1. The members of the bargaining unit in each building shall form a building advisory committee in order to create a positive cooperative environment in which they are free to discuss and effect change in areas of their interest and/or concern, as long as such have not been made the subject of a grievance. The purpose of the building advisory committee will be to provide a positive vehicle for communication between teachers and the administration.

2. The primary functions of the building advisory committees are to discuss building operations and any items of interest and/or concern and to seek to provide appropriate solutions to the administration.

3. Establishment of the building advisory committee shall be no later than October 1 of school each year. Committee membership will be mutually agreed upon by the Association President and/or designee and the Building Principal and/or designee. As least one of these teachers must be a building representative or Association officer. The building advisory committee shall also include the Building Principal or the Building Assistant Principal. The faculty must appoint a secretary to prepare an agenda, take notes and distribute minutes. Agendas will be distributed to all staff members two (2) working days in advance of the regular meeting. Minutes of the building advisory committee meeting will be distributed within one week after the meeting was held. The secretary will distribute the minutes to all faculty members.

4. Membership on the building advisory committee will be a non-paid professional position.

P. RESIDENT EDUCATOR

1. Purpose

   The Resident Educator Program for beginning teachers will provide coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program is currently administered by LRESC.

2. Definitions

   a. Resident Educator Program

      A four-year program created and required by state law that is designed to provide newly licensed educators quality mentoring and guidance. Successful completion is required to advance to a five-year professional educator license.

   b. Resident Educator Mentor

      A mentor is a teacher trained through the Ohio Department of Education and Workforce Instructional Mentoring Program Mentor Academy to provide professional support to a resident educator.

c. Resident Educator

A resident educator is a teacher employed under a resident educator license.

d. Resident Educator Program Coordinator

A person who is selected by the district to manage the Resident Educator Program.

e. District Lead Mentor

A member designated by the Superintendent or his/her designee after consideration of recommendation by the Association President or Co-Presidents.

f. Formative Assessment

Formative assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

3. Resident Educator Mentor

a. Qualifications

1) The resident educator mentor teacher must have at least five (5) years teaching experience.

2) A resident educator mentor must be trained to act as a mentor through the Ohio Department of Education and Workforce Instructional Mentoring Program Mentor Academy.

3) A resident educator mentor teacher must hold a valid certificate/license.

4) A resident educator mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

b. Selection

Unit members will apply by completing the district committee form in the spring per district committee deadlines. Those approved for consideration will be forwarded to the Lead Mentor who will work with the building principal to assign mentors. The final selection of the mentor(s) and resident educator pairing will be determined by the Administration.

c. Responsibilities

1) The resident educator mentor shall carry out the Resident Educator Program in conjunction with the resident educator as developed locally and by the ODEW.

2) The Resident Educator mentor will use the Resident Educator Program tools and protocols to support the Resident Educator.

3) The Resident Educator mentor shall be assured of professional release time during the workday to meet with the assigned Resident Educator, attend mandated Resident Educator Program meetings, and to complete the necessary observations required in the program.

4) The Resident Educator mentor does not have a formal evaluative role. Any assessments that are evaluative in nature shall not be performed by the Resident Educator mentor.

5) The recommended maximum number of resident educators a Resident Educator mentor can have is one (1) for REyr1 and four (4) for Reyr2.

4. Resident Educator

a. The Resident Educator shall be assured of professional release time during the workday to meet with their assigned Mentor, attend mandated Resident Educator Program meetings, and to complete the necessary observations required in the program.

b. The Resident Educator may exercise the option to request a new Mentor. If a new Mentor is assigned, the former Mentor shall have his/her supplemental contract terminated without recourse to either party. Both Mentors shall receive a prorated share of the former Mentor's supplemental salary.

5. Compensation

a. The Board shall assume the cost of any training as well as provide release time to attend said training if required.

b. A stipend of eight hundred dollars ($800.00) per year will be paid for Year 1 Mentors for each Resident Educator they mentor. A stipend of four hundred dollars ($400.00) for Year 2 for each Resident Educator they mentor will be paid. The Lead Mentor will receive a stipend of two thousand dollars ($2,000.00) for the duties s/he performs each year. If at any time the LRESC decides to increase these stipends the district agrees to the increase.

6. Confidentiality of the Mentoring Process

a. All interaction, written or oral, between the Resident Educator mentor and resident educator shall be regarded as confidential. Any violation of this tenant by the Resident Educator mentor shall constitute grounds for immediate removal from the role as Resident Educator mentor and result in a newly assigned Resident Educator mentor.

b. The Resident Educator mentor-resident educator relationship shall be solely for the purpose of formative assistance. No information obtained in this relationship shall serve as a basis for any summative evaluation of the resident educator's performance.

c. All information, written or oral, shall not be used in any employment or reemployment situation by the Board and shall be confidential between the Resident Educator mentor and resident educator.

7. Miscellaneous

Should, at any time in the future, the Licking Regional ESC program cease to exist or the school district choose not to participate in the ESC program, a joint committee shall develop a District Level Entry Year Mentor Program. The committee shall be comprised of the lead mentor, two (2) members selected by LTA and two (2) members selected by the Superintendent.

Q. INCLUSION

1. Individualized Education Program (IEP) Team

Any employee whose duties would be impacted by an IEP can request a meeting at any time to review the IEP and/or the placement of the student. The meeting shall take place within five (5) working days from the date of the request.

2. Training/Staff Development

The employer shall provide training and/or staff development programs for employees whose duties are impacted by an IEP and/or special needs student.

3. Class Size

The determination of the size of regular classes with inclusion students shall take into consideration any extraordinary demands on physical space, teacher contact, and/or teacher supervision. The participation of a special education teacher and/or aide shall not change the teacher/pupil ratio of the regular classroom teacher.

4. Specialized Health Care Procedures

Under usual conditions, nurses or Health Safety Monitors will conduct necessary medical custodial care products/services.

5. Release Time/Compensation

When possible, coverage will be provided for employees to attend IEP meetings.

Special education professionals will be given the equivalent of one (1) day of release time to work on IEPs and ETRs. This work will occur onsite.

6. Challenge of Student Placement

An employee who is impacted by an IEP and who has reason to believe that the student's placement is inappropriate may challenge the placement of the student by providing notice to the administration indicating that the IEP team be reconvened to discuss the placement and to resolve the student service problem. The employer shall reconvene the IEP team no later than five (5) days after receipt of the employee's notification.

7. Student & Employee Protection

Teachers who believe that student's/students' IEP or Section 504 Plans are not being followed appropriately will raise those concerns by using the appropriate chain of command. The chain of command will begin with the intervention specialist (when appropriate), building principal, then will be processed to the Director of Special Education, followed by the Director of Teaching and Learning and the Superintendent. The goal is to resolve issues at the lowest possible level.

R. PROFESSIONAL DEVELOPMENT

A Professional Development committee will be formed. The LTA President and Superintendent will appoint members to the committee for the purpose of planning and delivering quality professional development in collaboration with the administration.

S. COLLEGE CREDIT PLUS

1. A teacher who teaches a CCP course will receive a stipend of five hundred dollars ($500.00) per CCP course taught. The stipend will be paid at the end of the course.

2. The teacher shall be given professional leave time to attend mandatory meetings/training with the college partnering with the District to provide CCP courses. If the mandatory meetings/training occur outside of the contractual workday, the unit member will be compensated at the negotiated agreed upon PD rate.

3. Any evaluation conducted by the college of a unit member instructing a CCP course shall not have any force or effect on the unit member's District evaluation.

ARTICLE 6 – PAID & UNPAID LEAVES

A. SICK LEAVE

Sick Leave is provided for all full-time teachers at the rate of one and one quarter (1 ¼) days for each completed month of service. Sick leave may be used in one-quarter (¼) day increments.

