07/22/2024
1359-01
24-MED-02-0227
44429

AN AGREEMENT BETWEEN

THE INDIAN LAKE LOCAL BOARD OF EDUCATION

AND

THE INDIAN LAKE EDUCATION ASSOCIATION

JULY 1, 2024 THRU JUNE 30, 2027

TABLE OF CONTENTS

Page

ARTICLE 1--PREAMBLE 1
ARTICLE 2--RECOGNITION 1
ARTICLE 3--NEGOTIATIONS PROCEDURE 2
ARTICLE 4--IMPASSE PROCEDURE 3
ARTICLE 5--GRIEVANCE PROCEDURE 3
GRIEVANCE FORM 5
ARTICLE 6--INTERPRETATION OF THE SALARY SCHEDULE 6
6.01 Training 6
6.02 Experience 6
6.03 Teachers' Salary Schedule 7
6.04 Supplemental Salary Schedule 9
6.05 Supplementals 21
6.06 Tuition Reimbursement 21
ARTICLE 7--INSURANCE 22
ARTICLE 8--STRS PICK-UP WITH REDUCTION 25
ARTICLE 10--SALARY CHECKS 26
ARTICLE 11--ASSOCIATION RIGHTS 28
ARTICLE 12--EVALUATION 29
ARTICLE 13--SICK LEAVE 36
ARTICLE 14--MATERNITY AND CHILD-REARING LEAVE 38
ARTICLE 15--PERSONAL LEAVE 38
ARTICLE 16--CONFERENCE, PROFESSIONAL, AND SUPPLEMENTAL LEAVE 39
ARTICLE 17--OTHER LEAVES OF ABSENCE 40
ARTICLE 18--ASSAULT LEAVE 41
ARTICLE 19--SEVERANCE PAY 42
ARTICLE 20--TEACHING HOURS AND TEACHING LOAD 43
ARTICLE 21--LOCAL CALENDAR 44
ARTICLE 22--REDUCTION IN FORCE 44
ARTICLE 23--VACANCIES AND TRANSFERS 50
ARTICLE 24--CLASSROOM TEACHING CONDITIONS 50
ARTICLE 25--RESIGNATION OF CONTRACT 51
ARTICLE 26--RESIDENT EDUCATOR PROGRAM 51
ARTICLE 27--MASTER TEACHER COMMITTEE 51
ARTICLE 28--ATTENDANCE AT SCHOOL EVENTS 52
ARTICLE 29--PASSES 52
ARTICLE 30--TUITION FREE SCHOOL 52
ARTICLE 31--CONTINUING EDUCATION UNITS 52
ARTICLE 32--NON-DISCRIMINATION 52
ARTICLE 33--ASSURANCES 53
ARTICLE 34--PROVISIONS CONTRARY TO LAW 53
ARTICLE 35--PERSONNEL RECORDS - FOR PUBLIC TO VIEW 53
ARTICLE 36--FAIR SHARE FEE 54

ARTICLE 37--GUIDELINES FOR HANDLING COMPLAINTS AGAINST EMPLOYEES 54
ARTICLE 38--ATTENDANCE INCENTIVE 56
ARTICLE 39--WAIVER AND DURATION 57

ARTICLE 1--PREAMBLE

1.00 Recognizing that the Board of Education and the faculty have common interest in providing the highest possible program for education in the Indian Lake School District, we acknowledge the improved results which can follow an agreement of both on certain principles.

1.01 The Board of Education under law has the final responsibility for establishing policies for the district. The Superintendent of Schools administers the policies of the Board and acts as liaison between the professional staff and the Board. He acts as professional advisor both to the Board and to the staff in order to clarify issues and help both sides to put forth their best effort. The professional teaching personnel have the responsibility of providing the best possible education in the classroom.

ARTICLE 2--RECOGNITION

2.00 The Indian Lake Board of Education, hereafter "Employer", "Board", or "District", hereby recognizes the Indian Lake Education Association, hereafter the "Association" as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory, personnel (as certified by the State Employment Relations Board) both full and part-time whether under contract, either verbal or written, on leave, or on a per diem, hourly or class rate basis, employed or to be employed by the District performing or to perform any work currently being performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers (K-12, adult, special, vocational, and full-time substitutes), guidance counselors, librarians, media and program specialists, coordinators, department heads, athletic directors when on released time, visiting teachers, advising or critic teachers, tutors, mentors, and head teachers. For the purpose of this Agreement, bargaining unit members will be referred to as “members.” The Association recognizes that the Superintendent, Assistant Superintendent, Principals, Assistant Principals, and other supervisors, and management level personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Employer recognizes that the Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

2.01 Matters for mutual concern shall be:

a. Salaries, hours, and other matters of teacher's economic welfare;

b. Teaching and learning conditions;

c. Professional evaluation of teaching personnel;

d. In-service training of teachers;

e. School calendar;

f. Leave of absence;

g. Procedures for involvement of professional staff in curriculum study and recommendations related to this study; and

h. The establishment of a grievance procedure for members.

ARTICLE 3--NEGOTIATIONS PROCEDURE

3.00 To reach agreement on matters of mutual concern, the following procedure is recognized by the Board and by the Association:

3.01 The Association may submit a proposal to negotiate a successor agreement no sooner than one hundred fifty (150) calendar days before the expiration of the current contract and no later than one hundred twenty (120) calendar days before the expiration of the current contract.

3.02 A meeting will be arranged between the Board and the Association; such meeting to take place within fifteen (15) calendar days after the request is made, unless otherwise agreed by both parties. Both the Association and the Board will simultaneously present proposals for successor agreements.

3.03 While discussions are taking place, no releases shall be made to the news media, except by mutual consent. Consultants may be used by the Board and by the Association.

3.04 When the Association has ratified the successor agreement, a report will be made to the Board for consideration. A decision, by the Board, regarding the report shall be made within thirty (30) calendar days. Upon approval, a joint release will be made to the news media by the Board and by the Association.

3.05 All negotiations must be completed between February and April 30th, unless mutually agreed upon by both parties. All negotiations must be completed within ninety (90) calendar days after they are commenced, or at a time mutually agreed upon by both parties. Negotiated agreements must be ratified by the Association prior to adoption by the Board. Both parties shall abide by the terms of the agreement.

3.06 There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) by the Association. Copies of this agreement shall be presented to all members now employed or hereafter employed by the Board.

ARTICLE 4--IMPASSE PROCEDURE

4.00 The Indian Lake Board of Education and the Indian Lake Association agree to resolve an impasse in negotiations by utilizing the service of a mediator.

4.01 In the event that issues cannot be resolved through mediation, they further agree to enlist an arbitrator from the American Arbitration Association to serve as a fact finder. The fact finder shall issue a non-binding recommendation to both parties at his/her earliest convenience.

4.02 The cost of the fact finder shall be shared equally by both parties.

ARTICLE 5--GRIEVANCE PROCEDURE

5.00 A grievance is defined as an allegation by a member, or a group of members, that there has been a violation, misinterpretation, or misapplication of any term of this written agreement.

5.01 To resolve grievances, the Board and the Association shall utilize the following procedure:

a. Informal Procedure---The grievant may first discuss the grievance informally with the immediate administrator who has the authority to bring about a solution to the grievance. Said discussion shall be confidential and shall be conducted personally.

b. Formal Procedure---

Step 1:
Not later than fourteen (14) calendar days after the grievant could reasonably be expected to know about the occurrence of the alleged violation giving rise to the grievance, the grievant may submit to the immediate administrative authority (who has the authority to bring about a solution to the grievance) a completed grievance form. A copy of the completed form shall be given to the grievant and to the Association. Within seven (7) calendar days, the administrator shall meet with the grievant in an effort to resolve the grievance. Within seven (7) calendar days of said meeting, the administrator shall indicate, in writing, his disposition of the grievance. Copies of said disposition shall be given to the grievant and to the Association.

Step 2:
If the grievant is not satisfied, or if no disposition of the grievance has been made within the time limits set forth in Step 1 (above), the grievant and/or his/her representative may, within fourteen (14) calendar days, submit a copy of the grievance, along with the administrator's written disposition if one was given, to the Superintendent. The Superintendent shall meet with the grievant and/or his/her representative, within fourteen (14) calendar

days, in an effort to resolve the grievance. Within fourteen (14) calendar days of said meeting, the Superintendent shall indicate, in writing, his/her disposition of the grievance. Copies of said disposition shall be given to the grievant and to the Association.

Step 3:
If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in Step 2 (above), the grievant and/or his/her representative may, within fourteen (14) calendar days, submit a copy of the grievance, along with the administrators' written dispositions, if ones were given, to the Board. The Board shall meet with the grievant and/or his/her representative within forty (40) calendar days, in an effort to resolve the grievance. Within fourteen (14) calendar days of said meeting, the Board shall indicate, in writing, its disposition of the grievance. Copies of said disposition shall be given to the grievant and to the Association.

Step 4:
Arbitration--In the event that the grievance is not satisfactorily adjusted at Step 3, OEA may submit a request in writing that the grievance be submitted to arbitration. The request shall be made within ten (10) school days of the receipt of the response at Step 3 or the failure of the Board to timely respond. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by the Federal Mediation and Conciliation Service (FMCS). If the parties are unable to agree upon an arbitrator within ten (10) school days of the request for arbitration, the grievance may be submitted for arbitration to the FMCS. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the FMCS. The arbitrator's ruling shall be binding on both parties. The expenses of the arbitrator shall be borne equally between the parties.

5.02 No member shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation, or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the Grievance Procedure.

5.03 The Board has the right to suspend any member without pay whenever such action appears necessary in the interest of the proper functioning of the school system. However, in such a case, the member may request a hearing within ten (10) days of notification of the suspension of his/her contract. If the member is found to have been unjustly suspended, he/she shall be reinstated to the same or equal position and receive full salary for the period of suspension.

GRIEVANCE FORM

Name of Grievant:

Date Grievance Occurred:

Facts upon which grievance is based and specification of provisions of agreement violated, misinterpreted or misapplied.

Remedy sought:

Name of person with whom this grievance form is being filed:

Signature of Grievant: _____

Date Filed:

Disposition of grievance:

Signature of Administrator/Board: _____

Date:

ARTICLE 6--INTERPRETATION OF THE SALARY SCHEDULE

6.00 Interpretation of the phrase "...obtained in the field in which the member is serving" to be:

a. Hours must be in the field in which the member is serving or

b. Hours must have the Ed. prefix or

c. Classes are to receive prior approval of the Board of Education.

6.01 Training:

a. Masters and 45 – The completion of at least forty-five (45) semester hours of satisfactory graduate work beyond the number of hours necessary for an earned Masters Degree. The forty-five (45) semester hours must have been obtained in the field in which the member is serving.

b. Masters and 25 – The completion of at least twenty-five (25) semester hours of satisfactory graduate work beyond the number of hours necessary for an earned Masters Degree. The twenty-five (25) semester hours must have been obtained in the field in which the member is serving.

c. Masters and 15 – The completion of at least fifteen (15) semester hours of satisfactory graduate work beyond the number of hours necessary for an earned Masters Degree. The fifteen (15) semester hours must have been obtained in the field in which the member is serving.

d. Masters – The attainment of a Masters Degree from any accredited college or university.

e. Bachelors and 165 – A Bachelors Degree and a minimum of 165 semester hours. Hours above 150 must have been obtained in the field in which the member is serving.

f. Bachelors and 150 – A Bachelors Degree and a minimum of 150 semester hours.

g. Non-Degree or Bachelors – The attainment of a Bachelors Degree from any accredited college or university, or other appropriate training and experience as determined by the Board.

