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Contract

Between

Lake Local
Education Association

And

Lake Local
Board of Education
(Certificated)

July 1, 2024
through and including
June 30, 2027

Comprehensive Collaborative Agreement
(July 1, 2024 - June 30, 2027)

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Comprehensive Collaborative Agreement 68-73

ARTICLE 1 - RECOGNITION, PROCEDURE AND ASSOCIATION RIGHTS

A. The Lake Local Board of Education, hereinafter "Employer" or "District" hereby recognizes the Lake Local Education Association/OEA/NEA-Local hereinafter the "Association" as the sole and exclusive representative for all certificated personnel employed by the District. Excluded from the unit are casual substitutes, the Athletic Director, the Music Director, any individual assigned solely to a private school, and those management, confidential and supervisory employees excluded under 4117 O.R.C.

The Board may not subcontract bargaining unit positions unless negotiations on the effects of the decisions have been bargained with the LLEA.

B. Scope of Bargaining: All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the parties.

C. Management Rights

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the school district organizational structure.

2. Direct, supervise, evaluate and hire employees;

3. Maintain and improve the efficiency and effectiveness of Board operations;

4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;

5. Suspend, terminate, layoff, transfer, assign, schedule, promote, or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the school district, including the establishment of curriculum, special programs, athletic recreational, and social events for students;

8. Effectively manage the work force, including the determination of building schedules, hours of operations, and the duties, responsibilities and assignments of staff members;

9. Take action to carry out the mission of the school district.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Contract and Ohio statutes, and then only to the extent such specific express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and the laws of the United States.

The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right. Failure to fill any vacancy shall not be considered a change in terms and conditions of employment.

D. Association Rights

The Association shall be granted the following sole and exclusive organizational rights:

1. The use of faculty lounge bulletin boards, computers and inter-school communication boxes for communication to Association members and the use of school facilities in the same manner as other groups that request use of the facilities.

2. The Association shall receive State Foundation information, copy of annual budget and appropriate measures and receive a copy of Board meeting agendas. Other public information will be made available upon request in advance as per Board adopted cost of reproduction.

3. A duly authorized representative of the Association may speak at board meetings and representative(s) will be permitted to transact official Association business on school property provided the representative abides by the rules and regulations governing entry on school property and the transaction of official Association business does not interfere with or interrupt the ongoing instructional program.

4. The District treasurer shall maintain a years of service list of all members of the bargaining unit. A copy of this list shall be provided to the Association President no later than October 1st of each year. However, this list does not apply to any issues regarding a Reduction In Force. The definition of "seniority" for purposes of a RIF is defined in Article 22.

5. Association Leave

   The Association shall be granted twelve (12) days with pay to be allocated by the Association to individual members in both certified and non-certified bargaining units, to conduct Association business.

   The LLEA President shall notify the Superintendent in advance.

6. The Association President shall be informed, prior to the start of school, of the names and assignments of all newly hired employees.

   Such notification will be done five (5) working days after board action during the school year.

E. Negotiations Procedures

1. A written request for the initiation of negotiations will be transmitted by the Association to the Superintendent by March 1 of the year in which the contract expires.

2. Each team shall be comprised of not more than six (6) members and either team shall have the right to caucus at any time during negotiations.

3. After receipt of the written request, the Superintendent or Superintendent's designee, and the President of the Association will meet to agree upon a date for negotiations which date shall be on or before the first day of April following the request for negotiations.

4. At the initial negotiations meeting, the parties will exchange proposals. No new items will be introduced after this time. All proposals shall be in contract language indicating that to which agreement is sought.

5. As negotiated items are agreed upon, they shall be reduced to writing and initials and dated by the chief negotiator of each party. Such initialing shall be construed as tentative agreement on the item, with the understanding that there is not final agreement on any item until there is final agreement on all items.

6. When both teams have reached agreement on the total package, the Association team will recommend and encourage ratification of the agreement by the bargaining unit. If the agreement is ratified, the Board team will recommend and encourage ratification by the Board at its next regular or special meeting which shall be within twenty (20) calendar days after ratification by the Association.

7. Meetings between the negotiating teams will be held at mutually agreeable times and places.

F. Dispute Resolution

1. If agreement is not reached within fifty (50) calendar days after the initial meeting, either party may request that the matter be submitted to a federal mediator from the Federal Mediation and Conciliation Service, to mediate the differences between the parties. Mediation shall continue for not longer than twenty (20) calendar days. Mediation may be extended by mutual agreement of the parties.

2. The State Employment Relations Board shall have no authority to impose any other alternate dispute resolution procedure on the parties unless jointly agreed to by LLEA and the Board. If SERB attempts to assert jurisdiction, the parties shall jointly oppose such effort in common pleas court.

3. If this procedure does not result in an agreement, the Association has the right to strike provided it has given the ten (10) day notice required under 4117.14 (D) (2).

ARTICLE 2 - ADDITIONAL PERIOD ASSIGNMENT

A diligent effort will be made to secure substitutes when teachers are absent. If a substitute cannot be obtained, then the teacher who takes the class will be paid thirty dollars ($30.00) per forty-seven (47) minutes.

ARTICLE 3 - BOARD POLICY

A current copy of the Board Policy Manual shall be kept online at www.lakelocal.org. The manual will be kept up to date.

ARTICLE 4 - CERTIFICATES AND TRANSCRIPTS

A. Copies of all current certificates/licenses shall be on file with the Superintendent, and it is the teacher's responsibility to advise the Superintendent of any change in his/her certification.