Beginning teachers automatically have fifteen (15) days of sick leave. However, if used, those fifteen (15) days must be re-earned before additional days are accumulated.

Employees may use sick leave for absence due to injury, illness, pregnancy, disability, exposure to contagious disease. Employees may also use sick leave for absence up to ten (10) days per occurrence due to death, injury, illness, pregnancy, disability, or exposure to contagious disease for members of the immediate family as defined below; however, spouses and dependent children are excluded from this limit. Based upon extenuating circumstances, the superintendent may approve additional days for this purpose.

1. Sick Leave Caps and Transfer In

   a. Sick Leave accumulation shall be capped at three hundred thirty (330) days.

   b. Days transferred in from another public section in Ohio shall be limited to one hundred sixty-five (165) days.

      Members of the Bargaining Unit who currently have accumulations in excess of the above sick leave caps shall be frozen until such time as their accumulation falls beneath the stated caps. At such time, they may begin to accumulate days but in no event shall the accumulation exceed the sick leave cap in place.

2. Definition of Immediate Family

   Immediate family shall be defined for this policy to include the following: spouse, children, father, mother, sister, brother, respective-in-laws, grandfather, grandmother, grandchildren and individuals who hold the same position in the household. Sick leave may also be used for other persons acceptable to the superintendent.

3. Incentive for Non-Use:

   Full time members of the bargaining unit employed one hundred twenty (120) days or more per contract year will be paid as follows for the non-use of sick leave:

   a. A total of zero (0) days of sick leave - three hundred dollars ($300.00).

   b. A total of one (1) day use of sick leave - two hundred dollars ($200.00).

   c. A total of two (2) days use of sick leave - one hundred dollars ($100.00).

Part time members of the bargaining unit employed twenty (20) hours per week under regular contract shall be granted this incentive on a pro-rated basis.

Such payment shall be included in the second pay in June.

NOTE: One-half (1/2) or one-quarter (1/4) day usage of sick leave shall be counted as a full day for incentive pay purposes.

4. Maternity Leave:

Employees giving birth or adopting may use up to eight (8) weeks of sick leave after giving birth or adopting for maternity leave. Such leave shall commence with the delivery or adoption date. If the employee does not have enough sick leave days to cover the eight (8) weeks maternity leave, the employee can take the remaining time as unpaid leave. Personal leave days can be used during maternity leave. At the conclusion of the eight (8) weeks maternity leave, the employee giving birth or adopting may request in writing an additional four (4) weeks unpaid Family Medical Leave, which shall be granted provided that the employee has not exhausted all twelve (12) weeks of FMLA leave. The employee has the option of using available sick leave concurrently with the FMLA leave for the additional four (4) weeks.

5. Paternity Leave:

Spouses and/or partners may use up to two (2) weeks of paid sick leave days. Personal leave days can also be used during paternity leave. At the conclusion of the two (2) weeks paternity leave, the employee may request in writing an additional ten (10) weeks unpaid Family Medical Leave, which shall be granted provided that, the employee is eligible and has not exhausted all twelve (12) weeks of FMLA leave.

B. SICK LEAVE BANK

The Lakewood Local Board of Education and the Lakewood Education Association hereby agree to establish a Sick Leave Bank (SLB) on the following basis:

1. An enrollment period shall be established between September 1 and September 30 for each member of the bargaining unit to voluntarily donate a maximum of one (1) day of their accumulated, but unused, sick leave days to a SLB. The SLB shall have not less than fifty (50) days. The SLB shall not exceed a maximum of one (1) day times the total number of members of the bargaining unit. However, all employees who have not previously joined shall be given the opportunity to do so on an annual basis. Only individuals who have contributed to the SLB are eligible to withdraw sick days from the SLB.

   All new bargaining unit members shall be eligible for enrollment in the SLB. New members may enroll by donating one (1) sick leave day to the Bank within thirty (30) days after the date of hire.

2. A committee comprised of the superintendent or his/her designee, the president of the Association, one (1) building principal chosen by the superintendent, and two

(2) Association members chosen by the Association president, shall administer the Bank. The Committee shall develop the approved form and shall approve applications at its discretion.

3. Use of days from the SLB will be limited to serious or catastrophic illness or injury of the bargaining unit member, spouse or member's dependent children. Bargaining unit members must have exhausted all of their accumulated sick leave and permissible advances prior to withdrawals from the SLB. Bargaining unit members who have exhausted all of their sick leave accumulation, who have developed a serious or catastrophic illness, and who have contributed to the Sick Leave Bank may request sick leave days from the Bank.

4. Approved bargaining unit members shall be granted up to a maximum of twenty (20) days from the Bank. The Committee may grant up to an additional twenty (20) days per catastrophic incident.

5. The Committee shall require bargaining unit members who have requested sick leave days from the Bank to provide a statement from their physician describing the nature of the illness and a prognosis relative to the member's probable period of absence from duty.

6. Members whose request for additional sick days and whose illness or injury is such that their physician cannot give a probable date of return to duty and, who qualify, shall be required to apply for disability retirement.

7. The SLB shall not be used as a means for increasing retirement compensation.

8. Should the number of days in the SLB be exhausted, the Committee will meet to mutually agree upon additional contributions and the procedure for making such contributions.

9. Donations to the SLB shall not disqualify a member for incentive pay.

10. The decisions of the SLB are final and not subject to the grievance procedure.

C. PERSONAL LEAVE

Each bargaining unit member will be granted three (3) days unrestricted paid personal leave each year. These three days of personal leave will not be deducted from the unused balance of accumulated sick leave time. Such leave of absence is to be granted upon request, in writing, made at least five (5) school days before the absence is to begin.

The Superintendent, in her/his sole discretion, shall upon availability of substitutes, grant such leave of absence.

This leave is to be used for days which cannot be credited to sick leave (ORC 3319.141) and for personal business which cannot be scheduled outside of regular school hours.

Personal leave may not be taken during the last two (2) weeks of school except for emergency purposes or upon submitting a written request to the member's immediate supervisor describing a special family event that he/she desires to attend that falls during

the last two (2) weeks that school is in session. Personal leave will be granted to attend a special family event. Examples of special family events include: a child's graduation, parent/teacher conferences, etc.

Events or circumstances beyond the control of the employees which prevents application in writing shall be judged on the merit of the request. Employees shall, if possible, contact the superintendent directly prior to this event, or immediately upon return. This does not negate the responsibility of the employees contact with his/her supervisor prior to absence.

No more than three (3) members per day may be granted personal leave at any District building.

In cases of an emergency, personal leave for additional members may be approved at each building upon request submitted to the superintendent and/or his designee.

Incentive for Non-Use: Full-time members of the bargaining unit employed one hundred twenty (120) days or more per contract year will be paid at one hundred twenty dollars ($120.00) times any remaining unused personal leave balance. A unit member will be permitted to rollover up to two (2) personal leave days to his/her sick leave balance. Unit members that roll over a personal leave day to sick leave balance will not receive the one hundred twenty dollars ($120.00) for the rolled over day.

Unit members must submit the appropriate form indicating their selection for the personal day bonus by June 1 of each year. If a unit member does not submit a form by the deadline, he/she will be paid the bonus in cash.

Part-time Members of the bargaining unit employed twenty (20) hours per week under regular contract shall be granted this incentive on a pro-rated basis.

Such payment shall be included in the second pay in June.

NOTE: One-half (1/2) day usage of personal leave shall be counted as a full day for incentive pay purposes.

Any bargaining unit member who completes their contractual obligation will receive the personal leave bonus if eligible. Any bargaining unit member who does not complete the contractual year will not be eligible for the personal leave bonus.