6.02 EXPERIENCE:

a. Certified/Licensed candidates hired or rehired by the Board will be granted a minimum of ten years of experience if previously earned and will be placed on the appropriate column on the salary schedule. Additional years thereafter (in addition to ten years) may, but shall not be required to be granted at the discretion of the Board. Out-of-state credit will be granted a minimum of ten years of experience if previously earned and will be placed on the appropriate column on the salary schedule. Additional years thereafter (in addition to ten years) may, but shall not be required to be granted at the discretion of the

Board. A maximum of five (5) years prior service credit will be granted for military service.

b. Member must present proof of proper teaching certificate/license in area of assignment by July 1. Failure to do so will automatically terminate teaching contract.

6.03 Salary Schedule effective July 1, 1998 -- BA 1YR $22,149 - 0%
Salary Schedule effective July 1, 1999 -- BA 1YR $22,813 – 3%
Salary Schedule effective July 1, 2000 -- BA 1YR $23,497 – 3%
Salary Schedule effective July 1, 2001 -- BA 1YR $29,252 – Base adj. With 5%
Salary Schedule effective July 1, 2002 -- BA 1YR $30,715 – 5%
Salary Schedule effective July 1, 2003 -- BA 1YR $31,636 – 3%
Salary Schedule effective July 1, 2004 -- BA 1 YR $32,585 – 3%
Salary Schedule effective July 1, 2005 -- BA 1 YR $33,644 – 3¼%
Salary Schedule effective July 1, 2006 -- BA 1 YR $34,822 – 3½%
Salary Schedule effective July 1, 2007 -- BA 1 YR $35,867 – 3%
Salary Schedule effective July 1, 2008 -- BA 1 YR $36,674 – 2¼%
Salary Schedule effective July 1, 2009 -- BA 1 YR $37,316 – 1¾%
Salary Schedule effective July 1, 2010 -- BA 1 YR $37,782 – 1¼%
Salary Schedule effective July 1, 2011 – BA 1 YR $37,782 – 0%
Salary Schedule effective July 1, 2012 – BA 1 YR $37,782 – 0%
Salary Schedule effective July 1, 2013 – BA 1 YR $32,782 – 0%
Salary Schedule effective July 1, 2014 – BA 1 YR $32,782 – 0%
Salary Schedule effective July 1, 2015 – BA 1 YR $33,110 – 1%
Salary Schedule effective July 1, 2016 – BA 1 YR $33,441 – 1%
Salary Schedule effective July 1, 2017 – BA 1 YR $33,775 07– 1%
Salary Schedule effective July 1, 2018 – BA 1 YR $34,619 – 2 ½%
Salary Schedule effective July 1, 2019 – BA 1 YR $35,484 – 2 ½%
Salary Schedule effective July 1, 2020 – BA 1 YR $36,460 – 2 ¾%
Salary Schedule effective July 1, 2021 – BA 1 YR $37,372 - 2 ½%
Salary Schedule effective July 1, 2022 – BA 1 YR $38,493 - 3 %
Salary Schedule effective July 1, 2023 – BA 1 YR $39,552 - 2 ¾%
Salary Schedule effective July 1, 2024 – BA 1 YR $41,134 - 4%
Salary Schedule effective July 1, 2025 – BA 1 YR $42,779 - 4 %
Salary Schedule effective July 1, 2026 – BA 1 YR $44,490 - 4%

Salary schedule effective July 1, 2024

YRS. 2024-2025	BA	150 hrs.	165 hrs.	Ma Ed.	MA+15	MA+25	MA+45
1	41,134	43,836	45,195	46,550	47,906	49,793	50,339
2	42,389	45,092	46,450	47,805	49,160	51,048	51,594
3	43,644	46,346	47,705	49,060	50,415	52,305	52,851
4	44,899	47,601	48,958	50,315	51,670	53,558	54,106
5	46,154	48,856	50,214	51,569	52,926	54,813	55,360
6	47,409	50,110	51,470	52,823	54,179	56,067	56,614
7-11	56,892	59,595	60,956	62,306	65,016	66,921	67,370
12-16	62,306	66,373	69,080	71,787	73,143	75,048	80,172
17-24	64,695	69,353	72,664	76,563	79,197	81,022	86,584
25	67,082	71,916	75,336	79,387	82,033	83,940	90,914

YRS. 2025-2026	BA	150 hrs.	165 hrs.	Ma Ed.	MA+15	MA+25	MA+45
1	42,779	45,589	47,003	48,412	49,822	51,785	52,353
2	44,085	46,896	48,308	49,717	51,126	53,090	53,658
3	45,390	48,200	49,613	51,022	52,432	54,397	54,965
4	46,695	49,505	50,916	52,328	53,737	55,700	56,270
5	48,000	50,810	52,223	53,632	55,043	57,006	57,574
6	49,305	52,114	53,529	54,936	56,346	58,310	58,879
7-11	59,168	61,979	63,394	64,798	67,617	69,598	70,065
12-16	64,798	69,028	71,843	74,658	76,069	78,050	83,379
17-24	67,283	72,127	75,571	79,626	82,365	84,263	90,047
25	69,765	74,793	78,349	82,562	85,314	87,298	94,551

YRS. 2026-2027	BA	150 hrs.	165 hrs.	Ma Ed.	MA+15	MA+25	MA+45
1	44,490	47,413	48,883	50,348	51,815	53,856	54,447
2	45,848	48,772	50,240	51,706	53,171	55,214	55,804
3	47,206	50,128	51,598	53,063	54,529	56,573	57,164
4	48,563	51,485	52,953	54,421	55,886	57,928	58,521
5	49,920	52,842	54,312	55,777	57,245	59,286	59,877
6	51,277	54,199	55,670	57,133	58,600	60,642	61,234
7-11	61,535	64,458	65,930	67,390	70,322	72,382	72,868
12-16	67,390	71,789	74,717	77,644	79,112	81,172	86,714
17-24	69,974	75,012	78,594	82,811	85,660	87,634	93,649
25	72,556	77,785	81,483	85,864	88,727	90,790	98,333

6.04 SUPPLEMENTAL SALARY SCHEDULE:

Supplemental Salary Schedule for School Year 2024-2025
(BS Teacher Salary –Sixth Year $47,409)

Category 1	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.13	.137	.144	.151	.158	.165
H.S. Girls Basketball-H		6,163	6,495	6,827	7,159	7,491	7,822
H.S. Boys Basketball-H							
H.S. Football-H							
H.S. Wrestling-H							

Category 2	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.1	.107	.114	.121	.128	.135
H. S. Volleyball-H		4,741	5,073	5,405	5,736	6,068	6,400
H.S. Marching Band-H							
H.S. Faculty Manager							

Category 3	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.095	.102	.109	.116	.123	.13
H.S. Baseball-H		4,504	4,836	5,168	5,499	5,831	6,163
H.S. Softball-H							
H.S. Boys Soccer-H							
H.S. Girls Soccer-H							
H.S. Boys Track - H							
H.S. Girls Track - H							
H.S. Girls Wrestling - H							

Category 4	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.08	.085	.09	.095	.1	.105
H.S. Boys Golf-H		3,793	4,030	4,267	4,504	4,741	4,978
H.S. Boys Basketball Asst.-2							
H.S. Girls Basketball Asst.-2							
H.S. Cross Country-H							
H.S. Football Asst.-5 (the 5th Asst. will Serve as a 9th grade assistant if 9th grade team is offered)							
H.S. 9th Football-1*							
H.S. Girls Golf-H							
M.S. Faculty Manager							
Swim Team Coach							

Category 5	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.05	.055	.06	.065	.07	.075
H.S. Wrestling Asst.-2*		2,370	2,607	2,845	3,082	3,319	3,556

H.S. Girls Wrestling Asst.-1
H.S. Volleyball Asst.-2
H.S. Baseball Asst.-2*
H.S. Cross Country Asst.
H.S. Track Asst.-3*
H.S. Show Choir Director
H.S. Musical Director
H.S. Yearbook
H.S. Drama Club Advisor
District-Wide Dir. Public Relations
H.S. Softball Asst.-2*
M.S. Football-4*
M.S. Girls Basketball-3**
M.S. Boys Basketball-3**
M.S. Wrestling-2*
M.S. Track-4*
M.S. Volleyball-3**
M.S. Cross Country-2*
HS Boys Bowling-H
HS Girls Bowling-H
9th Grade Baseball*
9th Grade Softball*
H.S. Marching Band Asst.-1

Category 6	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.04	.045	.05	.055	.06	.065
H.S. Soccer Asst.-2*		1,896	2,133	2,370	2,607	2,845	3,082
H.S. Football Cheerleading-V							
H.S. Basketball Cheerleading-V							
M.S. Show Choir Dir. (5th & 6th)							
M.S. Show Choir Dir. (7th & 8th)							
Meistersinger Combo Dir. (Instrumental)							
H.S. Asst. Director of Musical							
Building Level Public Relations Director-4							
SADD Advisor							
Key Club Advisor							
Asst. Drama Club Advisor							
Competition Cheer Coach (must attend at least four competitions)							

Category 7	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.032	.036	.04	.044	.048	.052
M.S. Builders Club		1,517	1,707	1,896	2,086	2,276	2,465
H.S. Drill Team							
H.S. Winter Guard							
Choreographer for Meistersingers							
H.S. Golf Asst.							
H.S. Pep Band							
H.S. Jazz Band							
Musical-Drama Director							
Musical-Choreographer							
H.S. 9th grade Basketball Cheerleading Advisor							
M.S. Football Cheerleading							
M.S. Basketball Cheerleading							
M.S. Academic Club Advisor							
H.S. Assistant Swim Coach*							

Category 8	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.023	.027	.031	.035	.039	.043
M.S. Art Club Advisor		1,090	1,280	1,470	1,659	1,849	2,039
H.S. Art Club Advisor							
M.S. Show Choir Choreographer-2							
Senior Class Advisor							
Elementary Student Council-2							
H.S. Student Council							
M.S. Student Council							
M.S. Intramurals-2*							
M.S. Cross Country Asst.							
H.S. /M.S. Pep Band Asst.							
Junior Class Advisor-2							
Leapin' Lakers Elementary Jump Rope Club Coach/Advisor – 2							
Judo Club Advisor							

Category 9	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.017	.021	.025	.029	.033	.037
National Honor Society Advisor		806	996	1,185	1,375	1,564	1,754
Elementary Yearbook Advisor-2							
M.S. Yearbook Advisor							
Sophomore Class Advisor							
Freshman Class Advisor							
Engineering/Drawing Club Advisor							
Computer Club Advisor							

Spanish Club Advisor
French Club Advisor
Science Club Advisor
Varsity “L” Club
M.S. Planner for Overnight Trip
Weight Room Supervisor-4
Ski Club Advisor
Quiz Bowl Advisor

Supplemental Salary Schedule for School Year 2025-2026
(BS Teacher Salary –Sixth Year $49,305)

Category 1	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.13	.137	.144	.151	.158	.165
H.S. Girls Basketball-H		6,410	6,755	7,100	7,445	7,790	8,135
H.S. Boys Basketball-H							
H.S. Football-H							
H.S. Wrestling-H							

Category 2	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.1	.107	.114	.121	.128	.135
H. S. Volleyball-H		4,931	5,276	5,621	5,966	6,311	6,656
H.S. Marching Band-H							
H.S. Faculty Manager							

Category 3	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.095	.102	.109	.116	.123	.13
H.S. Baseball-H		4,684	5,029	5,374	5,719	6,065	6,410
H.S. Softball-H							
H.S. Boys Soccer-H							
H.S. Girls Soccer-H							
H.S. Girls Track-H							
H.S. Boys Track-H							
H.S. Girls Wrestling-H							