B. Transcripts for new teachers must be on file before teachers can be paid. Any teacher receiving additional training and/or earning credit that would place him/her on another salary bracket must present satisfactory evidence of the completion of such additional training to the Superintendent by the 30th day of September in order to receive an increase in pay for the current year. The pay increase shall begin no later than the first pay in November. For the second semester, satisfactory evidence of the completion of such additional training must be given to the Superintendent by January 31st. The pay increase for the second semester shall begin no later than the first pay in March.

In order for a teacher to be eligible for a continuing contract, the teacher must notify the Superintendent's Office of his/her eligibility by October 1 and the appropriate certificate/license must be on file by March 1 of the year in which the board must act. The Superintendent may waive the requirements of this paragraph.

C. Satisfactory evidence shall mean an official transcript bearing the seal of the college or university or an official letter bearing (a) title of course, (b) exact number of semester or quarter hours earned, (c) signature of authorized college representative, (d) official seal of college and/or university. In addition to the official letter, the teacher must present evidence that the official transcript has been requested. An official letter is only temporary evidence and shall not be satisfactory after November 30 after which pay will be withheld until the official transcript is received.

ARTICLE 5 - COMPLAINTS

A. Any complaint, including the use of teaching materials, deemed by any administrator to justify investigation and/or subsequent action of any nature shall be brought to the attention of the staff member involved. The person(s) shall be identified and the teacher shall be afforded the opportunity to answer or rebut such complaint. Complaints of this nature may be recorded for the record. Any other complaints will not be made part of the record and will be discarded.

B. The complaint will be conveyed to the staff member within three (3) working days.

ARTICLE 6 - CONSOLIDATION

The parties of this Contract agree that the effects of any consolidation, merger, transfer, or creation of a new district involving all or part of the current Lake Local School District shall be a mandatory subject of bargaining between the Association and the Board or its successor.

ARTICLE 7 - DRUG FREE WORKPLACE

A. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

B. The conviction, guilty, or no contest plea of an employee for possession and/or use and/or unlawfully manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

ARTICLE 8 - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a complaint involving the violation, misinterpretation or misapplication of the negotiated agreement.

2. All days shall mean calendar days excluding Sundays and legal holidays unless a change is mutually agreed to. The number of days indicated at each level shall be considered a maximum and shall be adhered to in expediting the procedure.

3. The term "teacher" when used in this document shall refer to an individual or group of individuals who are members of the bargaining unit represented by the Association.

4. A grievant is the person or group having the grievance.

5. All grievances shall be filed at the "first possible level". The first possible level is that level at which the administrator has the authority to grant the grievance.

B. Rights of the Grievant and the Association

1. The grievant may be represented by the Association or its affiliates or by counsel. When a grievant is not represented by the Association, the Association shall have the right to be present and to state its views.

2. The President of the Association shall receive prior notice of each meeting held to resolve a grievance. Decisions rendered at each formal level will be made in writing on the forms hereto attached setting forth the decisions and the reasons therefore, and will be transmitted to the grievant and the President of the Association.

3. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment; nor shall the grievant, the Association or its officers or employees of the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

4. Before a grievance is taken to arbitration, the Association has the option to withdraw its support and the grievance stops.

5. Individuals are encouraged to discuss alleged contract violations informally with their immediate supervisor as a means of possibly resolving the grievance.

C. Procedure

1. Level One - Within thirty (30) days of the time the grievant becomes aware or should have become aware of the alleged grievance, the grievant will present the grievance to the Superintendent. It shall be in writing on the form provided.

    a) The "Statement of Grievance" shall name the grievant involved, if a group, all persons in the group, if known, shall state the facts giving rise to the grievance, cite the specific contract sections violated, give the date of the alleged grievance, and shall indicate the specific relief requested.

b) No later than five (5) days after receiving the Statement of Grievance, the Superintendent or designee shall investigate the grievance and institute a hearing at a time, place and date acceptable to all parties involved within the five (5) day period.

c) The Superintendent or designee shall give the grievant and all parties involved an answer in writing on the forms provided no later than five (5) days after such meeting.

2. Level Two

If the grievant is not satisfied with the disposition at Level One, the grievant may with the permission of the Association and within (10) days of the receipt of the written decision at Level One request that the grievance be referred to a disinterested third party for arbitration. Such request shall be in writing on the forms provided. No later than ten (10) days after such notice is given, representatives of the Board and of the Association shall meet to select the third party. If unable to agree, a letter shall be sent within ten (10) days to the American Arbitration Association requesting a list of arbitrators. Selection shall then be made by rank ordering from a panel of nine (9) names prepared and submitted by the AAA in accordance with its rules and regulations. The person so selected shall hold the necessary hearings promptly and issue his findings and recommendations in writing. The Arbitrator shall not have the authority to add to, delete from, or go beyond the terms of this agreement. The decision of the arbitrator shall be final and binding. The cost for the services of the arbitrator shall be borne equally by the Board and the Lake Local Education Association.

D. Miscellaneous

1. Any grievance not advanced from one level to the next within the time limits of that level shall be deemed withdrawn.

2. A grievance may be withdrawn at any step without prejudice.

3. Issues relating to the timeliness of the filing or the advancement of a grievance shall be presented exclusively to the arbitrator.