D. EMERGENCY LEAVE SALARY DEDUCT

The superintendent of schools is granted authority to grant any teacher up to three (3) days a year emergency leave of absence from his/her duties. Such leave of absence is to be granted upon request, in writing, made at least five (5) days before the period of absence is to begin.

The applicant must submit the request in writing to his/her immediate supervisor. The supervisor will either deny/grant the request and make a recommendation to the Superintendent.

The superintendent, in his/her sole discretion, may grant such leave of absence. If the emergency leave is granted, the applicant shall suffer loss of salary for such absences. Such days are not accumulative and shall not be deducted from sick leave. This leave is to be used for days which cannot be credited to sick leave or personal leave. The employee shall use personal leave prior to the use of any emergency salary deduction day.

Events or circumstances beyond the control of the employees which prevent application in writing shall be judged on the merit of the request. Employees shall, if possible, contact the superintendent directly prior to this event, or immediately upon return. This does not negate the responsibility of the teachers contact with his/her supervisor prior to absence.

There shall be no past practice precedent set regarding any requests for emergency leave salary deduct.

Administration may not allow more than three (3) salary deduct days per the contract. The Administration may discipline staff members who do so.

E. PROFESSIONAL LEAVE

Professional leave shall be used for visitation, both in and out of the district, for any of the following reasons:

1. Observation of:
    a. Curricular program
    b. Instructional techniques
    c. Instructional facilities
2. Attendance at:
    a. Professional meetings
    b. Workshops
    c. Conferences
    d. Conventions (other than those defined in Association Leave)
    e. Legal proceedings related to employment.

Professional leave when granted will occur with no loss of salary. Professional Leave Request forms and estimated costs for professional leave must be submitted ten (10) days in advance to the building principal(s) and be approved by the superintendent in advance of the leave. The superintendent may waive the ten (10) school days in case of emergency. If disapproved, reasons for disapproval shall be provided in writing by the administrator who denied the leave. Reimbursement by the Board shall be made to the teacher for necessary and actual expenses incurred through attendance at such meetings in keeping with this policy whenever said leave is approved. Teachers may be required to present their experience to their colleagues.

Coaches, Band Director and Assistant Band Director(s) are permitted to use professional leave for attendance at clinics and state tournaments as follows:

Head Coach/Band Director	2 Clinics 1 State Tournament
Assistant Coach(es)/ Assistant Band Director(s)	1 Clinic 1 State Tournament

Reimbursement for professional leave expenditures will be made upon the completion of a post-conference reimbursement form. All post-conference reimbursement forms and itemized receipts must be submitted within thirty (30) days following the conference date. Expenses submitted after the thirty (30) day period will not be reimbursed.

The expense form will list mileage or the cost of public carrier, whichever is less. Mileage will be calculated at the approved IRS rate in effect July 1 of each year for the use of private automobiles. The IRS mileage reimbursement rate on July 1 shall be based on the IRS rate effective the prior January 1.

Lodging will be reimbursed at the actual cost. Meals will be reimbursed at the receipted rate not to exceed the following: Breakfast - $10.00; Lunch - $10.00 (only if not provided as part of function); and Dinner - $18.00. Meals for Breakfast and Dinner that are not related to overnight travel will not be reimbursed. The actual cost of registration is reimbursable; dues are not. The actual amounts for the use of taxi cabs, rental cars, and other means are required. Approval must be granted prior to car rental (receipt required) or extensive use of taxi cabs or other miscellaneous forms of transportation. Professional leave expenses for meetings in-house during the regular workday will not be reimbursed.

The parties agree that language contained herein applies specifically to mileage reimbursement for travel incurred in the course of Professional Development activities as specified in this article, which take place outside of the district. Travel within the District that does not fall under Professional Development will not be reimbursed.

The Board and the administration shall make every effort to grant professional leave on an equitable basis and rotate the leave among all teachers of the district. Teachers may request additional explanation other than those written on the request form, if they are denied professional leave.

Professional Leave forms will be available at each building's office.

F. ASSAULT LEAVE

Any case of assault upon a teacher shall be reported promptly to the building principal. The administration shall assist and support the teacher in notifying the appropriate law enforcement agency of such assault and cooperate with an investigating officer and in any hearing or other such legal proceeding arising out of such assault. The teacher shall be given release time with no loss of pay to attend such required hearings.

Assault leave with pay will be available to teachers who are unable to perform their contractual duties because of injury or illness caused by an assault on the teacher while

he/she is performing his/her contractual duties. All such leave will be subject to the following provisions:

1. Assault leave under this provision shall not be charged to sick leave.

2. Such paid leave will be limited to a maximum of twenty (20) working days per school year.

3. The teacher shall be required to provide a physician's statement describing the nature of the disability and its duration. The Board shall have the right to have the employee examined by a physician of the Board's choice at Board's expense.

4. The teacher will be maintained on full pay status with fringe benefits during the period of paid assault leave.

5. If, upon the exhaustion of both sick leave and paid assault leave, the teacher is still unable to perform his/her contractual duties, he/she shall be eligible for a leave of absence. Such leave of absence herein provided is without pay and is not to exceed two (2) consecutive years unless renewed by the Board pursuant to RC 3319.13

6. Any member currently on leave of absence shall inform the Board by July 10 of their intention to return or request additional leave.

G. FAMILY & MEDICAL LEAVE

Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993 as amended. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such grievance does not prohibit an employee from enforcing his/her rights under the Act.

1. Protection of Employment

   The Board shall return the employee taking a leave under this Article to the same position he/she occupied prior to the leave.

2. Insurance Continuation

   The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and life insurance plans for the employee while he/she is on leave under this Article.

H. PARENTAL LEAVE

A teacher may request in writing a leave of absence as the result of pregnancy or adoption of a child. Leaves of absence herein provided are without pay and are not to exceed two (2) consecutive years unless renewed by the Board in which case said renewal will not exceed an additional two (2) years in keeping with the RC 3319.13.

I. SABBATICAL LEAVE

The Lakewood Local School District will consider requests for Sabbatical leave to the provisions herein stated and according to the provisions of RC 3319.131.

A member of the instructional staff, upon written request to the Board, may be granted a leave of absence with part pay for up to one (1) school year.

1. A member of the instructional staff shall have had five (5) years educational experience in the system.

2. A plan of professional improvement during the period the sabbatical leave is requested shall be submitted and followed by the teacher.

3. The part salary shall be the difference between the employee's regular salary and the cost of a substitute.

4. Additional sabbaticals shall be made available to members of the instructional staff after completion of five (5) additional years of teaching experience, only after consideration of those applying for sabbatical for the first time.

5. Members of the instructional staff returning from sabbatical shall be returned to the same assignment or equivalent position held prior to such leave.

6. A teacher on sabbatical leave must return to the district for at least one (1) year or repay all benefits received, unless relieved of their position by the Reduction In Force policy.

7. Members granted sabbatical leave shall receive all insurance benefits provided by the Board.

8. Application shall be made by June 1 for the following school year.

J. MILITARY LEAVE

Members of the bargaining unit shall be granted Military Leave in accordance with federal and state law.

Any teacher who enters the armed forces of the United States or the auxiliaries thereof, and who returns from such service with other than a dishonorable discharge, shall be reemployed by the Board under the same type of contract held at the time of entering the armed forces. Application for reinstatement must be made no later than thirty (30) days prior to the beginning of a semester and not more than ninety (90) days after discharge or release from the armed forces.

Years of absence for military service shall be counted as though teaching had been performed for the purpose of placement on the salary schedule. For salary purposes, the total months of duty shall be divided by twelve (12) and the salary credit given for each full year of service. A partial year of eight (8) months or more shall be counted as a year of service. A maximum of five (5) years of military service may be credited for salary purposes.