Category 4	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.08	.085	.09	.095	.1	.105
H.S. Boys Golf-H		3,944	4,191	4,437	4,684	4,931	5,177
H.S. Boys Basketball Asst.-2							
H.S. Girls Basketball Asst.-2							
H.S. Cross Country-H							
H.S. Football Asst.-5 (the 5th Asst. will serve as a 9th grade assistant if 9th grade team is offered)							
H.S. 9th Football-1*							
H.S. Girls Golf-H							
M.S. Faculty Manager							
Swim Team Coach							

Category 5	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.05	.055	.06	.065	.07	.075
H.S. Wrestling Asst.-2*		2,465	2,712	2,958	3,205	3,451	3,698
H.S. Girls Wrestling Asst.-1							

H.S. Volleyball Asst.-2
H.S. Baseball Asst.-2*
H.S. Cross Country Asst.
H.S. Track Asst.-3*
H.S. Show Choir Director
H.S. Musical Director
H.S. Yearbook
H.S. Drama Club Advisor
District-Wide Dir. Public Relations
H.S. Softball Asst.-2*
M.S. Football-4*
M.S. Girls Basketball-3**
M.S. Boys Basketball-3**
M.S. Wrestling-2*
M.S. Track-4*
M.S. Volleyball-3**
M.S. Cross Country-2*
HS Boys Bowling-H
HS Girls Bowling-H
9th Grade Baseball*
9th Grade Softball*
H.S. Marching Band Asst.-1

Category 6	Yr. Exp. Index	0 .04	1 .045	2 .05	3-4 .055	5-9 .06	10+ .065
H.S. Soccer Asst.-2*		1,972	2,219	2,465	2,712	2,958	3,205
H.S. Football Cheerleading-V							
H.S. Basketball Cheerleading-V							
M.S. Show Choir Dir. (5th & 6th)							
M.S. Show Choir Dir. (7th & 8th)							
Meistersinger Combo Dir. (Instrumental)							
H.S. Asst. Director of Musical							
Building Level Public Relations Director-4							
SADD Advisor							
Key Club Advisor							
Asst. Drama Club Advisor							
Competition Cheer Coach (must attend at least four competitions)							

Category 7	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.032	.036	.04	.044	.048	.052
M.S. Builders Club		1,578	1,775	1,972	2,169	2,367	2,564
H.S. Drill Team							
H. S. Winter Guard							
Choreographer for Meistersingers							
H.S. Golf Asst.							
H.S. Pep Band							
H.S. Jazz Band							
Musical-Drama Director							
Musical-Choreographer							
H.S. 9th grade Basketball Cheerleading Advisor							
M.S. Football Cheerleading							
M.S. Basketball Cheerleading							
M.S. Academic Club Advisor							
H.S. Assistant Swim Coach*							

Category 8	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.023	.027	.031	.035	.039	.043
M.S. Art Club Advisor		1,134	1,331	1,528	1,726	1,923	2,120
H.S. Art Club Advisor							
M.S. Show Choir Choreographer-2							
Senior Class Advisor							
Elementary Student Council-2							
H.S. Student Council							
M.S. Student Council							
M.S. Intramurals-2*							
M.S. Cross Country Asst.							
H.S. /M.S. Pep Band Asst.							
Junior Class Advisor-2							
Leapin' Lakers Elementary Jump Rope Club Coach/Advisor – 2							
Judo Club Advisor							

Category 9	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.017	.021	.025	.029	.033	.037
National Honor Society Advisor		838	1,035	1,233	1,430	1,627	1,824
Elementary Yearbook Advisor-2							
M.S. Yearbook Advisor							
Sophomore Class Advisor							
Freshman Class Advisor							
Engineering/Drawing Club Advisor							
Computer Club Advisor							
Spanish Club Advisor							

French Club Advisor
Science Club Advisor
Varsity “L” Club
M.S. Planner for Overnight Trip
Weight Room Supervisor-4
Ski Club Advisor
Quiz Bowl Advisor

Supplemental Salary Schedule for School Year 2026-2027
(BS Teacher Salary –Sixth Year $51,277)

Category 1	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.13	.137	.144	.151	.158	.165
H.S. Girls Basketball-H		6,666	7,025	7,384	7,743	8,102	8,461
H.S. Boys Basketball-H							
H.S. Football-H							
H.S. Wrestling-H							

Category 2	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.1	.107	.114	.121	.128	.135
H. S. Volleyball-H		5,128	5,487	5,846	6,205	6,563	6,922
H.S. Marching Band-H							
H.S. Faculty Manager							

Category 3	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.095	.102	.109	.116	.123	.13
H.S. Baseball-H		4,871	5,230	5,589	5,948	6,307	6,666
H.S. Softball-H							
H.S. Boys Soccer-H							
H.S. Girls Soccer-H							
H.S. Girls Track-H							
H.S. Boys Track-H							
H.S. Girls Wrestling-H							

Category 4	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.08	.085	.09	.095	.1	.105
H.S. Boys Golf-H		4,102	4,359	4,615	4,871	5,128	5,384
H.S. Boys Basketball Asst.-2							
H.S. Girls Basketball Asst.-2							
H.S. Cross Country-H							
H.S. Football Asst.-5 (the 5th Asst. will serve as a 9th grade assistant if 9th grade team is offered)							
H.S. 9th Football-1*							
H.S. Girls Golf-H							
M.S. Faculty Manager							
Swim Team Coach							

Category 5	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.05	.055	.06	.065	.07	.075
H.S. Boys Wrestling Asst.-2*		2,564	2,820	3,077	3,333	3,589	3,846
H.S. Girls Wrestling Asst.-1							
H.S. Volleyball Asst.-2							

H.S. Baseball Asst.-2*
H.S. Cross Country Asst.
H.S. Track Asst.- 3*
H.S. Show Choir Director
H.S. Musical Director
H.S. Yearbook
H.S. Drama Club Advisor
District-Wide Dir. Public Relations
H.S. Softball Asst.-2*
M.S. Football-4*
M.S. Girls Basketball-3**
M.S. Boys Basketball-3**
M.S. Wrestling-2*
M.S. Track-4*
M.S. Volleyball-3**
M.S. Cross Country-2*
HS Boys Bowling-H
HS Girls Bowling-H
9th Grade Baseball*
9th Grade Softball*

H.S. Marching Band Asst.-1

Category 6	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.04	.045	.05	.055	.06	.065
H.S. Soccer Asst.-2*		2,051	2,307	2,564	2,820	3,077	3,333
H.S. Football Cheerleading-V							
H.S. Basketball Cheerleading-V							
M.S. Show Choir Dir. (5th & 6th)							
M.S. Show Choir Dir. (7th & 8th)							
Meistersinger Combo Dir. (Instrumental)							
H.S. Asst. Director of Musical							
Building Level Public Relations Director-4							
SADD Advisor							
Key Club Advisor							
Asst. Drama Club Advisor							
Competition Cheer Coach (must attend at least four competitions)							

Category 7	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.032	.036	.04	.044	.048	.052
M.S. Builders Club		1,641	1,846	2,051	2,256	2,461	2,666
H.S. Drill Team							
H. S. Winter Guard							
Choreographer for Meistersingers							
H.S. Golf Asst.							
H.S. Pep Band							
H.S. Jazz Band							
Musical-Drama Director							
Musical-Choreographer							
H.S. 9th grade Basketball Cheerleading Advisor							
M.S. Football Cheerleading							
M.S. Basketball Cheerleading							
M.S. Academic Club Advisor							
H.S. Assistant Swim Coach*							

Category 8	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.023	.027	.031	.035	.039	.043
M.S. Art Club Advisor		1,179	1,384	1,590	1,795	2,000	2,205
H.S. Art Club Advisor							
M.S. Show Choir Choreographer-2							
Senior Class Advisor							
Elementary Student Council-2							
H.S. Student Council							
M.S. Student Council							
M.S. Intramurals-2*							
M.S. Cross Country Asst.							
H.S. /M.S. Pep Band Asst.							
Junior Class Advisor-2							
Leapin' Lakers Elementary Jump Rope Club Coach/Advisor – 2							
Judo Club Advisor							

Category 9	Yr. Exp.	0	1	2	3-4	5-9	10+
	Index	.017	.021	.025	.029	.033	.037
National Honor Society Advisor		872	1,077	1,282	1,487	1,692	1,897
Elementary Yearbook Advisor-2							
M.S. Yearbook Advisor							
Sophomore Class Advisor							
Freshman Class Advisor							
Engineering/Drawing Club Advisor							
Computer Club Advisor							
Spanish Club Advisor							
French Club Advisor							

Science Club Advisor
Varsity “L” Club
M.S. Planner for Overnight Trip
Weight Room Supervisor-4
Ski Club Advisor
Quiz Bowl Advisor

*denotes that the number of positions may be reduced due to insufficient numbers of participants during that school year.
**denotes that one coach may switch to the high school if needed with approval from the varsity coach and the Athletic Director.

$600.00 for each Local Professional Development Committee Member
$850.00 for Local Professional Development Committee Chairperson
$1,050.00 for Local Professional Development Committee Recorder

NOTES:

*Advisors in categories 8 and 9 shall be required to meet once a month with their respective groups unless given permission by the building principal to do otherwise.

Extra-curricular experience will be honored to the limits of this supplementary schedule.

HS Basketball Assistant – 2: One assistant will coach the junior varsity team. The second assistant will coach the freshman team or will default to assisting the head basketball coach if a freshman team is not assembled.

HS Volleyball Assistant – 2: One assistant will coach the junior varsity team. The second assistant will coach the freshman team or will default to assisting the head volleyball coach if a freshman team is not assembled.

6.05 SUPPLEMENTALS

a. The administration reserves the right not to fill any supplemental position and to add supplemental positions. A committee of three (3) Association members appointed by the Association President shall meet with the Superintendent and two (2) representatives appointed by the Superintendent annually with one (1) meeting held in March to allow input from the ILEA on Supplemental positions. The category at which any new supplemental position will be placed, shall be discussed, and any changes to be negotiated during contract negotiations, unless otherwise agreed to through a memorandum of understanding.

b. In the event there is a suspension or cancellation of activities during the school year, supplemental contracts shall be compensated in a pro-rated amount as determined by the principal or athletic director based on records supplied by the coach or activity advisor while applying the following guidelines:

- The number of total days for a position will be calculated by determining the number of days in a season/activity. This number will be ascertained by identifying the first day and last day of the duties related to the supplemental contract.
- All days between the first day and last day of duties related to the supplemental contract, including weekends, other non-school days, and days with no scheduled practice or activity will be used to determine the total number of days for compensation.

6.06 TUITION REIMBURSEMENT

a. Any certificated/licensed employee who is approved in advance and enrolls in a graduate level course or workshop for graduate level credit related directly to the employee's current teaching assignment or area of service, or which leads to additional certification/licensure in other areas approved in advance by the Superintendent, and taken through a State of Ohio approved, accredited institution for certification/licensure shall receive fifty percent (50%) reimbursement or a lesser proportional amount (explained below) from the Board upon providing documentation of successful completion of such work.

b. Successful completion of work shall be defined as an A or B, or a P in a pass/fail course.

c. The Board shall appropriate thirty thousand dollars ($30,000.00) annually for such reimbursements. In the event that approved requests for reimbursement exceed the annual appropriation amount, the total amount of requests will be prorated based upon the total dollar amount of all approved requests.

d. Payment will be made once a year on the first regular pay date in December following the particular eligibility year. Reimbursement will be made for courses approved in advance and completed during the previous eligibility year, which will be June 1-May 31.

e. Payment will only be made to those certificated/licensured employees who return to work in the district the year following their coursework. If on an approved leave of absence, the member will be reimbursed as provided for upon returning to work following the leave of absence. If the individual has had his/her contract suspended under reduction in force, the teacher shall be eligible for reimbursement as provided for below. If a member leaves employment with the Board for any reason other than retirement within two (2) full school years after the school year in which the course was taken, the member shall repay the tuition reimbursement to the Board. The Treasurer may deduct the tuition reimbursement amount from salary amounts that would have been paid to the member.

f. Reimbursement may not be sought for coursework for which reimbursement has or would be paid through any professional leave or by grant or fellowship. Proof of payment by the member would be required in completing the request for reimbursement.

g. Application Process: to be eligible for reimbursement the application must be completed in the manner prescribed below.