GRIEVANCE PROCEDURE FORM

GRIEVANT: _____

_____

ADDRESS: _____

_____

PHONE: _____

DATE GRIEVANT BECAME AWARE OF
ALLEGED GRIEVANCE: _____

PERSON OR PERSONS TO WHOM GRIEVANCE
IS DIRECTED: _____

_____

INITIATED ON LEVEL: _____

STATEMENT OF GRIEVANCE:

_____

_____

_____

_____

REMEDY SOUGHT: _____

_____

_____

_____

GRIEVANCE DECISIONS

Level I, II Decisions:

Signature: _____
(Administrative Rep.)

Date: _____

ARTICLE 9 – HIRING / REHIRING OF RETIREES

The Board may, in its sole discretion, choose to hire / rehire individuals who have retired with any public retirement system. If such individuals are hired / rehired, the following terms and conditions shall govern:

1. The individual shall be issued one year limited contracts which shall automatically expire and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.

2. Neither 3319.11 ORC, 3319.111, nor provisions of the collective bargaining agreement regarding non-renewal shall apply.

3. The individual will be placed at least on a salary step and column as if a new hire under Ohio law.

4. The following Articles/ORC shall not apply:

Article 22	Reduction in Force and/or 3319.17 ORC
Article 25	Severance Pay
Article 26	Standards for Teacher Evaluation
Article 28	Teacher Contracts
Article 29	Transfer
Article 34	Vacancies

5. No more than 15% of the teaching staff may be rehired retirees.

ARTICLE 10 - INSURANCES

An individual must be employed at least thirty (30) hours per week in order to participate in the group health insurance programs. Anyone enrolled as of June 30, 2016, with less than thirty (30) hours, will be allowed to continue to participate.

Employees may not be paid in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

Medical

A. The Board will pay 82% of the premium and the employee will pay 18% for full-time employees.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/ programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $70,000 for each certificated employee working at least 50% or more of the teaching day.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

Section 125 – Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

Premium Holidays

If the employer receives a premium holiday(s) the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

Spousal Coverage

Any new participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

Family Policies

If both parties are employed by the district, there may be only one family policy. Anyone who, as of June 30, 2016, has two family policies will be permitted to continue them.

ARTICLE 11 - LEAVES

A. Assault Leave

1. An employee who is physically disabled to the extent that his/her job responsibilities may not be performed as a result of a physical attack by a student or other person, and which occurs as a result of the employee's performance of his/her duties, shall be paid for days lost during the period of such disabilities up to a maximum of one hundred (100) school days. Any earnings paid to an employee under authorized assault leave shall be in lieu of lost time benefits paid under Workers' Compensation. Days used for assault leave will be granted with full pay and benefits and will not be charged against sick leave or personal leave.

    a) "Physical Attack" - The intentional and unlawful touching of the employee of the Board of Education so as to cause actual physical disability of actual physical injury due to a threat with a deadly weapon. "Physical attack" does not include the intentional or negligent infliction of emotional harm to an employee of the Board of Education.

b) "Physically Disabled" - The substantial and material impairment of the employee's ability to perform any substantial part of his/her ordinary duties. "Physically Disabled" does not include mental impairment of the employee's ability to perform his/her ordinary duties.

2. A teacher claiming assault leave must furnish a signed written statement setting forth the circumstances upon which the incident occurred within forty-eight (48) hours, or as soon thereafter as the employee's physical condition permits.

3. The teacher must provide a statement from his/her physician that the teacher is, in fact, unable to report for work. In all cases, the Board of Education shall retain the right to have a second medical opinion, and the cost of the second medical opinion will be assumed by the Board of Education.

4. The employee shall take all steps necessary to file criminal charges against the alleged assailant. Failure to do this waives the employee's right to assault leave.

   All time necessary to pursue criminal charges shall be with full pay and benefits and not charged to assault leave or any other leave.

B. Child Care

1. Child care leave is an unpaid leave of absence requested by an employee for the express purpose of caring for a minor dependent son or daughter for one or more of the following reasons:

   a) Recent birth, adoption or initial placement of a foster child of an infant (under five years of age) necessitating full-time parental care away from the place of employment.

   b) Onset or continuation of a condition which is life-threatening to a minor dependent son or daughter of the staff member.

c) Development of a chronic but non-fatal condition in the minor dependent child of the staff member which temporarily necessitates treatment or care of that child in another area of the country which is a great distance from the place of employment of the staff member.

Section b) and c) above will require verification by a licensed physician.

2. Child care leave shall be granted upon request of the staff member for any of the above reasons for a period of time not to exceed the remaining days of the present semester.

C. Extended Child Care

1. If additional child care leave is deemed necessary by the staff member, the staff member may request in writing to the local Superintendent, and shall receive from the Board of Education extended child care leave for a period not to exceed two (2) semesters. The request for at least the first of the two (2) semesters of extended child care leave must be made at the same time as the request for child care leave.

2. The staff member may request one (1) semester or two (2) semesters of extended child care leave.

   a) In the event the one (1) semester of extended child care leave requested is for the first semester of a school year, the staff member must apply in writing for the second of the two (2) semesters of extended child care leave at least forty-five (45) calendar days prior to the commencement of the second semester.

   b) In the event the one (1) semester of extended child care leave requested is for the second (2nd) semester of a school year, the staff member must apply in writing by July 10th for the additional semester of extended child care leave.

3. Once the extended child care leave has been approved by the Board, the leave may not be terminated except as follows:

a) If for medical reasons the circumstances change so that the reason given for requesting the leave is no longer applicable, the teacher has the right to terminate the extended child care leave upon thirty (30) days written notice to the Board.

b) If for financial reasons the teacher deems it necessary to terminate the extended child care leave, the teacher may do so on thirty (30) days written notice to the Board and such leave shall be terminated if the same position or a similar position for which the teacher holds a valid unexpired certification is available.

c) Such other reasons as the Board may determine.