K. JURY DUTY/WITNESS LEAVE

Members receiving notices to service on jury duty shall promptly notify their building principal and submit a copy of the notice to the Treasurer. Members required to report and/or serve on jury duty shall receive their regular compensation. All remuneration received for reporting and/or serving on jury duty shall be assigned to the Treasurer.

Members subpoenaed to appear as a witness in a legal matter related to the member's role as a teacher, which has not been initiated by the member, and/or grievance arbitration, shall receive their regular compensation. All remuneration received for serving as a witness shall be assigned to the Treasurer.

Members required to make legal appearances for a personal matter will be required to use personal leave.

L. EXTENDED LEAVE OF ABSENCE

Bargaining unit members granted leaves of absence for an extended period of time are required to provide written notification to the Superintendent of their intention of returning to work for the next school year. This notification must be made by March 1. If such notification is not provided, the position will be posted as vacant.

ARTICLE 7 – SALARY & BENEFITS

A. SALARY & SALARY SCHEDULES

1. Wages

Effective August 1, 2024, the Base Salary will be increased by four percent (4.00%) to $41,916.00. All applicable step increases will apply.

Effective August 1, 2025, the base salary will be increased by three percent (3.00%) to $43,173.00. All applicable step increases will apply.

Effective August 1, 2026, the base salary will be increased by three percent (3.00%) to $44,468.00. All applicable step increases will apply.

2. Index

LAKEWOOD LOCAL SCHOOL DISTRICT SALARY INDEX
Effective August 1, 2024 through July 31, 2027

STEP	BA	5YR	MA	MA+15	MA+30
0	1.000	1.062	1.125	1.130	1.135
1	1.040	1.107	1.175	1.185	1.190
2	1.080	1.152	1.225	1.240	1.245
3	1.120	1.197	1.275	1.295	1.300
4	1.160	1.242	1.325	1.350	1.355
5	1.200	1.287	1.375	1.405	1.410
6	1.240	1.332	1.425	1.460	1.465
7	1.280	1.377	1.475	1.515	1.520
8	1.320	1.422	1.525	1.570	1.575
9	1.360	1.467	1.575	1.625	1.630
10	1.400	1.512	1.625	1.680	1.685
11	1.440	1.557	1.675	1.735	1.740
12	1.480	1.602	1.725	1.790	1.795
13	1.520	1.647	1.775	1.845	1.850
14	-	1.692	1.825	1.900	1.905
15	-	-	1.875	1.955	1.960
17	1.560	1.737	1.925	2.010	2.015
20	1.600	1.782	1.975	2.065	2.070
22	1.640	1.827	2.025	2.120	2.125
24	1.680	1.872	2.075	2.175	2.180
27	1.720	1.917	2.125	2.230	2.235
29	1.760	1.962	2.175	2.285	2.290
31	1.800	2.007	2.225	2.340	2.345

3. Salary Schedules

a. The following salary schedules shall be applied to members of the instructional staff for performance of regular teaching duties during the regular school day and the regular school year of one hundred eighty-three (183) days.

b. Part-time, extended time, and summer school members of the instructional staff shall be placed on the salary schedule based on the individual's training and experience levels and receive compensation pro-rated based on the percentage of each day worked.

c. The training columns in the salary schedule are defined as follows:

- "BA" = Bachelor's degree;
- "5 YR" = Bachelor's degree and a total of 150 semester hours;
- "MA" = Master's degree;
- "MA+15" = Master's degree, plus fifteen (15) additional graduate semester hours after receipt of the Master's degree; and
- "MA+30" = Master's degree plus thirty (30) additional graduate semester hours after receipt of the Master's degree.

The following salary schedules shall be supplemented for additional training in keeping with the following provisions:

d. Three (3) quarter hours shall equal two (2) semester hours for purposes of this salary schedule.

e. Course credit application to this section shall be any credit obtained for completion of the Bachelor's or Master's Degree, respectively, from an accredited institution of Ohio, any state in the United States, or a recognized accredited institution of a foreign country. Teachers will be placed on the salary schedule in accordance with their education and experience. Full credit for previous teaching experience will be accepted. Up to five (5) years credit will be allowed for military service. Adjustments for additional training shall be made four (4) times per year on August 15, October 15, January 15 and April 15. A transcript of successful completion of necessary coursework must be received at the Board office by the first day of each of these months prior to the dates above (e.g. August 1 for August 15 adjustment). Transcripts received after the deadline date will be held until the next date of adjustment. Salary will be prorated for the remainder of the year when adjustments occur.

f. Teachers at the maximum of a column will move across to the adjoining step of the higher column when securing advanced training unless the higher column provided additional steps and the teacher will move to that step in the higher column in accordance with his/her experience.

LAKEWOOD TEACHERS ASSOCIATION					
AUGUST 1, 2024 SALARY SCHEDULE (4% Increase)					
STEP	BA	5YR	MA	MA+15	MA+30
0	41,916	44,515	47,156	47,365	47,575
1	43,593	46,401	49,251	49,670	49,880
2	45,269	48,287	51,347	51,976	52,185
3	46,946	50,173	53,443	54,281	54,491
4	48,623	52,060	55,539	56,587	56,796
5	50,299	53,946	57,635	58,892	59,102
6	51,976	55,832	59,730	61,197	61,407
7	53,652	57,718	61,826	63,503	63,712
8	55,329	59,605	63,922	65,808	66,018
9	57,006	61,491	66,018	68,114	68,323
10	58,682	63,377	68,114	70,419	70,628
11	60,359	65,263	70,209	72,724	72,934
12	62,036	67,149	72,305	75,030	75,239
13	63,712	69,036	74,401	77,335	77,545
14	63,712	70,922	76,497	79,640	79,850
15	63,712	70,922	78,593	81,946	82,155
17	65,389	72,808	80,688	84,251	84,461
20	67,066	74,694	82,784	86,557	86,766
22	68,742	76,581	84,880	88,862	89,072
24	70,419	78,467	86,976	91,167	91,377
27	72,096	80,353	89,072	93,473	93,682
29	73,772	82,239	91,167	95,778	95,988
31	75,449	84,125	93,263	98,083	98,293

LAKEWOOD TEACHERS ASSOCIATION					
AUGUST 1, 2025 SALARY SCHEDULE (3% Increase)					
STEP	**BA**	**5YR**	**MA**	**MA+15**	**MA+30**
0	43,173	45,850	48,570	48,785	49,001
1	44,900	47,793	50,728	51,160	51,376
2	46,627	49,735	52,887	53,535	53,750
3	48,354	51,678	55,046	55,909	56,125
4	50,081	53,621	57,204	58,284	58,499
5	51,808	55,564	59,363	60,658	60,874
6	53,535	57,506	61,522	63,033	63,248
7	55,261	59,449	63,680	65,407	65,623
8	56,988	61,392	65,839	67,782	67,997
9	58,715	63,335	67,997	70,156	70,372
10	60,442	65,278	70,156	72,531	72,747
11	62,169	67,220	72,315	74,905	75,121
12	63,896	69,163	74,473	77,280	77,496
13	65,623	71,106	76,632	79,654	79,870
14	65,623	73,049	78,791	82,029	82,245
15	65,623	73,049	80,949	84,403	84,619
17	67,350	74,992	83,108	86,778	86,994
20	69,077	76,934	85,267	89,152	89,368
22	70,804	78,877	87,425	91,527	91,743
24	72,531	80,820	89,584	93,901	94,117
27	74,258	82,763	91,743	96,276	96,492
29	75,984	84,705	93,901	98,650	98,866
31	77,711	86,648	96,060	101,025	101,241