    1. Tuition reimbursement forms will be available in the central office and/or the principal's office;

    2. The member must submit the tuition reimbursement form in writing to the Superintendent prior to the first class meeting of the course for which reimbursement is sought, indicating the nature of the course being taken and other information pertinent to the approval decision;

    3. Once reviewed and acted upon, the application will be returned to the individual member indicating approval or denial of the request;

    4. The Superintendent's decision is final and not grievable;

    5. Once approved, and upon completion of the course, the member will complete the second part of the form and attach documentation showing payment for the course and a grade slip or transcript showing the course and the grade received. The completed application must then be returned to the Superintendent within sixty (60) days of the completion of the course.

ARTICLE 7--INSURANCE

7.00 The monthly cost of insurance coverage (health, dental, and vision) for those taking full coverage shall be as follows, effective July 1, 2011:

		Part-time
Member's Share	15%	50%
Board's Share	85%	50%

7.01 Those taking only partial insurance coverage will share cost with the Board on a % basis not to exceed those percentages stated above.

7.02 Should there be a change in the rate of monthly premiums, any increase or decrease of said premiums will be divided on the same % basis stated above. However, the Board's share shall not increase more than ten percent (10%) each insurance plan year.

7.03 Coverage available under this plan are:

a. Medical and Hospitalization

b. Major Medical

c. $20,000 Life Insurance paid up life insurance with 3-year vesting

d. Dental

e. Prescription Drugs

f. VSP Well Vision Standard Plan B with $20 co-pay.

7.04 The following restrictions shall apply:

a. The Member must work at least five (5) hours a day to be considered full-time.

b. The Member must subscribe to the insurance coverage in order to receive financial consideration.

c. An employee who has a spouse who is eligible for health care benefits/insurance through another entity may not have healthcare benefits coverage extended to the employee's spouse through the healthcare benefits offered by the Board. The Member must sign a statement verifying that he/she carries no other medical or hospitalization insurance. If he/she is covered by another carrier and the circumstances change, he/she will be allowed to join the medical/hospitalization group.

d. If the Board employs both spouses on a full-time basis and the couple does not have dependent children, both husband and wife must enroll in the single healthcare plan offered by the Board. If the Board employs both spouses on a full-time basis and the couple does have dependent children, the employees must enroll in one family health care plan, and the Board will contribute only to one Health Savings Account for the couple in the amount of three thousand two hundred dollars ($3,200) annually to be paid monthly. If the Board employs both spouses, one (1) on a full-time basis and one (1) on a part-time basis, only the employee employed on a full-time basis is eligible for the Board's health insurance.

e. Employees may be required to enroll in health insurance in the most cost-effective manner possible. (For example, an employee and spouse with no dependents may be required to enroll in two single plans rather than a family plan.)

f. The Member must join the medical/hospitalization group plan during the one-month enrollment period, or within thirty (30) calendar days of their date of hire. The member who fails to meet these requirements will be required to wait for enrollment until the next sign-up date.

g. Employees who sever employment with the district for whatever reason, including retirement will not be eligible for Board funded healthcare benefits the first day of the next month. Example: an employee who retires effective May 31 would not be eligible for Board funded healthcare benefits beginning June 1.

h. The Board shall reserve the right to choose the insurance carrier as long as the coverage is equal to, or better than, that in effect on the effective date of this agreement.

i. Effective January 1, 2012, the Board will pay eighty-five percent (85%) toward the monthly premium for single and family coverage of a HSA Plan offered through the consortium of which the district is a member.

j. The Board will deposit three thousand two hundred dollars ($3,200) annually for family coverage and one thousand six hundred dollars ($1,600) annually for single coverage, to be paid monthly into the employee's Health Savings Account (HSA). (However, see limitations upon married couples in d. above.)

k. When an employee joins or drops coverage, the amount contributed by the Board to the employee's HSA account is prorated based on the Treasurer's calculations. In the event an employee drops coverage, he or she may be liable for any over-payment of the prorated amount and shall re-pay the district based on the Treasurer's calculations.

l. Any employee who regularly works less than full-time but half-time or more, shall receive employer-provided contributions to his/her HSA account at the rate of fifty percent (50%) of the employer contribution for full-time employees. Any employee who works less than half-time is not eligible for any Board-provided HSA contribution.

m. Any employee who is eligible to enroll in the Board's health insurance, but who cannot contribute to a Health Savings Account, will be enrolled in the HSA Plan. The Board will contribute to a Flexibility Spending Account (FSA), the amounts that would have been contributed on behalf of the employee to a Health Savings Account (HSA).

n. No HSA or FSA payments will be made by the Board for or to bargaining unit members who are not enrolled in the Board's health insurance plan because he/she (1) is not eligible for health insurance, or (2) has opted out of health insurance.

o. The ILEA leadership will work with the Board to explore options and cost containment for health insurance for the duration of this Agreement.

7.05 OPT-OUT PAYMENT

a. Bargaining unit members eligible for an insurance opt-out payment include all current and new employees who are eligible to enroll in the board's health insurance plan. However, if an employee and his/her spouse or dependent child are employed by the district or a district in the consortium, neither the employee nor his/her spouse or dependent child shall be eligible for any opt-out payment.

b. Employees who choose not to take health insurance from the district will have notified the Employer at the time of their open enrollment meeting. Members who do not take health insurance from the district shall be eligible for an opt-out payment. Each eligible member opting-out of the Board's health insurance plan shall be paid the Opt-Out Amount of one thousand dollars ($1,000), in January following the health insurance plan year in which the member provided advance notice to the Treasurer of the decision to opt-out.

c. Any employee who elected to opt-out of the Board's health insurance plan who involuntarily loses other insurance coverage will be permitted to re-enroll in the Board's health insurance plan subject to the provisions of the contract with the health insurance carrier.

d. The Opt-Out Payment provisions of this Article shall automatically expire on June 30, 2027.

7.06 The Board of Education agrees to provide a supplier for Section 125 benefits.

7.07 INSURANCE ADVISORY COMMITTEE

The Insurance Advisory Committee shall consist of three (3) representatives chosen by the Board and three (3) from the Association, and shall meet as necessary for the purposes of sharing information and concerns. Dates and times of the meetings are to be mutually agreed upon by the Superintendent and the ILEA President.

ARTICLE 8--STRS PICK-UP WITH REDUCTION

8.00 The Board of Education of the Indian Lake School District herewith agrees with the Indian Lake Education Association to pick-up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the members in the bargaining unit on the following terms and conditions:

8.01 The amount to be picked-up and paid on behalf of each member shall be the percentage of the member's compensation which is required to be paid to STRS by the employee as established by law. The member's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.

8.02 The pick-up percentage shall apply uniformly to all members.

8.03 No member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

8.04 The pick-up shall become effective with the new salary schedule (including supplemental and extended service) and shall apply to all compensation including supplemental earnings thereafter.

8.05 Each bargaining unit member will be responsible for compliance with Internal Revenue Salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax-deferred compensation plans.

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

8.07 Any purchase of STRS retirement credit will be payroll deducted in compliance with STRS guidelines upon a certified member's written, dated request.

a. It is the member's responsibility to have the retirement deduction calculated and verified by STRS.

b. Verified, accurate figures must be presented in a timely manner to the Treasurer's office.

1. one pay period prior to the 1st authorized retirement deduction, and

2. within the same month in which the figures are calculated.

ARTICLE 10--SALARY CHECKS

10.00 All members shall be paid in twenty-four (24) equal semi-monthly installments. They shall be paid on the twentieth (20th) day of each month for the salary earned from the first (1st) through the fifteenth (15th) day of that month; and on the fifth (5th) day of each month for the salary earned from the sixteenth (16th) through the last day of the month. For those members authorizing deductions for Association dues, those deductions shall be from the last monthly payment. The member desiring to opt out of the electronic deposit must submit in writing one of the below-listed justification of non-participation.

Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Board and the Association to discontinue such deductions.

10.01 Members will have all wages (taxable income reported to the IRS) electronically deposited. All members will receive a pay stub vie email. The Treasurer's office will use a member's school email address unless the member submits a personal email address to the Treasurer's office. All newly hired members must submit routing information upon employment.

10.02 For the summer months, members will receive his/her electronic deposited pay check stub by email.

10.03 If a payday falls on a Saturday or Sunday, the payday will be the Friday preceding the weekend (or the day before a federal holiday in the event it falls on a Friday).

10.04 DEDUCTIONS: Only the following deductions from paychecks shall be made without prior written authorization of the employee:

a. Federal, state, and city income taxes

b. Retirement

c. Court ordered deductions

10.05 Only the following deductions from paychecks will be made upon a signed, written authorization:

a. Personal group insurance

b. Employee's cost for hospitalization

c. Tax sheltered annuities

d. Association membership dues

e. Credit Union - the following provisions apply:

1. A minimum membership of ten (10) people is required.

2. A deduction will be made to a total of one (1) credit union chosen by the Association. A deduction will not be made to an individual's credit union, if it is different from the credit union chosen by the Association.

3. There will be only one (1) deduction per month. Voluntary credit union deductions may be deducted each pay period if the member gives written notification of this preference to the Treasurer's office.

4. Any administrative expenses incurred as a result of implementation and continuing operation of the credit union shall be borne solely and equally by those members of the credit union. This charge may be deducted without prior authorization of the credit union member.

Note: "Administrative expenses" are any fees charged back by the credit union to the treasurer's office.

10.06 SUPPLEMENTAL CHECKS:

a. All Coaches, including Cheerleader Advisors, Musical Director and Assistants, Marching Band and Assistants, and Pep Band will be paid, by regular payroll check at the conclusion of his/her respective season and following his/her submission and approval of the "Certification of Completion of Supplemental Contract Form" indicating that all obligations have been met.

b. All year-long supplemental positions, such as Advisors, Club Advisors, and Event Managers, will be paid fifty (50%) of their supplemental contract on second paycheck in January provided that the "Certification of Completion of Supplemental Contract Form" (with the "mid-year" box checked) has been signed by the appropriate administrators. The remaining fifty (50%) will be paid by regular payroll check at the conclusion of the school year upon approval of the "Certification of Completion of Supplemental Contract Form" (with the "end of year" box checked) indicating that all obligations have been met for the year.

   The employee is responsible for the submission of the Form mid-year (due December 15th by hand delivery to the Treasurer's office with all signatures) for the mid-year payment and the Form at the end of the year. Failure to submit the Mid-Year Certification will result in the employee not receiving their mid-year pay until the end of the school year.

c. The Certification of Completion of Supplemental Contract is hereby incorporated by reference and will be available on the forms section of the district web page. Signatures on the form must be obtained by the member in sequential order.

ARTICLE 11--ASSOCIATION RIGHTS

11.00 Following proper application, and upon approval of the appropriate administrator, the Association shall be granted the use of school buildings in accordance with adopted Board policy.

11.01 The Association may deliver to each building administrator materials which the Association wishes to have distributed to members. Following approval of the building administrator, said materials shall be distributed in accordance with Board policy.

11.02 Announcements regarding Association business shall be included in the principal's daily bulletin in accordance with established procedures.