4. Upon return from child care leave, the staff member may be reinstated to a position for which certification is held.

5. Upon returning from extended child care leave, the staff member shall be reinstated to a position for which certification is held.

6. Employee on child care leave or extended child care leave where the group insurance policy permits, a staff member may continue to participate in those benefits which were provided to other teachers by personal payment of the group rate for such benefits in such a manner as required by the Treasurer.

7. To be eligible for child care or extended child care leave, the teacher must have been employed in a certificated position by the Board of Education for one hundred eighty-six (186) school days.

D. Family Medical Leave

1. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA and the approval of any such leave under this Article will serve as district notification of FMLA act enforcement with both leaves commencing simultaneously.

2. Upon approval of the Superintendent and the Association President, this Section may be modified as necessary to comply with federal law and rules and regulations.

3. The Board shall provide a copy of the policy on FMLA in the library of each building.

E. Personal Leave

1. Each member of the bargaining unit shall be entitled to three (3) days unrestricted personal leave each school year.

2. It is agreed that personal leave days shall not be used for seeking or engaging in gainful employment, nor travel associated with this activity.

3. No later than forty-eight (48) hours prior to taking personal leave, the member shall announce his/her intent through the electronic form provided for personal leave. In the event of an emergency, the forty-eight (48) hour requirement shall be waived. Notice of intended absence shall be given to the appropriate administrator as early as possible.

4. No personal leave shall be granted during the first or last week of a school semester or the day before or after a holiday (except that leave may be taken for graduation, wedding or bar mitzvah of the immediate family as defined under sick leave), on parent-teacher conference days, convocation day, required inservice education days or the day before or after Winter and Spring break. No more than four (4) staff from Lake Primary, no more than seven (7) from Lake Elementary, and no more than eight (8) from Lake Middle/High School can be out of a given building on the same day. However, the Superintendent may waive any of the restrictions of this Article.

5. Any falsification or misuse of the personal leave request or personal leave shall result in an unpaid suspension for thirty (30) work days. A second falsification or misuse shall constitute good and just cause for the termination of employment.

6. The Superintendent may grant additional days other than those provided herein. Such days shall not be deducted from the members contractual number of days accumulated.

7. If an employee does not use any personal leave during a school year (July 1 - June 30) the employee shall receive a lump sum payment of five hundred dollars ($500.00). If an employee has unused personal leave of two (2) days, the employee shall receive a lump sum payment of two hundred fifty dollars ($250.00). If an employee has unused personal leave of one (1) day, the employee shall receive a lump sum payment of one hundred twenty-five dollars ($125.00).

F. Sick Leave

1. Sick leave shall be granted to all full-time school personnel on the basis of one and one-fourth days per month of employment. Teachers shall be entitled to accumulate fifteen (15) days sick leave per year. Part-time employees shall be granted a prorated amount of sick leave proportioned to the amount of time employed each day. Unused sick leave is accumulative to a maximum of three hundred forty (340) days.

2. A teacher who transfers from one public agency to another shall be credited with the unused balance of their accumulative sick leave up to a maximum permitted in the public agency to which the employee transfers. Only sick leave earned in Ohio in state, municipal, county or school can be accumulated.

3. Employees may use sick leave for absence due to illness, injuries, exposure to contagious disease, pregnancy and illness or death in the employee's immediate family. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted (O.R.C. 3319.141). Immediate family shall be defined as son, daughter, stepson, stepdaughter, husband, wife, mother, father, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, mother-in-law, father-in-law, legal guardian, or other blood relatives residing in the same household with the employee. The

Superintendent may grant sick leave for individuals not listed under the definition of "immediate family".

4. Up to three (3) days of sick leave shall be granted for attending the funeral of any other deceased if approved by the local Superintendent in advance.

5. Sick leave use over ten (10) days may, at the discretion of the Superintendent, require documentation.

G. Unpaid Leave - The Superintendent may grant unpaid leaves other than those specified in this Article. However, all unpaid leave (unless for health reasons) may be granted only under the condition that the employee sign an individual waiver agreeing not to seek retirement system contributions from the Board for such leave period.

ARTICLE 12 - LENGTH OF SCHOOL DAY

A. The defined school (work) day for members of the bargaining unit shall not exceed seven (7) hours and thirty (30) minutes except for meet-the-teacher night, or orientation and parent conferences. Meet the Teacher or Orientation events each shall not last any longer than ninety (90) minutes. Faculty meetings and in-service shall be limited to no more than a total of three (3) per month for no longer than forty-five (45) minutes or one (1) per month for no longer than ninety (90) minutes from the start of the meeting except in emergencies.

B. In the event of an emergency a teacher may leave up to thirty (30) minutes early with permission of the building principal.

C. On a case by case basis, in an equitable manner, the Superintendent may give teachers flexibility on parent-teacher conference scheduling.

D. Any school counselor that is teaching a class/classes shall be provided planning time in the amount of fifteen (15) minutes per day.

ARTICLE 13 - LENGTH OF SCHOOL YEAR

A. The length of the teacher work year shall be one hundred eighty-six (186) days. In the event the number of workdays in the school year is increased from one hundred eighty-six (186) days, the rate of pay shall be adjusted on a per-day basis (1/186) of basic contract salary excluding supplemental pay. This is not to preclude the Board's prerogative to make such change.

Two (2) days shall be used as teacher work days without students. The two (2) days, at the discretion of the Superintendent may be one (1) full day and two (2) half days or two (2) full days.