LAKEWOOD TEACHERS ASSOCIATION					
AUGUST 1, 2026 SALARY SCHEDULE (3% Increase)					
STEP	**BA**	**5YR**	**MA**	**MA+15**	**MA+30**
0	44,468	47,225	50,027	50,249	50,471
1	46,247	49,226	52,250	52,695	52,917
2	48,025	51,227	54,473	55,140	55,363
3	49,804	53,228	56,697	57,586	57,808
4	51,583	55,229	58,920	60,032	60,254
5	53,362	57,230	61,144	62,478	62,700
6	55,140	59,231	63,367	64,923	65,146
7	56,919	61,232	65,590	67,369	67,591
8	58,698	63,233	67,814	69,815	70,037
9	60,476	65,235	70,037	72,261	72,483
10	62,255	67,236	72,261	74,706	74,929
11	64,034	69,237	74,484	77,152	77,374
12	65,813	71,238	76,707	79,598	79,820
13	67,591	73,239	78,931	82,043	82,266
14	67,591	75,240	81,154	84,489	84,712
15	67,591	75,240	83,378	86,935	87,157
17	69,370	77,241	85,601	89,381	89,603
20	71,149	79,242	87,824	91,826	92,049
22	72,928	81,243	90,048	94,272	94,495
24	74,706	83,244	92,271	96,718	96,940
27	76,485	85,245	94,495	99,164	99,386
29	78,264	87,246	96,718	101,609	101,832
31	80,042	89,247	98,941	104,055	104,277

4. STRS "PICK-UP" VIA "SALARY REDUCTION"

The Board herewith agrees with the Association to pick-up, utilizing the salary reduction method, contributions (at no cost to the Board) to the State Teachers Retirement System (STRS) paid upon behalf of the teachers, under the following terms and conditions:

a. The amount to be "picked up" on behalf of each teacher shall be that amount required to be contributed to STRS (currently 10.0 %) based upon the member's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked up" by the Board for purposes of State and Federal tax only. * (e.g., gross pay divided by the number of days in a teacher's contract)

b. Shall be uniformly applied to all members of the bargaining unit.

c. Payment for all paid leaves, sick leave, personal leave, severance and supplemental including unemployment and worker's compensation shall be based on the employee's daily gross pay prior to reduction as a basis.

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the agreement shall be declared null and void.

5. PAY SCHEDULE/INFORMATION

Members of the instructional staff shall be paid in twenty-four (24) equal payments on the 15th and 30th of each month. All deductions shall be equally divided between the two (2) pays.

a. Alternations of the distribution of payments for services may be made with mutual consent of the Treasurer of the Board and the individual member of the instructional staff.

b. Payroll information shall be available to members of the bargaining unit electronically through the use of the "Kiosk Program" available on any computer throughout the district. If a paper check must be generated (e.g., due to change of employee's financial institution or account), the affected member is considered notified of receiving a paper check when he/she receives a copy of the change in financial institution form, once he/she completes the form.

c. All paper checks will be mailed the day prior to the regular pay date.

B. SUPPLEMENTAL SALARY SCHEDULE

GROUP I

LHS Band Director
Basketball – Varsity Head – Boys
Basketball – Varsity Head – Girls
Football – Varsity – Head

GROUP II

LHS Assistant Band Director
Baseball – Varsity Head
Basketball – Varsity Assistant – Boys
Basketball – Varsity Assistant – Boys
Basketball – Varsity Assistant – Girls
Basketball – Varsity Assistant – Girls
LHS Cheerleader Advisor – Basketball
LHS Cheerleader Advisor – Football
Cross Country Varsity Head – Boys
Cross Country Varsity Head – Girls
Football – Varsity Assistant
Football – Varsity Assistant
Football – Varsity Assistant
Golf – Varsity Head – Boys
Golf – Varsity Head – Girls
Soccer – Varsity Head – Girls
Soccer – Varsity Head – Boys
Softball – Varsity Head
Track – Varsity Head – Boys
Track – Varsity Head – Girls
Volleyball – Varsity Head
Wrestling – Varsity Head
Varsity Swim Coach

GROUP III

LMS Band Director
Baseball – Varsity Assistant
Baseball – Varsity Assistant
Baseball – Freshman
Basketball – Middle – 7th Grade – Boys
Basketball – Middle – 8th Grade – Boys
Basketball – Middle – 7th Grade – Girls
Basketball – Middle – 8th Grade – Girls
Freshman Basketball – Girls
Freshman Basketball - Boys
Football – Middle – 7th - 8th
Football – Middle – 7th - 8th
Football Assistant
Football Assistant
Football Assistant
LHS Guidance Counselor
LHS Guidance Counselor
LMS Guidance Counselor
Soccer – Varsity Assistant – Girls
Soccer – Varsity Assistant – Boys
Volleyball – Varsity Assistant
Volleyball – Varsity Assistant
Softball – Varsity Assistant
Softball – Varsity Assistant
Softball – Freshman
Track – Varsity Assistant – Boys
Track – Varsity Assistant – Girls
Wrestling – Varsity Assistant
LHS Play Director – Fall
LHS Play Director – Spring

GROUP IV

Co-Ed Bowling Head
LMS Cross Country – Boys
LMS Cross County – Girls
Freshman JV Cheerleader Advisor – Football
Freshman JV Cheerleader Advisor – Basketball
Golf Junior Varsity
LMS Golf
Middle 7th & 8th Cheerleader Advisor – Football
Middle 7th & 8th Cheerleader Advisor – Basketball
LMS – Track – Girls
LMS – Track – Boys
Volleyball – Freshman
LMS Volleyball – 7th
LMS Volleyball – 8th
LMS Wrestling
LHS Yearbook Advisor

GROUP V

5th & 6th Grade Basketball Intramurals
Band Auxiliary
Band Auxiliary
LHS Vocal Music/Chorus
LMS Vocal Music/Chorus
LMS Athletic Events Supervisor – Fall
LMS Athletic Events Supervisor – Winter

GROUP VI

LMS Drama
LHS Athletic Program Manager
LHS Junior Class Advisor
LHS Junior Class Advisor
LHS Senior Class Advisor
LHS Student Council Advisor
LMS Student Council Advisor
Washington D.C. Field Trip Coordinator

GROUP VII

Auxiliary Drama Position – Assistant 1
Auxiliary Drama Position – Assistant 2
LHS FCCLA Advisor
Future City Advisor
LHS Honor Society Advisor
LMS Honor Society Advisor
LHS PALLS Advisor
LHS Quiz Bowl Advisor
JIS Quiz Bowl Advisor
LHS Ski Club Advisor
JIS Spelling Bee Advisor
Spanish Club Advisor
LMS Spelling Bee Advisor
LMS Geography/History Bee Advisor
LHS STEM Club Advisor
LMS STEM Club Advisor
Robotics Advisor
LMS Yearbook Advisor
Power of the Pen Advisor
Pep Band

Stipend for Department Heads/Team Leads

$1,250 stipend for Department Heads and Team Leads to be paid in two installments: $500 in the first pay in December and $750 in the last pay of the school year.

CCP Class Stipend

A teacher who teaches a CCP course will receive a stipend of five hundred dollars ($500.00) per CCP course taught. The stipend will be paid at the end of the course.