11.03 Association Membership

a. The Treasurer of the Board of Education is authorized and instructed to accept payroll deductions upon written request from a member for Association dues (ILEA; OEA; NEA).

b. Association membership is annual from September 1 through August 31. Once a member enrolls, such membership shall be continuous for each subsequent membership year unless the individual cancels his/her membership.

c. Any individual who wishes to cancel his/her membership must notify the ILEA's Treasurer and the Board's Treasurer in writing between August 1 and September 30. A member may cancel his/her membership outside the cancellation period, but he/she shall be responsible for any remaining dues for the current membership year.

d. In the event that a member's employment is terminated, either voluntarily or involuntarily, or if an unpaid leave of absence is taken, the Treasurer of the Board will deduct the remaining dues for the year from the employee's final paycheck.

11.04 The Association shall be assigned space on a bulletin board in the staff mail room by the building principal. No items shall be posted on any bulletin board without prior administrative approval.

11.05 The Association shall be granted access to and have copies made of public records, including approved minutes and appropriations resolutions, consistent with state statute and adopted Board policy. Dated requests for records shall be in writing, stating specifically which documents are desired, and the requests shall be filled within one week after they are received, unless the administration indicates, with reasons, why more time is needed. Records shall be provided within a reasonable period of time.

11.06 One copy of the regular Board meeting agenda and one copy of other Board agendas and the Treasurer's report to the Board, if available within twenty-four (24) hours prior to any other Board meeting, shall be made available to the Association at the same time as provided to members of the Board.

11.07 Upon the request of any member, an Association representative will be provided for a meeting with administrators, administrative representatives, or the Board of Education. The member may request an Association representative of his/her choice if the meeting may lead to disciplinary action.

11.08 On new staff orientation day, the ILEA will be permitted up to one (1) hour to meet with new bargaining unit members as a group. The Superintendent or his designee may be present for this meeting.

ARTICLE 12--EVALUATION

12.00 The Association and all the teachers recognize the right, duty, and responsibility of principals and supervisors to make periodic evaluation of the performance of the teachers. All monitoring, walkthroughs, and observations of the performance of each teacher in connection with such evaluation shall be conducted openly and with the full knowledge of the teacher.

12.01 Philosophy: Staff evaluation has two (2) major goals: (1) to ensure effective teacher performance and (2) to provide for the continuous development and improvement of the individual teacher.

12.02 The Board and the Association agree to implement the OTES model for evaluation for the duration of this contract.

a. Standards-Based Teacher Evaluation

The Board is responsible for adopting and implementing a standards-based teacher evaluation policy that conforms to the framework for evaluation of teachers as approved by the State Board of Education, as amended, which aligns with the "Standards for the Teaching Profession" as set forth in State law.

b. Definitions

1. **"OTES"** – is the Ohio Teacher Evaluation System as adopted by the State Board of Education in 2020 or as otherwise modified by the State Board of Education.

2. **"Teacher"** – For purposes of this policy, "teacher" means a licensed instructor who spends at least fifty percent (50%) of his/her time providing student instruction and who is working under one of the following:

    a) A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

    b) A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

    c) A permanent certificate issued under R.C. 3319.222 as is existed prior to September, 2006.

    Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

3. **"Walkthrough"** – A walkthrough is an informal observation and evidence collection time of less than thirty (30) minutes. Walkthroughs are intended to establish a supportive connection between the evaluator and the teacher and monitor the teacher's progress on targeted areas of instruction. Walkthroughs may be announced or unannounced.

4. **"Credentialed Evaluator"** – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who is credentialed as set forth in R.C. 3319.111(D). The evaluator shall be the building principal, building assistant principal, ESC administrator, or other district administrator assigned by the superintendent.

5. Standards-Based Teacher Evaluation

    Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based on upon teacher performance, student growth, and other locally determined criteria. The specific standard and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

Each teacher evaluation will result in an evaluation rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective

as prescribed by statute and ODE's standards-based teacher evaluation framework.

c. Assessment of Teacher Performance

Teacher performance will be evaluated based on the Ohio Standards for the Teaching Profession and will be assessed through formal observations, informal observations also known as "classroom walkthroughs," and other methods of gathering teacher performance data.

1. Evaluation Procedure

a) All teachers: All teachers shall be evaluated at least once each school year based on at least two (2) formal observations and classroom walkthroughs, except as provided below. The first observation shall occur by January 15.

b) In year of nonrenewal: Teachers on limited contracts who are under consideration for nonrenewal shall receive at least three (3) formal observations in addition to classroom walkthroughs.

c) The Board (or its Administration) may elect not to evaluate teachers as follows:

i. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three school years. The teacher will be required to submit a self-directed professional growth plan to the evaluation, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal observation and post-conference in any year that such teacher is not formally evaluated.

ii. A teacher who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two school years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the

plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. Teachers will be provided with at least one (1) formal observation and post-conference in any year that such teacher is not formally evaluated.

iii. All formal observations shall be announced.

iv. Teachers may request a walkthrough at any time.

v. Teachers may request a pre-conference.

vi. A teacher who is on leave from the district for fifty percent (50%) or more of the school year, as calculated by the Board.

vii. A teacher who has submitted notice of retirement and the notice has been accepted by the Board by December 1.

viii. A teacher who is participating in the Ohio teacher Resident Educator program in the year during which the teacher takes at least half of the performance-based assessment as prescribed by the State Board of Education for the first time.

2. Formal observations shall be a minimum of thirty (30) minutes in duration.

3. Teachers shall be provided at least two conferences: one conference after the first observation and one final summative conference.

4. Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. The final summative rating page is to be signed by both the principal and the teacher and placed in the teacher's personnel file, and should report the date and substance of the communication. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. Written notice of nonrenewal will be provided by June 1st.

d. High Quality Student Data

1. High Quality Student Data refers to locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject are taught, High-Quality Student Data shall include the value-added progress dimension and the teacher shall use at least one (1) other measure of HQSD to demonstrate student learning. HQSD may also

include data obtained from the list of Ohio Department of Education approved student assessments.

2. High Quality Student data may not include student learning objectives (SLOs) or shared attribution measures.

e. Final Evaluation Procedures

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education. The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education. The teacher will confirm receipt of the same.

f. Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop a professional growth or improvement plan as set forth in ODE's framework. An improvement plan shall be developed by the evaluator as necessary. The district administration has discretion to place a teacher on an improvement plan at any time based on any individual deficiency exhibited in the evaluation system by the teacher.

g. Board Professional Development Plan

The Board will allocate financial resources to support the professional development of teachers.

h. Retention and Promotion Decisions/Removal of Poorly Performing Teachers

The evaluation results will be used by the Superintendent for employment decisions, including, but not limited to, retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers. For purposes of this paragraph h, "evaluation results" for the duration of this contract, shall mean the performance portion of each teacher's evaluation.

Seniority shall not be the basis for a decision to retain a teacher, except when deciding between teachers who have "comparable" evaluations.

i. Guidance Counselor Evaluations:

1. Each counselor will be evaluated in accordance with the teacher evaluations procedures, as set forth above.

2. Each school counselor will be evaluated based on multiple factors including performance on all areas identified by the standards for school counselors and the ability to produce positive student outcomes using metrics, which will determine the holistic final summative rating of effectiveness according to ODE requirements.

3. School counselors will be assigned a rating of Accomplished, Skilled, Developing, or Ineffective.

4. Provisions in this contract for teachers regarding: (i) considerations for retention, promotion, removal, and professional development, and (ii) when the board/administration may elect not to evaluate, shall also apply to guidance counselors.

12.03 Prior to making any changes or modifications of this Article or the Teacher Evaluation Handbook, the Teacher Evaluation Committee shall convene to discuss the changes. The Teacher Evaluation Committee shall consist of two (2) members appointed by the Association President, two (2) members appointed by the Superintendent, and shall include both the Association President or designee and the Superintendent or designee. Upon Agreement, any changes will be documented in a Memorandum of Understanding between the parties. This provision shall not apply to bargaining for a successor negotiated agreement.

12.04 OBJECTIVES

a. To continue to improve the quality of instruction through a regular review of teaching performance.

b. To assess teacher effectiveness by using appropriate appraisal procedures.

c. To commend exceptional teaching.

d. To recommend means of improvement, where appropriate.

e. To establish a framework whereby general goals and specific objectives can be cooperatively developed.

f. To assist in creating and maintaining a professional climate for teachers and administrators to cooperate in meeting educational responsibilities to children.

g. To assist staff members in clarifying and establishing performance expectations, specific duties, responsibilities, and establishing a system of support and collaboration.

h. To provide information source for consideration in administration decisions affecting continuing contract status, promotion, and reemployment.

12.05 ELIGIBILITY FOR CONTINUING CONTRACT-LICENSURE

A teacher who is initially licensed on or before December 31, 2010, is eligible for tenure under the following conditions:

a. Teachers with a professional educator license, senior professional educator license, or lead professional educator license and a Masters Degree are eligible to apply for a continuing contract after their fifth year of continuous teaching in the Indian Lake Local School District.

b. The teacher must apply in writing (email is acceptable) by September 15 of the final year of the limited contract in which they wish to be considered for a continuing contract.

c. Teachers will not be considered for continuing contract during the term of a multi-year-limited contract.

d. Teachers with a continuing contract previously granted in another Ohio school district may apply for a continuing contract by September 15 of their third year of continuous teaching in the Indian Lake Local School District. The teacher must have a professional license or its equivalent and a Masters Degree.

e. To obtain a continuing contract, the bargaining unit member must be recommended for a continuing contract by the Superintendent.

A teacher who is initially licensed on or after January 1, 2011, is eligible for tenure if the teacher:

a. Holds a professional educator license, senior professional educator license, or lead professional educator license;

b. Has held an educator license, other than a substitute teaching license, for at least five (5) years; and

c. Has completed one of the following: (a) if the teacher did not hold a master's degree at the time of the initial licensure, thirty (30) semester hours of coursework in the area of licensure or a related area since initial issuance of the license or (b) if the teacher held a master's degree at the time of initial receipt of an education license, six (6) semester hours of graduate coursework in the area of licensure or a related area since initial issuance of the license.

d. To obtain a continuing contract, the bargaining unit member must be recommended for a continuing contract by the Superintendent.

In the event that a probationary teacher is denied tenure, or is served with a notice of dismissal in accordance with the Teacher Tenure Law, said action shall be subject to the Grievance Procedure.

12.06 SEQUENCE OF CONTRACTS

a. Upon employment, certified staff members shall be granted:

1. One (1) year limited contract for three consecutive years.

2. A single two (2) year limited contract.

3. Three (3) year limited contracts thereafter (if not eligible for continuing contract).

4. A staff member may be awarded a one (1) year limited probationary contract, either at the conclusion of a one (1) year limited contract or at the conclusion of the contract year for a staff member holding a multi-year limited contract.

12.07 Probationary Contract: Certified staff members on a limited contract may be issued a one (1) year limited probationary contract listing deficiencies and a Plan of Action to address identified problem areas. The Probationary Contract may be issued at

the conclusion of the teacher's current limited contract or at the conclusion of a school year during a multi-year contract.

12.08 Contracts of Retired Teachers: Teachers who have retired under the State Teachers Retirement System may be hired by the Board of Education under the following conditions.

a. These teachers will receive limited one-year contracts regardless of prior years of service or prior continuing contract status.

b. These teachers will not be entitled to more than a one (1) year limited teaching contract under any circumstances.

c. These limited contracts will automatically be non-renewed at the conclusion of the contract year.

d. These teachers will be placed at step 5 at the appropriate educational level on the district's salary schedule.

e. The terms of this agreement for the re-employment of retirees supersede Sections 3319.11, 3319.111, 3317.14, and 124.30 of the Ohio Revised Code and any other statutory law in conflict with these provisions.

f. The Indian Lake Board of Education shall indemnify and save the Indian Lake Education Association (ILEA) and its affiliate organizations, ILEA officers and individual ILEA members harmless against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Board of Education, its officers or its employees for the purpose of complying with any of the provisions contained in the agreement relating to the employment of teachers who have retired under the State Teachers Retirement system, the School Employees Retirement System or the Public Employees Retirement System.