B. If an employee is on a paid leave on a day declared to be a calamity day, the employee shall be treated as any other employee who had not submitted a leave request.

C. If students are not required to report to school due to inclement weather or other reasons, bargaining unit members shall not be required to report to work.

D. Staff may work up to five (5) of the approved events listed below over the school year, or those events approved by the Superintendent. The events include, but are not limited to: LMHS Fall and Winter dances, LMHS Prom, LMHS opening of school activities, LE/LP Reading Under the Lights, LE STEAM night, LP Literacy Night, LP Father-Daughter dance, LE/LP opening of school activities. The rate of pay shall be one hundred ($100) dollars per event.

E. The Association shall have input into formulating the school calendar.

F. The Superintendent may, at the request of the Labor-Management Committee, adjust the school calendar by grade level for teacher work days.

G. Prior to a recommendation being made to the Board, the school calendar shall be discussed with the Labor-Management Committee.

H. Bargaining unit members may be required to attend up to twenty (20) hours of in-service meetings per year, in addition to the current one hundred eighty-six (186) day contract year, under the following conditions:

1. The dates for the in-service meetings shall be agreed upon by Labor-Management Committee.

2. The rate of pay shall be thirty dollars ($30) per hour. New employees may be required to attend up to eighty (80) hours of in-service under the provisions of this paragraph.

ARTICLE 14 - LPDC

A. A Local Professional Development Committee ("LPDC") shall be established for the purpose of determining whether the coursework taken by any teacher meets the requirements of State Board of Education standards for license renewal/certificates.

B. The terms of office for members serving on the Committee shall be three (3) years.

In any vote/decision/appeal affecting a license, certification or professional development plan of an Administrator, only two of the five teacher members of the LPDC may vote/decide.

C. Committee Composition and Selection:

1. There shall be one Committee comprised of nine (9) members as follows:

Six (6) Classroom Teachers: one of which shall be chairperson

Three (3) Administrators

2. The six (6) teacher members shall be selected by the building which they represent. The administrators shall be appointed by the Superintendent.

3. If any vacancies occur in any of the positions selected by the building they represent, that building shall be responsible for selecting teachers to fill the vacancies.

4. The Chairperson shall be determined by a majority vote of the Committee members.

5. Chairperson only votes if there is a tie.

D. A quorum shall consist of a majority of the members of the Committee and shall be required to take action. Decisions shall be made by a majority vote of the Committee members present.

The LPDC shall meet as it deems necessary to complete its work. Minutes of meetings and records of actions and proceedings of the LPDC shall be prepared and maintained.

E. Members of the LPDC shall be required to attend training on the purpose, responsibilities, functioning and legal requirements of LPDC's.

F. Teachers serving on the LPDC shall be paid a stipend which is defined in the supplemental schedule of this document.

G. Each LPDC member may be released without penalty during the regular school day to attend regularly scheduled meetings. Such release time shall be arranged by the Superintendent.

H. Reciprocity

The Lake Local School District's LPDC may accept outside district-approved IPDP's for any educator hired by the Lake Local Board of Education from another district.

I. Appeals Process

The LPDC shall develop an appeals process. All teachers shall receive a written copy of the process.

J. The LPDC shall not have any authority to revise, change, delete, or modify any article or section of the Negotiated Agreement. Nor shall any action of the LPDC bind the Lake Local School District in any manner except as modified by this Article.

K. The parties agree to negotiate mid-term on the issues of Local Professional Development Committees (LPDC) that are not covered by law.

ARTICLE 15 – RESIDENT EDUCATOR

A. Definitions

For the purpose of this agreement, the pertinent terms shall be defined as follows:

1. "Mentor" - A member of the bargaining unit providing professional support to an individual in the first year of employment as a classroom teacher.

2. "Resident Educator" - A member of the bargaining unit in the first two (2) years of employment as a classroom teacher.

B. Program Development

A committee comprised of three (3) teachers and three (3) administrators mutually agreed upon by the Superintendent and the President of the LLEA shall meet to develop the Resident Educator Program. The committee shall recommend a Resident Educator Program that is consistent with the Collective Bargaining Agreement to the Superintendent for Board adoption.

Teacher committee members will be provided release time for committee work completed during the normal school day and/or payment for extended time.

C. Selection Process and Criteria for Mentor Teachers

Nominations will be made by the Principal. To be considered, applicants must meet selection criteria.

Criteria for Selection:

1. The nominee must have teaching experience in the district with a preference for a minimum of five years.

2. Demonstration of above average teaching performance.

3. The nominee must hold a valid teaching certificate and be teaching in the same area of certification as the Resident Educator teacher and in the same building. If such a nominee is not available or not acceptable, this criteria will be waived.

4. Demonstrated ability to work cooperatively and effectively with the professional staff members.

5. Extensive knowledge of a variety of classroom management and instructional techniques.

6. Ability to maintain confidentiality.

Selection:

The Curriculum Director will select the mentor(s) after reviewing his/her selection with the Principal.

D. Responsibilities

The Mentor Teacher, in concert with the Resident Educator, shall develop a plan of professional support for the Resident Educator teacher according to the Resident Educator Program. Such plan shall focus on skill enhancement.