GROUPS						
I	II	III	IV	V	VI	VII
18% BA-0	12% BA-0	10% BA-0	8% BA-0	5% BA-0	4% BA-0	3% BA-0

Effective August 1, 2024 $41,916

I	II	III	IV	V	VI	VII
18%	12%	10%	8%	5%	4%	3%
BA-0	BA-0	BA-0	BA-0	BA-0	BA-0	BA-0
$7,545	$5,030	$4,192	$3,353	$2,096	$1,677	$1,257

Effective August 1, 2025 $43,173

I	II	III	IV	V	VI	VII
18%	12%	10%	8%	5%	4%	3%
BA-0	BA-0	BA-0	BA-0	BA-0	BA-0	BA-0
$7,771	$5,181	$4,317	$3,454	$2,159	$1,727	$1,295

Effective August 1, 2026 $44,468

I	II	III	IV	V	VI	VII
18%	12%	10%	8%	5%	4%	3%
BA-0	BA-0	BA-0	BA-0	BA-0	BA-0	BA-0
$8,004	$5,336	$4,447	$3,557	$2,223	$1,779	$1,334

C. **TUITION REIMBURSEMENT**

Tuition reimbursement will be paid to degreed teachers who earn additional college credits in their area of certification or in an area leading to an advanced degree in education, unless otherwise approved by the Superintendent. Payment will be made at the actual cost up to a rate of two hundred dollars ($200.00) per semester hour or one hundred-twenty dollars ($120.00) per quarter hour.

A written request must be submitted to and be approved by the Superintendent prior to the beginning of the course. Reimbursement will be made at the satisfactory completion of the course as shown by evidence on file in the Superintendent's office.

This evidence shall be in the form of an official transcript or receipt of a letter from the college registrar.

No person shall receive payment for more than twelve (12) semester hours or the equivalent in quarter hours per twelve (12) month period unless otherwise authorized by the Superintendent and upon notification of the Association President. Understanding that teachers schedule classes at various times of the year, the 12-month period start date for reimbursement will begin the first date of the scheduled course. For example, if a teacher takes 12 semester credit hours in the fall starting September 1, 2021, that teacher would not be eligible for another 12 semester credit hours of tuition reimbursement until the 12-month period has expired. In this example that would be September 1, 2022. The Superintendent's Office will track the effective date of reimbursement.

Course work must be scheduled at times that do not interfere with normal duties during the regular workday of the employee. No teacher will be reimbursed by the Board if he/she received grants, payments, or scholarships from some other source for tuition.

Tuition reimbursement will be funded by the Board to the amount of forty thousand dollars ($40,000.00) per FISCAL year. Twenty thousand dollars ($20,000.00) will be available July 1 - December 30. Monies not used in the first half of the fiscal year (July through December) will be added to the monies available in the second half of the fiscal year (January through June). Monies not used by June 30 will not be carried forward into the next fiscal year.

A balance of funds available under this program and the availability of fee waivers will be made available to the Lakewood Teachers Association.

Voucher credits from colleges or universities earned for supervising their students will be made available to the supervising teacher first.

The District shall make available to the designated cooperating teacher those funds for purchase of classroom materials or supplies from such remuneration received from the university. The teacher shall have up to the end of the current school year from the District's receipt of funds to make request for purchases to the appropriate administrator or designee. If funds are received after May 1, the funds must be used prior to January 1 of the following school year.

D. HEALTHCARE

1. General Provisions

   a. The Board shall make available to each member of the bargaining unit a basic hospital-surgical insurance plan provided by a licensed carrier in the State of Ohio.

      1) A member shall pay fifteen percent (15%) of the cost of either family or single coverage of medical insurance made available to members by the Board of Education for the base plan or a High Deductible Health Plan.

2) If choosing the buy up plan, members will pay fifteen percent (15%) of the base plan premium, plus the difference in cost between the base plan premium and the buy up plan premium.

b. For a new member with an effective work date beginning after August 1, 2019, the member shall pay fifteen percent (15%) of the cost of either family or single coverage for the High Deductible Health Plan made available to members by the Board of Education.

c. The employee contribution to health insurance will not increase during the life of this contract except if on renewal of the insurance in each year of the contract the increase exceeds fifteen percent (15%).

d. Any insurance cost increase over fifteen percent (15%) will result in the insurance committee reconvening and deciding as to whether to increase employee contribution or to modify the current policy coverages.

e. Employee contributions toward insurance coverage shall be placed under a Section 125 plan approved by the IRS.

f. Employees desiring the insurance plan coverage shall notify the Treasurer.

g. The Board shall establish at no administrative cost to employees a flexible spending account/Section 125 for dependent care expenses.

h. HSA Contribution: For members on the High Deductible Health Plan (HDHP), the Board will make the following annual contribution to the member's Health Savings Account (HSA):

HSA payments will be prorated on a calendar year basis for a member who is not on the HDHP for the full year.

One-half (1/2) of the deductible of the HDHP selected by the member (single or family), will be paid in two (2) installments – one-half (1/2) in July and one-half (1/2) in January. Such payment will be paid on the first scheduled pay date.

For a member who enrolls in the HDHP and is not eligible to contribute to an HSA Plan (e.g. they're over age 65 and enrolled in Medicare Part A), the HSA contribution will instead by paid as a "payment" on the member's paycheck and subject to any attributable taxes.

Members who are enrolled in Medicare, Part A are required to notify the District that they are no longer eligible for HSA contributions, as the IRS will assess large penalties to a member making ineligible contributions to an HSA.

The Board's commitment to make contributions to the members' HSA accounts expires at the end of this Agreement, July 31, 2027.

2. Insurance Committee

An Insurance Committee shall be appointed composed of five (5) teachers appointed by the Association president, three (3) members of the classified staff appointed by LACE president, two (2) administrators appointed by the Superintendent, the Treasurer and one (1) member of the Treasurer's Office staff. The committee will meet annually not later than October 1st.

The existing and the future agreed insurance coverages and Board contribution shall be amended only when replaced by an insurance program approved by the Insurance Committee and approved by a majority of a quorum of the members of each bargaining unit attending a group meeting and voting on the proposed insurance package. The coverages and contributions agreed to by the Committee will become a part of this contract by Addendum and will be distributed to all Bargaining Unit Members. See Addendum A.

Effective with this Agreement, the In-Network deductible shall be:

- One hundred fifty dollars ($150) single/Three hundred dollars ($300) family for the Buy Up Plan;
- Five hundred dollars ($500) single/One thousand dollars ($1000) family for the base plan; and
- Three thousand two hundred dollars ($3,200) single/six thousand four hundred dollars ($6,400) family for the High Deductible Health Plan.

3. Major Medical/Drug Prescription Coverages

For the Base Plan & Buy-Up Plan:

MEDICAL BENEFIT	BASE PLAN	BUY-UP PLAN
Network Deductible Non-Network Deductible	$500/$1,000 $1,000/$2,000	$150/$300 $300/$600
Network Coinsurance Non-Network Coinsurance	80% 60%	90% 70%
Network Coinsurance Out-of-Pocket Maximum Non-Network Coinsurance Out-of-Pocket Maximum	$800/$1,600 $2,600/$5,200	$500/$1,000 $1,500/$3,000
Network Out-of-Pocket Maximum Non-Network Out-of-Pocket Maximum	$1,300/$2,600 $3,600/$7,200	$650/$1,300 $1,8001$3,600
Network Office Visit Co-Payment Urgent Care Co-Payment	$20 $50	$20 $25
Emergency Room Co-Payment	$100 copay- waived if admitted	10% after deductible
Preventative Services	100%	100%
PRESCRIPTION DRUG BENEFIT		
Prescription Drug Retail Co-Payment	$10/$30/$50	$10/$20/$30
Prescription Drug Mail Order Co-Payment	$20/$60/$100	$20/$40/$60

For the High Deductible Health Plan:

MEDICAL BENEFIT	
Network Deductible* Non-Network Deductible	$3,200/$6,400 $5,000/$10,000
Network Coinsurance Non-Network Coinsurance	100% 50%
Network Coinsurance Out-of-Pocket Maximum* Non-Network Coinsurance Out-of-Pocket Maximum	$2,000/$4,000 $10,500/$21,000
Network Out-of-Pocket Maximum Non-Network Out-of-Pocket Maximum	$5,200/$10,400 $15,500/$31,000
Network Office Visit Co-Payment Urgent Care Co-Payment	Covered 100% after deductible Covered 100% after deductible
Preventative Services	Covered 100%
PRESCRIPTION DRUG BENEFIT	
Prescription Drug Retail Co-Payment Prescription Drug Mail Order Co-Payment Plan includes diabetic supplies and Contraceptive drugs and devices obtainable from a pharmacy	$10/$30/$60/30% up to $250 $25/$75/$150

*The Network Deductible for the High Deductible Health Plan will be adjusted to maintain the "Embedded" status as defined each year by the IRS. The Network Coinsurance Out-of-Pocket Maximum is calculated by taking the Network Out-of-Pocket Maximum less the Network Deductible.