12.09 Traveling Teachers: Prior to September 15, the administration shall inform traveling certified staff members as to which administrator(s) will be responsible for the evaluation process.

12.10 Counselors and Library Media Specialists: Counselors and library media specialist will be evaluated using the adopted evaluation procedure with evaluation forms specific to their area of employment.

12.11 If any provision of this Article 13 is found to be illegal or out of compliance with permissible collective bargaining by an agency of the state of Ohio, the parties will convene bargaining as soon as possible to remedy the finding by the agency.

12.12 The District may provide an opportunity for all teachers to maintain up-to-date fingerprints and background checks consistent with licensing requirements on campus. Any fees associated with fingerprints shall be paid by the district.

ARTICLE 13--SICK LEAVE

13.00 Fifteen (15) days of sick leave shall be credited annually to each member at the rate of one and one quarter (1 ¼) days per month.

13.01 Each member is entitled to receive an advance of five (5) days, if needed, during each school year. These five (5) days must then be earned before additional days are credited to the accumulated totals.

13.02 The total unused portion of the annual sick leave allowance shall be permitted to accumulate to an unlimited number of days. No member shall forfeit accumulated days during approved leaves of absence.

13.03 Sick leave days may be used for either personal illness or emergencies.

a. Disability due to pregnancy shall be considered as personal illness, and shall qualify for use of sick leave.

b. Emergencies are defined as follows:

c. Death in the immediate family, three to five (3-5) days. (Immediate family is interpreted to mean father, mother, sister, brother, husband, wife, children, step-parent, step-child, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, or a person living in the same household.)

d. Members attending the funeral of a relative not in the immediate family, and not living in the same household, shall be allowed absence for the day of the funeral with no deduction in pay.

e. Absence due to quarantine or critical illness of any member of the immediate family. A Superintendent may require a satisfactory affidavit for each absence. The immediate family is interpreted to mean, spouse, child, parent, or person living in the same household.

f. Other comparable reasons agreed upon by the member and the principal.

13.04 Paid emergency leave in excess of the limitations listed may be granted at the discretion of building principal.

13.05 Members under contract for less than full-time will be prorated for sick and emergency allowance.

13.06 A member who finds it necessary to be absent should notify the administration the evening before the planned absence, if possible, and not later than one hour prior to the member's arrival time. When an electronic absence reporting system is implemented, building administrators will advise teachers in their building regarding call off/report off procedures.

13.07 In cases of absence due to personal illness of three (3) days or more days of school, a member may be required to file a doctor's certification of the illness.

13.08 If a member is absent for more time than the number of days of accumulated sick leave at the time of absence, or in case of absence for personal reasons not covered by sick leave, the salary of the teacher shall be reduced as follows:

a. Divide the annual salary by the total number of days for which the member is employed during the year. This amount equals the salary per day. Multiply this amount by the days of absence.

b. All benefits will be maintained during the period of dock at the employee's expense through the additional deduction of prorated compensation through payroll, unless the employee is on some type of board approved leave.

13.09 Any member whose personal illness extends beyond the amount of his/her accumulated sick leave shall, at his/her written request, be granted a leave of absence without pay for the duration of the illness, but not to exceed two (2) years. Under no circumstances may the leave of absence extend beyond the expiration date of the member's contract.

13.10 Sick leave may be taken in quarter-day increments.

ARTICLE 14--MATERNITY AND CHILD-REARING LEAVE

14.00 A maternity leave shall be granted, without pay, commencing at any time after pregnancy is determined. The times of commencement and return are to be set at the discretion of the member and the Superintendent.

14.01 Any member may make application to the Superintendent for an unpaid leave of absence for purposes of child-rearing. The application for such leave shall specify the desired date of commencement and return, but in no case shall the leave be longer than two (2) full school years, or until the expiration date of the member's contract, whichever is sooner. Such leave may be granted to either a natural or adoptive parent. Sick leave and unpaid leave for purposes of childbirth and child rearing shall run simultaneously with Family Medical Leave.

ARTICLE 15--PERSONAL LEAVE

15.00 Each member will be granted three (3) days of personal leave for reasons other than those now included in the present sick leave policy.

15.01 No restrictions shall be placed on the use of personal leave except for the following:

a. No more than ten percent (10%) of each building's teachers and tutors shall be permitted to take personal leave on the same day. The ten percent (10%) figure shall be rounded to the next highest number, for example, 1.6 would equal 2 teachers and 2.1 would equal 3 teachers.

15.02 In order to obtain this leave, a member shall receive prior approval from the building principal at least three (3) days in advance, except in case of emergency. Personal leave shall be granted on a first come basis.

15.03 In case of an emergency situation, written reasons shall be submitted to the Principal after the leave, for his approval. Emergency leave is exempt from 16.01a and 16.02 above.

15.04 All requests for personal leave will be made through the district's on-line procedures.

15.05 No personal day shall be granted on the day preceding or following a vacation day or a non-school day.

15.06 Application may be made to the Superintendent for approval of unusual or unique situations.

15.07 Personal days may not be used for vacation days.

15.08 Requests featuring consecutive school days must be accompanied by an explanation.

ARTICLE 16--CONFERENCE, PROFESSIONAL, AND SUPPLEMENTAL LEAVE

16.00 Conference Leave: Any member may make application to the building principal to attend any conference or convention which the member feels will enhance his/her professional skills. Upon approval of the principal or Superintendent, the Board will allow the released time, and will provide for a substitute teacher (if necessary) and in addition, the Board will pay for mileage (at the IRS rate in effect on August 1 of any year for the forthcoming school year), parking fees, registration fees, and overnight lodging. Overnight lodging will be limited to fifty dollars ($50)/person up to one hundred dollars ($100)/per room.

16.01 Professional Leave: Upon application to and approval of the building principal, each member shall be granted one (1) paid day per year for professional leave. On this day, the member shall visit in another school whose program might be of benefit to instruction at Indian Lake. Mileage shall be paid at the IRS rate in effect on August 1 of any year for the forthcoming school year.

16.02 Supplemental Leave: The purpose of "supplemental leave" is to provide members with a paid day off in order to attend a meeting not directly related to that member's actual teaching assignment, but rather that which is directly related to a supplementary assignment being directed by that teacher.

a. The Board will allow the released time, and will provide for a substitute teacher (if necessary); however, the Board will not pay for mileage, registration fees, overnight lodging, or any other expenses associated with supplemental leave.

b. All expenses (except for a substitute teacher) are to be incurred by the member or the organization of which the teacher is the coach, director, or advisor.

c. Supplemental leave must be applied for through the building principal and approved/rejected by the principal at least one (1) week prior to the requested date of leave.

16.03 The following provisions shall apply to conference and professional leave, and supplemental leave:

a. The Board shall appropriate eight thousand dollars ($8,000) each school year ($4,000 per semester) for conference and professional leave. No leave shall be granted if/when these categorical funds are expended.

1. Pay for substitutes will not be taken from the supplemental and professional leave fund.

b. Within five (5) school days after the date of such leave, the member must submit a certificate of attendance (or other documentation showing attendance) and expense form, if applicable, to the building principal.

c. A member who fails to file a completed certificate of attendance (or other documentation showing attendance) shall be docked for each day out of school while utilizing conference, professional, or supplemental leave.

d. Any denial of conference, professional, or supplemental leave may be appealed to the Superintendent, and if the denial is upheld, the appeal may then go to the Board. Members wishing to appeal a denial to the Board shall contact the Superintendent in order to be placed on the agenda.

e. Conference and professional leave funds may be adjusted (transferred) from building to building at the end of each semester in the event there are unexpended funds at one building and a shortage of funds at another.

16.04 Association Leave: The Board will grant five (5) aggregate days leave to be used for Association related business, plus two (2) days for the purpose of lobbying regarding educational issues. The Board will allow the released time and will provide a substitute teacher. Such leave may be used at the discretion of the Association by any member of the Association. Such leave must be applied for by the President of the Association to the proper building Principal or Superintendent at least five (5) working days before such leave.

a. No more than ten percent (10%) of each building's teachers and tutors shall be permitted to take personal/association leave on the same day.

16.05 Building/District Leadership Teams: Provided the State of Ohio continues to fully reimburse the district for the cost of substitute teachers for Building Leadership Team (BLT) and District Leadership Team (DLT) initiatives, the Board shall schedule all BLT and DLT meetings during the contractual teaching day.

ARTICLE 17--OTHER LEAVES OF ABSENCE

17.00 Upon written application to the Superintendent, any member may be granted a leave of absence for the following additional reasons:

17.01 Ill health: The request for leave should be accompanied by a statement of the attending physician. Such leave shall be granted for a period of one (1) year, but may be extended to two (2) years upon approval of the Superintendent and the Board.

17.02 Professional study or travel: Leave without pay for this reason may be granted for not less than one (1) semester, providing it can be shown by the member that such study or travel will improve classroom instruction at Indian Lake Schools.

17.03 Exchange teaching: If a request for this type of leave is made, it shall be granted in accordance with the law of Ohio. Contractual and salary status of a member shall not be affected by any leave of absence.

17.04 No compensation shall be paid to any teacher while on either a professional study/travel or exchange program leave of absence. Upon the return of an exchange program leave, the member shall be granted experience and moved on the salary schedule accordingly. The member must provide proof of teaching and number of days taught. The Board will pay no retirement for the time the member was engaged in exchange teaching.

17.05 During an approved leave of absence a member shall be eligible to participate in the insurance program, provided that:

a. The member pays the full monthly premium in a timely fashion; and

b. The insurance carrier accepts such individuals as a part of the covered group.

ARTICLE 18--ASSAULT LEAVE

18.00 If a member is assaulted, he/she shall report to his/her supervisor, or shall report immediately to the emergency room, if the situation warrants it.

18.01 The Board shall be responsible for determining the applicant's eligibility for assault leave. Such determination shall be based upon the information evidenced by the request form and the physician's report of the need for such assault leave. The member, if requested, shall consent to an examination at Board expense by a Board designated physician at a reasonable time and place. If the member is not covered by insurance, the Board will pay for emergency room treatment.

18.02 The member shall agree to cooperate fully in pursuing any legal or policy action by the Board on behalf of the member and/or the Board. A member who must appear in court, pursuant to this article, will not have sick leave deducted.

18.03 Assault leave will be limited to a maximum of fifteen (15) working days per occurrence, not chargeable to sick leave or personal leave, and shall be non-accumulative from year to year.

18.04 If upon the exhaustion of the allowed fifteen (15) assault leave days, the member is unable to perform his/her contracted duties, he/she may apply for sick leave, workman's compensation (if eligible), and unpaid leave of absence, or disability retirement. Should the member qualify for workers' compensation, he/she shall receive the difference in pay between his/her regular rate of pay and the workers' compensation benefit until such time as the benefit terminates. The Board may require a Doctor's verification of the member's fitness to return to duty.

18.05 If permanently disabled, the member must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave."

18.06 Falsification of either the signed statement of the events or circumstances surrounding the assault of the physical statement shall be grounds for disciplinary action.

18.07 Provisions of this article apply in all cases of rape and physical assault and must not be a direct result of provocation by the member.