Each Resident Educator shall be given an initial orientation on the following matters by the mentor and building principal:

1. The pupils and community to be served;

2. School policies, procedures and routines, and copies of the Collective Bargaining Agreement between the Association and the Board of Education;

3. Courses of study, competency-based education programs, and responsibilities for lesson plans;

4. The layout and facilities of the assigned school building or buildings; and

5. The nature of the Resident Educator Program which will be provided.

E. Mentor Training

Mentors shall be provided with the following:

1. An orientation to mentoring responsibilities;

2. Training in knowledge and skills necessary to perform mentoring responsibilities; and

3. Opportunities to consult with and otherwise assist the assigned Resident Educator person or persons.

F. Restrictions

1. A program of professional support mutually developed by the mentor teacher and Resident Educator teacher shall not be developed or utilized as part of the Resident Educator's evaluation.

2. No mentor teacher shall participate in any informal or formal evaluation of a Resident Educator teacher or be requested or directed to make any recommendation regarding the continued employment of a Resident Educator teacher or in any way provide evidence against any bargaining unit member.

3. Mentor teachers shall perform their duties in a confidential and professional manner.

4. All evaluations of the Resident Educator and mentor shall be made by the appropriate administrator as per the negotiated contract with the LLEA.

G. Compensation

The mentor teacher shall be compensated in the following manner:

1. The mentor teacher shall be provided release time (exclusive of planning time) from teaching responsibilities to perform mentor duties

H. Miscellaneous

The Board may fulfill its legal requirement for a mentor program outside this agreement provided no members of the bargaining unit are used as mentors.

I. New Teacher Bonus

This provision will terminate after those hired for the 24/25 school year receive payment in accordance with this provision. The Board shall pay a one-time lump sum of $500 to a new teacher who is re-employed after two years. Such bonus shall be paid in the first pay in October of the third year of employment.

ARTICLE 16 - PAYROLL DEDUCTIONS

The Board shall provide at no cost to members of the instructional staff payroll deductions as stated in the subsections of this Agreement.

A. Professional Dues - Payroll deductions for professional dues will be made upon certification to the Treasurer prior to October 15th. Payroll deduction will then commence with the first pay in November and continue to be deducted from each pay through the second pay in the month of June for each year. The Treasurer of the Board of Education shall remit to the Association Treasurer those dues collected for that pay period as soon as possible and the Board of Education shall have no further responsibility or obligation in this matter.

B. Annuities - Annuities programs will be authorized by the Board when the necessary conditions of the annuities fund have been met.

Such deductions shall continue from month to month, year to year, until employment terminates or the said teacher gives written notice to the Treasurer of the Board requesting such payments to be discontinued. Changes can be made at any time.

The Board shall make payroll deductions for tax-sheltered annuities in accordance with O.R.C. sections 9.90 and 9.91 if so authorized by the employee in writing. If annuity deductions are authorized the employee shall have the sole responsibility for ensuring that the amounts deducted do not exceed the limits imposed by the Internal Revenue Code.

In order to have payroll deductions of annuities, the bargaining unit member must execute a release which holds the Board harmless for any and all errors arising out of such annuity deductions which are made in accordance with instructions given by the member.

C. Credit Union - The Board shall provide payroll deductions for teachers requesting deposits or loan payments to the Stark County Federal School Employees' Credit Union. Teachers may sign up or change the deposits or payments at any time. The specified amount shall be forwarded to the Credit Union immediately after each pay from which it is deducted

D. Insurance - Payroll deductions will be made for any share of insurance or hospitalization the employee must pay.

E. City and/or School District Income Tax - City and/or School District Income Tax will be made at a rate set by the employee's municipality and/or school district and divided equally over twenty-six pays beginning 1-1-79. Responsibility for initiating this procedure lies with the employee.

F. Any change in salary status must be forwarded to the Treasurer in writing within the period of seven (7) days of change.

G. STRS Deduction for Purchase of Service Credit:

Any member of the bargaining unit who desires payroll deduction for the purchasing of credit for STRS may do so with pre-tax dollars in accordance with rules and regulations established by STRS.

H. The Fund for Children in Public Education to be deducted on a calendar year basis over 24 bi-weekly pays with a minimum bi-weekly deduction of $1.00 in additional increments of $1.00. Deductions will be effective in January 2009 and must be renewed annually thereafter. All deduction will be coordinated by the LLEA Treasurer and may be terminated at any time by the LLEA Treasurer based on written notification by the employee.

I. Employees must have paychecks deposited directly into the financial institution(s) of their choice by electronic transfer, on or before the date of payday.

Each employee will be provided a paycheck stub or its equivalent.

ARTICLE 17 - PAYROLL PERIODS

A. The contract amount is divided in twenty-six (26) equal bi-weekly payments. First pay period at the beginning of each school year will not be until the end of the second week after the beginning of school. When paydays occur during a holiday, payroll checks will be distributed on the last working day prior to such holiday provided the last working day is within two (2) days of payday.

B. During the term of this Contract, the Board may delay the last pay in June until July 1. If implemented, the procedure and any modifications shall be agreed upon by the Association President and Superintendent.

C. If a member of the bargaining unit leaves the employee of the board through non-renewal, resignation or retirement, health benefits for July and August shall be prorated based on a percentage derived from the number of days worked versus one hundred eighty-six (186) days.

ARTICLE 18 - PLAYGROUND DUTY

A. No teacher shall be required to perform playground duty except in an emergency. Emergency does not include absence of aides which requires a substitute.

B. The scheduling of recess shall be subject to the decision and/or approval of the Administration.

ARTICLE 19 - PRINTING OF CONTRACT

Within thirty (30) days after this contract is signed, three hundred (300) pocket-size copies of this contract shall be reproduced with the costs to be shared equally by the parties. The Board shall distribute copies to the Board members and school administrators, and the LLEA shall distribute one copy to each teacher.