4. Eligibility

Part-Time

Part-time unit members shall be eligible for full insurance benefits if they are regularly scheduled to work thirty (30) hours or more per week. Part-time unit members who were covered by the District's insurance on July 31, 2014, shall remain eligible for full health insurance benefits.

5. Insurance Opt-out

As an incentive for bargaining unit members to obtain health insurance from sources other than the health insurance provided by the Board pursuant to this Collective Bargaining Agreement, the Board will pay an annual incentive for members who decline coverage under the following conditions.

a. To be eligible for the incentive payment, the member must have been receiving health insurance benefits under the Collective Bargaining Agreement prior to the implementation of this section of the contract. Specifically, members must have been enrolled in the Board's health plan on July 1, 2011 or be a new hire after July 1, 2011.

b. Opt-out incentive payments will be prorated on a school year basis (September – August) should a member opt out during that school year.

c. Opt-out incentive payments will be made in two (2) installments, the first pay in October and the first pay in April. For members receiving a prorated opt-out payment, the first installment will be within thirty (30) days of the initiation of the opt-out and the second payment will be approximately halfway through the remainder of the school year.

d. Members with single coverage who are eligible for the opt-out incentive will receive Fifteen Hundred Dollars ($1,500) per school year. Members with family coverage who are eligible for the opt-out incentive will receive Three Thousand Dollars ($3,000) per school year. These amounts are subject to proration as provided above.

e. Members who opt-out may return to the Board health insurance plan upon experiencing a qualifying event. In that case, the return to the Board plan will subject the member to proration of any incentive payment received for the school year during which the member returns to the Board plan, and may in some cases require the member to return some incentive money. The Board will permit the member to elect to return incentive money through payroll deduction over the remainder of the school year.

f. Members who receive opt-out incentive payments and subsequently re-enroll in the Board plan at any time, either due to a qualifying event or during open enrollment, shall be ineligible to receive the opt-out incentive for three (3) consecutive school years of employment thereafter.

g. No member may opt-out unless the member has health insurance through other sources. The Board may require the member to prove to the Board's satisfaction that this is the case. A member who has purchased coverage on the Affordable Care Act (ACA) Health Insurance Marketplace is not eligible for the opt-out incentive payment.

h. If the member is on a District-provided family plan and that plan includes the spouse and dependents, then the spouse and/or dependents are not eligible for the opt-out incentive if they are also employed by the Board.

i. If a member's marital status changes during the school year, (e.g. from single to family) the member will remain eligible for the initially approved opt-out incentive payment for the reminder of the school year.

E. DENTAL & VISION INSURANCE

1. Dental Insurance

The Board shall make available Major Dental Coverage for each certified employee.

The Basic Plan will include:

Annual Maximum	$1000.00
Aid to Preventive Dentistry	100% UCR
Co-Insurance	80% / 20%
Orthodontia	60% / 40% with a $1000 Lifetime Maximum
Unmarried dependent children	To age 23
Annual Deductible	$25.00 Individual $50.00 Family

The Board will pay up to twenty-five dollars ($25.00) per month for both single and family coverage. Any premium cost in excess of twenty-five dollars ($25.00) shall be paid by the employee.

If both husband and wife are employed by the District, the Board shall pay up to fifty dollars ($50.00) per month.

Part-Time
New hires employed part-time or hourly after August 1, 2014, shall be eligible for full insurance benefits if they are regularly scheduled to work thirty (30) hours or more per week.

2. Vision Insurance

Vision Insurance program shall be instituted with the full premium cost paid by the member.

F. TERM LIFE INSURANCE

The Board will provide twenty thousand dollars ($20,000) double indemnity, term life insurance for each certified employee.

Part-Time
New hires employed part-time or hourly after August 1, 2014, shall be eligible for full insurance benefits if they are regularly scheduled to work thirty (30) hours or more per week.

G. SEVERANCE COMPENSATION

Employees with five (5) years Lakewood Local School District experience at the time of their retirement will be paid one-fourth (1/4) of their earned, accrued but unused sick leave. Calculations for payment will be based on a maximum of two hundred thirty-two (232) days earned, accrued but unused sick leave. (e.g. maximum 1/4 of 232 days = 58 days.)

Payment shall be calculated according to the teacher's current per diem pay.

Additional compensation will be awarded for service to the Lakewood Local School District:

10 years	+ 3 days	=>	61 days maximum
15 years	+ 4 days	=>	62 days maximum
20 years	+ 5 days	=>	63 days maximum
25 years	+ 7 days	=>	65 days maximum
30 years	+ 9 days	=>	67 days maximum
35 years	+ 11 days	=>	69 days maximum

Only those employees whose effective date of retirement with either the State Teachers Retirement System (STRS) or the School Employees Retirement System (SERS) is no later than ninety (90) calendar days after the last paid day of service with the Lakewood Local Board of Education shall be eligible to be paid for such accrued sick leave credit.

Such payment shall be based on the employee's rate of pay at the time of separation by retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employees at that time. Such payment shall be made only once to any employee. Further, such payments will be made at the time a member becomes eligible to receive his/her severance pay.

If a teacher dies and has had more than ten (10) years of continuous service, severance will be paid to the surviving spouse or employee's estate as per Ohio Revised Code.

H. RE-EMPLOYMENT OF RETIRED TEACHERS

A teacher retired from the teaching profession and/or a public sector retirement system ("Re-employed Teacher") may be re-employed under the following conditions:

1. The re-employed teacher will start with salary schedule placement experience of ten (10) years (Step 9) and their education credit. The re-employed teacher will be

advanced one (1) year on the salary schedule for each year of re-employment service to the District.

2. The re-employed teacher will be eligible for life and other insurances offered by the Board, only if he/she is not eligible for such insurances through STRS or other public sector retirement system.

3. Re-employed teachers will be awarded one (1) year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. Performance evaluations shall be required.

4. Re-employed teachers may be re-employed from year-to-year under limitations described in Sections 5 and 6 below, with Board approval, but shall not be eligible for continuing contract status.

5. In the event of a Reduction In Force, the re-employed teacher will not have any bumping rights under Article 5 of this Agreement.

6. Such re-employment will not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.

7. Subject to these provisions, re-employed teachers are part of the bargaining unit.

8. Re-employed persons are eligible for sick leave accumulation commencing with the first year of such re-employment.

9. Re-employed teachers may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from other prior public employers or the Lakewood Local School District.

10. Re-employed teachers are not eligible to participate in any retirement incentive program, mentoring program nor are they eligible for severance pay.

ARTICLE 8 – TEACHER EVALUATION

The following provision shall be used for the purpose of evaluation of the teaching staff (defined as "licensed instructors who spend at least fifty percent (50%) of their time providing student instruction") of the Lakewood Local School District. Other bargaining unit members who do not fall under the definition of "teaching staff" shall be evaluated accordingly:

Guidance counselors will be evaluated using the Ohio School Counselor evaluation system as prescribed by ODE.