18.08 Assault leave will be granted only if the member is involved in his/her official school duties.

ARTICLE 19--SEVERANCE PAY

19.00 The Indian Lake Local Board of Education will grant severance pay for members who terminate their employment with the Indian Lake Local Schools through retirement.

19.01 Eligibility for receipt of the severance allowance and determination of the amount shall be as follows:

a. Members who retire with one to fourteen (1-14) years of service in the Indian Lake Local School District as verified by the Treasurer will be granted severance pay based on twenty-five percent (25%) of one hundred ninety (190) days maximum accumulated sick leave from any school system.

b. Members who retire with fifteen to twenty (15-20) years of service in the Indian Lake Local School District as verified by the Treasurer will be granted severance pay based upon thirty-three percent (33%) of one hundred ninety (190) days maximum accumulated sick leave in service to Indian Lake Schools.

c. Members who retire with more than twenty (20) years of service in the Indian Lake Local School District as verified by the Treasurer will be granted severance pay based upon forty-five percent (45%) of one hundred ninety (190) days maximum accumulated sick leave in service to Indian Lake Schools.

A "year of service" shall mean a school year consisting of at least one hundred twenty (120) work days.

19.02 A member will be considered as retired when within one hundred twenty (120) days after the termination of employment with the Indian Lake Schools he/she begins collecting a monthly retirement payment from one of the state retirement systems. Following receipt by the Treasurer's office of proof of retirement and a letter from the retiree requesting severance pay, severance shall be paid in one installment as follows: (1) if the employee is fifty-five (55) years of age or older, paid into an accumulated leave plan administered by ING Life Insurance & Annuity Company by the end of September in the year of retirement; (2) if the employee is not yet fifty-five (55) years of age, paid to the employee in January of the calendar year following the year of retirement.

ARTICLE 20--TEACHING HOURS AND TEACHING LOAD

20.00 No modification made by the Board will increase the length of the members' workday beyond the seven and one half (7 ½) hours. No modification by the Board will increase the length of the school year beyond one hundred eighty-four (184) days. However, teachers new to the district will report for one new staff orientation day before the start of the teacher work year. The work year shall include at least three (3) teacher workdays to be scheduled as follows: one (1) prior to the start of the school year, one (1) on the last day of the school year, and one (1) at the conclusion of the first semester. Employees shall only be required to attend one meeting on these days not to exceed 90 minutes

20.01 Teaching Day: There shall be one (1) start time for all teachers.

The Board shall meet with the ILEA President prior to August 1 if it wishes to adjust the established teacher day for the upcoming school year.

20.02 Members may be required to attend meetings called by the school administration before or after school, without additional compensation, for up to one (1) hour on each of two (2) days each month, up to thirty (30) minutes four (4) times each month, or any combination of full-hour meetings and thirty (30) minute meetings up to two (2) hours per month.

20.03 No staff meetings shall be held on any scheduled election day outside of the contractual workday.

20.04 All members shall have a minimum of thirty (30) minutes duty-free lunch period.

20.05 Members will, in addition to their lunch period, have a preparation period of one (1) class period each day, during which they will not be assigned to any other duties, except by their consent. Elementary conference periods shall be not less than forty (40) minutes in length.

20.06 Members grades 7-12 with the exception of teachers and tutors of the exceptional children will not be required to teach more than two (2) subjects, nor more than a total of four (4) teaching preparations at any one time, except by the member's consent.

20.07 Elementary (K-4)

a. A special teacher (art, music, and physical education) who teaches, due to lack of class coverage, a class that exceeds the regular size shall receive reimbursement as follows: Six (6) excessive-sized classes due to lack of class coverage will be equivalent to one (1) day of substituting and will be reimbursed at the current rate of substitute pay. Example: over a period of several days, an elementary special teacher has had six (6) excessive-sized classes due to lack of class coverage; the teacher will receive reimbursement for one (1) day of substituting at the current substitute rate of pay.

b. A member who has supervision of additional students (split class) due to lack of class coverage shall receive reimbursement based on the daily substitute rate of pay in proportion to the number of students supervised. Example: Three (3) teachers supervise seven (7) students each due to an absence and uncovered class for the full day; each member will receive thirty-three percent (33%) of the current substitute rate of pay.

20.08 The Board will reimburse any member who substitutes for an absent teacher during their regularly scheduled conference period at the rate of fifteen dollars ($15.00) per period (or the current rate of substitute pay, whichever is larger) proportional to the number of class periods per day.

20.09 The following restrictions will be enforced regarding substitute assignment:

a. Members may not refuse a substitute assignment made by the building administrator. Exceptions may be made by mutual agreement with the building administrator and the staff member.

b. Members will be eligible for such reimbursement only if they do not receive one conference period and a lunch period each day.

c. Elementary conference periods should be interpreted as those regularly scheduled music, art, and physical education classes.

20.10 A substitute teacher will be hired to cover music, art, and physical education classes if the teacher is participating in a school event. In the event that an Educational Assistant is reassigned or absent a substitute will be hired, if available.

ARTICLE 21--LOCAL CALENDAR

21.00 The Board has the sole authority and responsibility for constructing each year's school calendar. The final calendar will be based on the vote of the entire staff. Following approval by the Board, the school calendar shall not be changed without mutual agreement of the Board and Association President.

ARTICLE 22--REDUCTION IN FORCE

22.00 A reasonable reduction of instructional staff may be made by suspending teacher contracts as a result of a decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, financial reasons, or lack of operating funds. This reduction will be in accordance with the provisions of O.R.C. Section 3319.17 and this policy.

22.01 The procedures to be applied for a reduction in force are as follows:

a. Implementation of a RIF program shall be in effect as of August for all staff whose contracts begin in August or after that date, or July 1 for special area staff contracts.

b. On or before April 15 preceding the date of implementation, the Association President shall be notified in writing of the Board's intent to implement a RIF program.

c. No later than May 1, a meeting shall be held with staff, including representatives of the local Association to review appropriate data indicating the need for the RIF program. Staff members whose contracts are to be suspended will be provided with notice of the suspension with reason(s) by May 15. Copies of the notices to staff members of the contract suspension shall be provided to the ILEA President.

22.02 Procedures for determining the orderly process of the implementation of a RIF program are as follows:

a. A formalized list shall be prepared, indicating positions to be abolished. This statement shall be prepared prior to the implementation of the RIF program, and prior to contract deadlines as prescribed by law for staff and during the calendar year in which implementation is to occur. All staff may receive a copy of said list.

b. A seniority list shall be prepared of all members according to continuous service in the district within all areas of certification/licensure. The seniority list will be presented to the Association President.

c. During the time the RIF program is in effect, the Superintendent will retain the right to permit or make transfers to move staff into their major areas of certification/licensure, or areas in which teaching competency will be of the highest caliber.

22.03 REDUCTION IN STAFF

a. Any reduction in staff shall first be covered through normal attrition. The continuity and quality of the program will be the primary considerations in reduction of positions, rather than abilities of random courses or positions.

b. If additional positions are to be abolished, the staffs' contracts to be suspended shall be in accordance with the Superintendent's recommendations and in the areas of license/certification that he deems necessary. RIF shall proceed according to the following criteria:

1. Suspensions shall be based upon evaluations ratings.

a) The first to be suspended shall be those teachers with evaluation ratings of "ineffective."

For <u>continuing contract</u> teachers, the rating of "ineffective" shall be based upon three consecutive years of student growth data.

For limited contract teachers, the rating of "ineffective" shall be based only on the principal's rating (not including any student growth measures) until three consecutive years of student growth data are available; and then the overall (summative) rating including student growth measures will be used.

b) The next teachers to be suspended shall be those teachers on limited contracts with ratings of "developing" who have improvement plans.

c) The next teachers to be suspended shall be those teachers on limited contracts with ratings of "developing" who have professional growth plans.

For b. and c. (above), the rating of "developing" shall be based only on the principal's rating (not including any student growth measures) until three consecutive years of student growth data are available; and then the overall (summative) rating – including student growth measures – will be used.

2. Seniority shall only be used when deciding between teachers with comparable evaluations. Comparable evaluations shall include those teachers with evaluation ratings of "accomplished" and/or "skilled".

   Seniority: System-wide seniority is defined as the following:

   a) Unbroken or continuous service in the Indian Lake Local Schools.

   b) Leaves of absence and sabbatical leaves do not constitute a break in service to the district. A staff member's years of seniority are frozen at the beginning of either of the above, and upon return to active service, commencing from the last day's contractual service.

   c) One half (1/2) year or more service counted as a full year in the Indian Lake system.

3. If ties occur in seniority regarding years of service, the member with the earliest date of Board action (Board minutes) to be employed will be made by the order in which the names appear in the official minutes (first listed, most seniority).

4. Part-time staff who are fully contracted by the Board and teach more than half-time shall have their seniority counted as full, for each continuous year of service. Staff fully contracted, but teaching half-time or less shall have their seniority counted as one (1) year for each two (2) continuous years of service.

5. Staff who are contracted by the Board and who are teaching under a state or federal special program shall be included in the seniority list and have full service counted.

6. Staff who are contracted by the Board but who do not teach in the Indian Lake Local Schools shall be excluded from any part or consideration in seniority or the RIF program.

7. Administrators and supervisors shall not be involved in any staff seniority list, but will not necessarily be excluded from any RIF program.

8. Another criteria for displacement of a staff member shall be the contractual status of the employee. Certified/licensed staff with a continuing contract shall have preference over limited contracts. However, that preference shall not prevent a continuing contract holder from being suspended if the continuing contract holder has received an overall evaluation rating of "ineffective." The order of displacement, in descending order, most senior to least senior, is as follows:

    a) Continuing contracts with most continuous system seniority

    b) Limited contracts of multiple years and continuous system service, down to single-year contracts and continuous system service

    c) Staff with continuing contracts shall have seniority calculated from the first year beginning continuous service to the system, not from the time the continuing contract was awarded.

9. When a staff member is moved into another position through displacement, the certified/licensed staff member will have only the hours and position vacated.

c. Certified/Licensed staff members whose contracts are suspended shall be placed on a recall list stating years of continuous service to the district and their areas of certification/licensure.

    1. A certified/licensed staff member on the recall list shall be offered a contract, for a position for which he/she is certificated/licensed (or can become certificated/licensed), as set forth on said recall list, as positions become available and in keeping with the seniority provisions the RIF program (inverse order--last discharged, first employed). Notification will be made by phone or certified mail. It is the responsibility of the involved teacher to advise the Board of the address where he/she can be reached.

    2. A certified/licensed staff member who is offered a contract under the provisions of the policy must respond within five (5) days of the receipt of said offer. If a certified/licensed staff member does not accept a contract or fails to respond or decides not to accept the offer in the time

stated, the certified/licensed staff member will be presumed to be not interested. If the offer of a contract is refused, the certified/licensed staff member will retain his/her seniority position and will be offered the next available opening for which he/she is properly certificated.

3. If a position initially abolished is reinstated, or if a new position is established, this position will be offered first to the certified/licensed staff member who is properly certificated/licensed, and whose name appears on the recall list. Transfers may be made by the Superintendent to a position affected by the RIF program before the position is offered to any properly certificated/licensed staff member on said recall list.

4. No certified/licensed staff member new to the district will be employed until properly certificated/licensed teachers on the recall list have been offered a contract for the position, in accordance with the provisions of this policy.

5. Upon re-employment, all rights related to salary, fringe benefits, sick leave accumulation, and seniority shall be fully restored.

6. Certified/licensed staff members not employed as a result of the RIF program will be given preferential consideration as substitute teachers.