ARTICLE 20 - PROFESSIONAL MEETINGS

A. Upon approval by the Superintendent and within the appropriations, attendance at professional meetings which would cover the teacher's teaching field and/or contribute to the

educational program will be granted without loss of pay and the teacher will be reimbursed for the expenses involved. Expenses cover mileage based on the current IRS rate, meals ($50 maximum per day), room (one-half the double occupancy rate when possible), and registration fee for the meeting, upon presentation of vouchers.

B. Attendance will be limited to two (2) such meetings per school year for any one teacher. Total absence for all professional meetings shall not exceed more than two (2) school days. Any fractional part of a school day shall be considered a full day.

C. It will be expected of the teacher to submit electronically to the Superintendent a summary of the professional meeting. The teacher may also be expected to make an oral report to faculty of the building in which he/she is assigned or review with the specific subject matter department assigned the data gathered from such meeting.

D. Requests for attendance at professional meetings, along with the objective of the meeting must be submitted electronically to the Superintendent no later than ten (10) working days before the regular monthly Board meeting. It will be the discretion of the Superintendent as to the number of staff members permitted to attend any one meeting.

E. Meetings required of certain staff members at Stark County Office will, upon submission of mileage, be reimbursed at the current IRS rate. Mileage logs are to be submitted by the first working day of the next month.

F. The Superintendent will, when viewed as of value to the school system, send selected staff members to meetings of importance. The allowances and time restrictions previously listed in Article 20 will not restrict the allowances set forth in this section.

ARTICLE 21 - PROFESSIONAL TEACHING STAFF RIGHTS

In the event there is possible existence of an explosive device, certified staff will only be used on a volunteer basis for duties connected with the search of buildings and grounds.

ARTICLE 22 - REDUCTION IN FORCE

A. The Board may institute a reduction in force (RIF) for decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, or by reason of suspension of school or territorial changes affecting the district, financial reasons, staff reorganization, or curriculum changes. The RIF will be applied to the entire position held by an individual at the time of the RIF, although the Board may thereafter recall any individual to part of the position previously held (that is, less than full-time) or to part of some other vacant position for which the individual is certified. However, any individual recalled to a part-time position shall remain on the recall list for a full-time position.

The Superintendent is authorized to make the staff adjustments in the areas in which he/she deems best for the programs of the Lake Local School District using the layoff procedures contained in this Article.

First, the Board shall accomplish any necessary reduction in staff through attrition.

The Superintendent will not use the RIF in a punitive manner.

B. The definition of "decrease in enrollment" contained in O.R.C. 3319.17 and references in this Article shall be defined as follows:

1. For the 2023-2024 school year, the decline in enrollment will be the difference between the enrollment in 2023-2024 and that during the 2018-2019 school:

2018-2019 Five Years Ago	3424
2019-2020 Enrollment Increase	3428
2020-2021 Enrollment Increase	3435
2021-2022 Enrollment Decline	3385
2022-2023 Enrollment Increase	3411
2023-2024 Enrollment Decline	3311

3424 - 3311 = 113 decrease

2. The number of individuals exposed to RIF will be the number of decrease divided by 25 which equals 4.52 for the 2024-2025 year.

Examples:

3.
0	(decrease of 81 ÷ 25 = 3 in
+3	24-25 over 23-24)
3	New RIF exposure for 2024-2025

4.
3	(decrease of 132 ÷ 25 = 5 in
+5	25-26 over 24-25)
8	New RIF exposure for 2025-2026

5.
8	(increase of 52 ÷ 25 = 2 in
-2	26-27 over 25-26)
6	New RIF exposure for 2026-2027

6. The six (6) will be decreased by the number of any reductions in force that actually occur each year.

C. The Superintendent shall announce when a RIF is necessary; certification on file in the central office on the date the RIF is announced shall be the basis for suspending contracts as stated below:

Seniority, if used, shall be defined as length of continuous service, including approved leaves of absence, if any, which shall not break seniority, nor shall they count toward seniority, from the date of employment in Lake Local Schools. Should a tie occur in determining seniority, the tie shall be broken by the date of official Board action taken with respect to employment and then by the actual days worked including professional leave days.

D. It is the bargaining unit member's responsibility to see that all of his/her certificates are in his/her personnel file in the central office.

E. The Board shall proceed to suspend contracts in accordance with the recommendation of the superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. (ORC 3319.17)

Evaluations shall be deemed as comparable within each category of: 1. Accomplished and Skilled, 2. Developing teachers. Seniority shall never be used for Ineffective teachers.

When a RIF becomes necessary, displacement ("bumping") shall occur within each category of: 1. Accomplished and Skilled, 2. Developing teachers.

Reductions shall be made so that the individuals having the least seniority within each category will be the first to be suspended.

The number of persons affected by a reduction in force (RIF) will be kept to a minimum by not employing replacements, insofar as practicable, for teachers who retire or resign or whose limited contracts are not renewed.

F. An individual whose job is to be eliminated shall be notified by email.

G. The Superintendent or his/her designee shall provide the Association President with a "seniority list" at least thirty (30) days prior to the implementation of a reduction in force. This list shall be prepared in the following manner:

All individuals shall be listed by:

1. Contract status (i.e., limited or continuing)

2. Years of experience (seniority) in Lake Local

3. All areas of certification on file with the District

4. Whether the teacher is in the category of:
   1. Accomplished and Skilled, 2. Developing, 3. Ineffective

H. An individual, holding a continuing contract, whose name appears on the RIF list shall be offered reemployment when a position becomes available for which he or she is certified. Such individuals shall be recalled in descending order of seniority.