A. PURPOSE

Evaluation shall be for the following reasons:

1. To improve the quality of the education programs of the district.

2. To improve and support the personal growth of the teaching staff.

3. To provide an orderly and uniform employment relationship of the teaching and administrative staff with the Board.

4. To provide re-employment information to facilitate equitable and objective decisions on such matters by the Board.

B. METHOD

Evaluation of teaching staff shall use the following procedures:

1. Formal or informal discussions or conferences may be called by teacher's building principal, supervisor, or the teacher himself/herself aside from the formal observation for the purpose of discussing a teacher's performance.

2. The Ohio Teacher Evaluation System (OTES) will be used to evaluate teachers and to address identified areas for improvement and consideration of teacher instructional strengths.

   The evaluation forms used shall be those developed by the Ohio Department of Education (the OTES forms), which shall be reviewed as needed by the Evaluation Committee composed of one teacher from each building appointed by the president of the Association and two administrators appointed by the Superintendent.

3. One evaluation must be conducted no later than May 1, with a written report to the teacher being due no later than May 10.

   Each evaluation shall consist of at least two (2) formal observations that are a minimum of thirty (30) minutes each in duration and at least two (2) classroom walkthroughs. Formal Observations are to be conducted one per semester.

   Formal observations and walkthroughs will not occur the first or last day of school or the day before or after any holiday or break.

   Formal observations will be announced and scheduled.

   Credentialed evaluators must be regular employees of the District or assigned to the District by the ESC. A teacher who receives a rating of Accomplished on the teacher's most recent evaluation will be evaluated once every three (3) years, so long as the teacher submits a self-directed Professional Growth Plan to the evaluator that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. In off years, at least one unannounced observation (minimum 30 minutes) is carried out and at least one post-conference with the teacher is held. The Administration will make every attempt to conduct the post-conference within five (5) school days of the observation. Additional observations and/or walk-throughs may occur if the administrator determines the need for subsequent observations. Teachers with ratings of Accomplished will have the option of choosing their credentialed evaluator for the evaluation cycle.

A teacher who receives a rating of Skilled on the teacher's most recent evaluation will be evaluated once every two (2) years, so long as the teacher and evaluator jointly develop a Professional Growth Plan that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. In years when an evaluation will not take place, at least one unannounced observation (minimum 30 minutes) is carried out and at least one post-conference with the teacher is held. The Administration will make every attempt to conduct the post-conference within five (5) school days of the observation. Additional observations and/or walk-throughs may occur if the administrator determines the need for subsequent observations.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations and classroom walkthroughs must be conducted by May 1. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by May 10.

The Board may elect not to evaluate a teacher who has been on a leave of absence for fifty percent (50%) or more of the school year or a teacher who has submitted notice of his/her retirement that has been accepted by the Board by December 1.

4. Each formal observation shall be followed by a conference. If a written record is made of such conference, each party shall have a copy of same and an opportunity to give a written attachment.

5. In view of the fact that teacher effectiveness, competency, and overall impact upon the school setting is not confined to the classroom, discussion in the conference/evaluation may include duties, responsibilities, policies, and procedures that relate to effective performance of regular or supplemental duties.

6. Administrative assistance shall be provided where it has been determined that there are deficiencies, and a record of such assistance shall be included in their records of teacher evaluation.

7. If a teacher and/or administrator requests it, a more experienced teacher of the same subject matter or areas could observe and offer the teacher assistance only. However, in no case shall a member of the bargaining unit be used to evaluate, participate in a disciplinary hearing, testify or be used in the non-renewal of another bargaining unit member.

8. No monitoring or listening device is to be used in observance and evaluation without the knowledge and written consent of both parties.

9. At the request of either party and with the agreement of the other party, consultants from outside agencies could be utilized to observe and offer assistance only.

C. **RECORDS**

All evaluation records, including the results of observations, follow up conferences, notes, and assistance to the staff shall be in triplicate - original to be placed in the teacher's file, and copies retained by the administrator and the teacher. All written records shall provide

for comments of both parties involved and provision of signature of both parties prefaced with the following:

"It is understood the teacher's signature indicates only that the content has been reviewed by the teacher with the administrator."

D. TEACHER PERFORMANCE

In the event that teacher performance problems develop as documented during the regularly scheduled evaluation/observation schedule, the teacher shall develop an Improvement Plan; otherwise, all teachers shall develop a Professional Growth Plan.

Teachers shall develop professional growth plans and/or improvement plans in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education. Professional growth or improvement plans shall include the following components: student achievement goals and teacher performance goals.

Teachers must develop professional growth or improvement plans in accordance with regulations/guidance developed by ODE. Teachers with an evaluation rating of Accomplished will develop a self-directed Professional Growth Plan that focuses on specific areas identified in the observations and evaluation.

Teachers with an evaluation rating of Skilled must develop a Professional Growth Plan collaboratively with his/her credentialed evaluator that focuses on specific areas identified in the observation and evaluation.

Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed by the assigned evaluator. Teachers who are rated Ineffective in performance must comply with an improvement plan developed by the assigned evaluator.

APPENDICES

Academic Freedom 23
Arbitration, *see also Grievance* 11, 17
Assault Leave 46
Association Leave 4
Association Rights 2
Behavior, Threatening 33
Calamity Days 19
Calendar, School 4
Class Size 21, 39
College Credit Plus 40
Committees
- Building Advisory 35
- Evaluation 70
- Insurance 64
- Labor Management 4
- Local Professional Development (LLPDC) 5
- Sick Leave Bank 42

Compensation
- Resident Educator 38
- Severance 68

Contract
- Regular 23
- Supplemental 23

Contract Termination, *See also Fair Dismissal* 27
Dental Insurance 67
Discipline 28
Dress Code 22
Duration & Implementation 2
Emergency Leave 44
Evaluation, Teacher 69–72
Extended Leave of Absence 49
Fair Dismissal 27
Family & Medical Leave 47
Grievance
- Form 13
- Procedure 8

Health & Safety 22, 35
Healthcare 62
Implementation 2
Individual Rights 18
Individualized Education Program (IEP) 39
Insurance
- Coverages 65
- Dental 67
- Insurance Committee 64
- Opt-Out 66
- Term Life 68
- Vision 68

Jury Duty Leave 48
Labor Management Committee 4

Leave
Assault 46
Association 4
Emergency 44
Extended Absence 49
Family & Medical 47
Jury Duty 48
Maternity 42
Military 48
Parental 47
Paternity 42
Personal 43
Professional 45
Sabbatical 47
Sick 40
Sick Leave Bank 42
Witness 48
Local Professional Development Committee (LLPDC) 5
Management Rights 1
Maternity Leave 42
Military Leave 48
Negotiations Procedure 7
Parental Leave 47
Paternity Leave 42
Personal Leave 43
Procedure
Determining a RIF List 31
Fair Dismissal 27
Grievance 8
Negotiations 7
Progressive Discipline 28
Specialized Health Care 39
Professional Leave 45
Reduction in Force (RIF) 31
Regular Contract 23
Resident Educator 36–39
Compensation 38
Mentor 36, 37
Program 36
Retired Teachers 69
Rights
Association 2
Individual 18
Management 1
Sabbatical Leave 47
Safety 35
Salary
2024-2024 Salary Schedule 55
2025-2026 Salary Schedule 56
2026-2027 Salary Schedule 57
Extracurricular Salary Schedule 59, 61
Index 50
Salary Schedules 51

Wages 49
School Calendar 4
Severance Compensation 68
Sick Leave 40
Sick Leave Bank 42
State Teachers Retirement System (STRS) 58
Supplemental Contract 23
Teacher Evaluation 69–72
Teachers, Retired 69
Term Life Insurance 68
Termination of Contract, *See also Fair Dismissal* 27
Threatening Behavior 33
Transfers
Involuntary 30
Voluntary 30
Tuition Reimbursement 61
Vision Insurance 68
Witness Leave 48