7. Certified/licensed staff members whose contracts have been suspended shall have the right to reinstatement as full-time staff and to pay the total premium for group life, hospitalization, and other group benefits, for a period not to exceed two (2) years, as follows:

    a) The certified/licensed staff member may not be employed elsewhere in any kind of employment.

    b) Said premium must be paid to the Treasurer of the Board one (1) month prior to the effective date of the coverage.

8. Certified/licensed staff members on the recall list may take further training and become certificated/licensed in additional subject areas. Becoming additionally certificated/licensed will not change the teacher's position on the recall seniority list, not qualify him/her to displace an active staff member. Staff members may remain on the recall list for a period of four (4) years. However, if a staff member had an evaluation rating of “ineffective,” he/she shall not be eligible for recall.

9. Administrative and supervisory personnel are excluded from the provisions of this Article, although not necessarily exempt from RIF program needs, as determined by the Board.

10. Certified/licensed staff members on the recall list may retire during the time of the RIF program and be eligible for the severance pay benefit upon completion of retirement forms and their approval.

ARTICLE 23--VACANCIES AND TRANSFERS

23.00 VACANCIES:

a. Members should be informed of vacancies within the system before the administrator seeks teachers elsewhere. Those interested should file applications through normal channels within five (5) days of announcement. Such members should be as carefully screened for a position as any other applicants. The Superintendent will notify interested members of the Board's decision promptly following such decision.

b. A vacancy shall result from a non-renewal, a transfer to another position, a leave of absence, except where it is provided that a certified/licensed staff member has the right to return to the same position, a resignation, a termination, or the creating of a new position.

c. The vacancy notice shall be posted immediately, and shall be posted for a period of five (5) work days, and shall contain the following information: statement: "Seniority will be the final determining factor used in filling the vacancy, with everything being equal". The Board agrees to post job vacancies on the internal mass e-mail.

d. Bargaining unit vacancies which occur after July 10 do not need to be posted per the usual procedure; however, the Superintendent is obligated to try to inform interested teachers of any vacancies which occur after July 10.

e. Teaching positions in the summer school and night schools will be filled first by qualified applicants regularly employed in the school system.

f. Intent forms will be checked in the summer for opening requests.

g. The administrator has the final authority to assign a member to all teaching duties including academic and co-curricular; however, notice of any change must be made before July 31, unless consent of the member is obtained.

23.01 TRANSFERS:

a. Members who have completed training and obtained certification in other areas shall be acceptable applicants for such positions.

b. A member may request a transfer in writing to the Superintendent prior to April 15th of any year, and shall state the reason for the request. Members shall have an opportunity to revise their intent form at any time.

ARTICLE 24--CLASSROOM TEACHING CONDITIONS

24.00 The schools' goal is that class size shall be approximately twenty-five (25) students.

24.01 When developing inclusion guidelines each building administrator shall include those members involved in the planning process.

24.02 If the inclusion plan involves changes in classroom working conditions, then those conditions shall be discussed prior to the implementation of any plan.

ARTICLE 25--RESIGNATION OF CONTRACT

25.00 No member shall be permitted to resign a contract after July 10, or during the school year prior to the end of the session, without the consent of the Board. A member shall be permitted to resign his/her contract at any other time by submitting written notice to the Board.

ARTICLE 26--RESIDENT EDUCATOR PROGRAM

26.00 If at any time, the County Office is unable to continue to operate the resident educator program, negotiations will be reopened on this issue only, so long as the resident educator program is still a state requirement.

ARTICLE 27--MASTER TEACHER COMMITTEE

27.00 A master teacher committee shall be established for the purpose of designating teachers in the district as a master teacher.

The master teacher committee shall be comprised of a majority of practicing teachers of the district. In future years, as Master Teachers are identified, teacher members of the committee will be comprised of Master Teachers. The committee shall be comprised of five (5) members as follows: three (3) teachers appointed by the Association and two (2) administrators holding Ohio Administrator Licenses.

The master teacher committee shall determine the time, location and number of committee meetings and shall establish its Plan of Operations by a majority plus one vote. The Plan of Operations shall include the appropriate designation of a master teacher, including but not limited to the application and review processes, the dissemination of general information to local association members, and the appeal procedure. The master teacher committee shall operate in accordance with law, ODE's rules, and ODE's Master Teacher Processes and Procedures.

The committee shall determine the length of the term of office for the local Association members serving on the master teacher committee. Terms of office for the master teacher committee shall be staggered to the greatest extent possible. The committee shall determine the process for removing a teacher member from office. In the event of an in-term vacancy or removal, the teacher member shall be replaced by the Association.

The master teacher committee members shall receive thirty dollars ($30.00) per application reviewed and scored. The master teacher committee's actions,

appeals procedure, and decisions shall not be subject to the grievance/arbitration procedure outlined in this Agreement.

If Master Teacher provisions of law are repealed or if ODE no longer recognizes a Master Teacher designation, then this Article shall automatically expire with the effective date of the change.

ARTICLE 28--ATTENDANCE AT SCHOOL EVENTS

28.00 All members are required to attend a minimum of two (2) school sponsored events each school year.

ARTICLE 29--PASSES

29.00 Members may use their ID badge for free admission with one additional person to all school events that are non-royalty payment events.

ARTICLE 30--TUITION FREE SCHOOL

30.00 Dependents (children, step-children, and any other qualified dependents) of members will be permitted to attend Indian Lake Schools tuition free pursuant to the district's open enrollment policies. If the district no longer has open enrollment, then the Board will adopt a policy, if still allowed by law, to permit dependents of members to attend Indian Lake Schools tuition free.

ARTICLE 31--CONTINUING EDUCATION UNITS

31.00 Where legally possible, continuing education units will be granted for members, who meet all qualifications, for in-service presentations provided by the Board of Education.

ARTICLE 32--NON-DISCRIMINATION

32.00 The parties hereto agree that neither the Board nor the Association shall discriminate, restrain, or coerce a member covered hereunder because of his/her membership or non-membership in the Association or his/her non-violent activities.

32.01 Additionally, the Board, the Association, and each employee will cooperate fully with all applicable laws forbidding discrimination on account of race, color, creed, national origin, disability, age, religion, military status, sex (sexual orientation and transgender identity), marital status, or political affiliation.

ARTICLE 33--ASSURANCES

33.00 The Board and the Association, for themselves and their respective members, employees, or representatives, agree there shall be no reprisals, in any manner, taken against any person because of that person's participation in the grievance procedure, or any other use of this Agreement.

ARTICLE 34--PROVISIONS CONTRARY TO LAW

34.00 If any provision of this contract shall be found to be contrary to law in a court of competent jurisdiction, then such provision shall be deemed invalid except in the extent permitted by law. All other provisions of the contract shall continue in full force and effect.

34.01 The parties agree that should any section of this contract be declared invalid or unenforceable, representatives of the Board and the Association shall meet to develop new language relating directly to the section declared invalid or unenforceable.

ARTICLE 35--PERSONNEL RECORDS - FOR PUBLIC TO VIEW

35.00 Each teacher, upon request, shall have the right to review the contents of his/her own personnel file maintained by the school system. The review will be made in the presence of the administrator responsible for the privacy of the file. Privileged information such as confidential credentials, letters of reference from universities, individuals, or previous employers are specifically exempted from such review. The administrator shall remove such credentials and confidential report from the file prior to review of the file by a teacher.

35.01 All communication, including evaluations by administrators, commendations and validated complaints directed toward a teacher which are included in the personnel files shall be made available to a teacher upon request. The final summative rating page is to be signed by both the principal and the teacher, and should report the date and substance of the communication.

35.02 A member is to be notified ahead of time and has right to be present during the public review of his/her personnel record.

35.03 The only official personnel file for each member shall be maintained in the office of the Board of Education. The contents of such files shall be limited to items relating to work performance, discipline, and routine financial and personnel data.

35.04 After July 1, 2001, any material placed in the file shall be signed and dated by the person directing its placement in the file. The member shall receive a copy of the material prior to such placement and shall be requested to sign the document that is to be placed in the file. If the member refuses to sign, such fact shall be noted.

35.05 A member shall be entitled to make a copy without charge of material in his/her personnel file, except for material supplied prior to employment.

35.06 A member may request to review his/her personnel file and may request a meeting with the Superintendent to discuss removal of materials from his/her personnel file. The member and Superintendent may mutually agree to remove materials from the file. Absent agreement, the member has all rights pursuant to Chapter 1347 of the Ohio Revised Code.

ARTICLE 36--FAIR SHARE FEE

The parties acknowledge that current law does not allow for the deduction of a fair share fee. In the event the law would change and allow for the deduction of a fair share fee, the following language will be utilized. The parties agree to meet to determine how the fair share fee will be implemented if it is reinstituted.

36.00 Payroll Deduction of Fair Share Fee: The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Indian Lake Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-ILEA member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

36.01 Notification of the Amount of Fair Share Fee: Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

36.02 Schedule of Fair Share Fee Deductions:

a. All Fair Share Fee Payers: Payroll deductions of such fair share fees shall begin January 15. Except that no fair share fee deductions shall be made for bargaining unit members employed until after sixty (60) days, which period shall be the required probationary period of newly employed bargaining unit members.

b. Upon Termination of ILEA Membership During the Membership Year: The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former ILEA member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deductions.

ARTICLE 37--GUIDELINES FOR HANDLING COMPLAINTS AGAINST EMPLOYEES

37.00 The Administrator shall advise the complainant how to solve the complaint at level one:

a. Child talk to staff member

b. Parent talk to staff member OR

c. Administrator talk to staff member

In the event of the anonymous complaint against a staff member, the building administrator will try to identify the complainant(s) and to encourage him/her to attend a meeting with the affected teacher. If a parent refuses or fails to follow the above guidelines, then the principal shall schedule a meeting between the parent and staff member and the principal shall act as facilitator/mediator during such meeting.

37.01 Level 2: If the matter is not resolved at level 1, the staff member may request and the administrator shall schedule a conference with pertinent parties and the administrator present, if the administrator was not present in level 1.

37.02 Level 3: If the matter is not resolved at level 2, the staff member may request and the Superintendent shall schedule a conference and shall invite pertinent parties to discuss the complaint.

37.03 If the matter is not resolved at level 3, the staff member may request to meet with the Board of Education, and the Board shall invite pertinent parties to present at a Board meeting regarding the complaint. The staff member shall indicate in his/her request to the Board the names of the parties he/she believes should be invited to the Board meeting.

37.04 All complaints should be addressed as quickly as possible for the good of everyone involved.

37.05 Federal law supersedes this Article of the Master Agreement.

ARTICLE 38--ATTENDANCE INCENTIVE

1. If a staff member achieves perfect attendance excluding professional leave, military leave, assault leave, workers compensation injury or jury duty, the member will receive an additional payment of $400 per grading period.

2. Absence due to FMLA is included in the total hours absent.

3. Pay will be issued the second pay after the given grading period. The member must provide documentation of leave (jury duty summons, etc.) to payroll upon receipt in order for the payment to be processed in a timely fashion.

4. The Attendance Incentive will be in effect for a trial period and will automatically expire on June 30, 2027.

ARTICLE 39--WAIVER AND DURATION

39.00 The parties acknowledge that during the development of this contract, each has the opportunity to make demands and proposals with respect to any subject. This agreement supersedes and cancels all prior agreements and expresses the entire understanding of the parties.

39.01 This contract shall become effective immediately upon adoption by the Board with all provisions of the contract effective July 1, 2024 and extending through June 30, 2027.

For the Indian Lake Education Association		For the Indian Lake Board of Education	
	6/24/24 Date		7-15-24 Date
	6/24/24 Date		7-15-24 Date
	6/24/24 Date		7/16/24 Date
	6/24/24 Date		7/17/24 Date
	6/26/24 Date		7/19/24 Date
	Date		Date
	Date		Date
	Date		Date
	Date		Date