The teachers whose continuing contracts are suspended by the Board shall have the right of restoration to continuing service status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing service status by reason of having

declined recall to a position that is less than full-time or, if the teacher was not employed full-time prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district. (ORC 3319.17)

No new individuals shall be employed by the Board while there are continuing contract individuals on the RIF list who are certificated for any opening of a teaching position. Nothing herein shall prevent the Board from reassigning existing staff to the subject areas of individuals on the recall list. (ORC 3319.17)

I. Individuals being recalled shall be notified by email and shall have ten (10) calendar days from the date of receipt to respond affirmatively in writing. It shall be the individual's responsibility to ensure that the District has an accurate email address.

J. If the individual fails to respond in writing in the affirmative upon recall, he/she shall be removed from the recall list, and the Board of Education shall have no further obligations to him/her.

K. Individuals on the recall list may continue to participate in the insurance programs upon payment to the Treasurer of the monthly premiums thirty (30) days in advance of the Board's premium due date(s).

L. The Labor Management Committee will be involved in initial discussions and discussions as they progress relating to any "staff reorganization" or "curriculum changes".

ARTICLE 23 - RETIREMENT

Retirement Incentive

A one-time retirement bonus in the amount of $10,000 will be available to bargaining unit members who are first-time eligible to retire with STRS (any age and 34 yrs. or age 65 and 5 yrs.) when they retire directly from the district under STRS.

The teacher must provide an irrevocable notice of intent to retire under STRS. Such notice must be received by the Superintendent no later than April 1st prior to retirement. Payment shall be made the January following retirement.

However, if a member of the bargaining unit plans to be rehired by the district, the individual is not eligible for this one-time retirement bonus.

ARTICLE 24 - SALARY SCHEDULE

A. Salary:

Increase the Base Indexed: 2%/2%/2% on the attached index that has added new steps at 21, 25, 30

Movement shall also occur horizontally for additional education, as explained in Article 4.

One thousand dollars ($1,000) for a teacher who, as of September 1st of any year, holds either a Senior Professional License or Lead Professional License, which shall be paid no later than November 1st of each year.

School Psychologist: One hundred six percent (106%) of appropriate column and step

REGULAR SALARY SCHEDULE EFFECTIVE JULY 1, 2024 @ 2.0%

	1	2	3	4	5
			MA-MS	MA-MS	MA-MS
EXP	BA-BS	150+ SH	OR HIGH	+15	+30
0	42,178	44,708	47,661	49,348	
	1.000	1.060	1.130	1.170	
1	43,865	46,396	49,770	51,457	
	1.040	1.100	1.180	1.220	
2	45,552	48,083	51,879	53,566	
	1.080	1.140	1.230	1.270	
3	47,239	49,770	53,987	55,675	
	1.120	1.180	1.280	1.320	
4	49,348	52,090	56,096	57,783	
	1.170	1.235	1.330	1.370	
5	51,457	54,409	58,627	60,314	
	1.220	1.290	1.390	1.430	
6	53,566	56,729	61,158	62,845	
	1.270	1.345	1.450	1.490	
7	55,675	59,049	63,688	65,375	
	1.320	1.400	1.510	1.550	
8	57,783	61,369	66,219	67,906	
	1.370	1.455	1.570	1.610	
9	59,892	63,688	68,750	70,437	
	1.420	1.510	1.630	1.670	
10	62,001	66,008	71,280	72,967	
	1.470	1.565	1.690	1.730	
11	64,110	68,328	73,811	75,498	76,342
	1.520	1.620	1.750	1.790	1.810
12	66,219	70,648	76,342	78,029	78,872
	1.570	1.675	1.810	1.850	1.870
13	68,328	72,967	78,872	80,559	81,403
	1.620	1.730	1.870	1.910	1.930
15	70,437	75,076	80,559	82,247	83,090
	1.670	1.780	1.910	1.950	1.970
18	72,124	76,763	82,247	83,934	84,777
	1.710	1.820	1.950	1.990	2.010
21	72,967	77,607	83,090	85,199	86,043
	1.730	1.840	1.970	2.020	2.040
23	73,811	78,451	83,934	86,464	87,308
	1.750	1.860	1.990	2.050	2.070
25	74,655	79,294	84,777	87,308	88,151
	1.770	1.880	2.010	2.070	2.090
27	75,498	80,138	85,621	88,151	88,995
	1.790	1.900	2.030	2.090	2.110
29	76,763	81,403	86,886	89,417	90,260
	1.820	1.930	2.060	2.120	2.140
30	77,607	82,247	87,730	90,260	91,104
	1.840	1.950	2.080	2.140	2.160

REGULAR SALARY SCHEDULE EFFECTIVE JULY 1, 2025 @ 2.0%

EXP	1 BA-BS	2 150+ SH	3 MA-MS OR HIGH	4 MA-MS +15	5 MA-MS +30
0	43,021	45,603	48,614	50,335	
	1.000	1.060	1.130	1.170	
1	44,742	47,323	50,765	52,486	
	1.040	1.100	1.180	1.220	
2	46,463	49,044	52,916	54,637	
	1.080	1.140	1.230	1.270	
3	48,184	50,765	55,067	56,788	
	1.120	1.180	1.280	1.320	
4	50,335	53,131	57,218	58,939	
	1.170	1.235	1.330	1.370	
5	52,486	55,497	59,800	61,520	
	1.220	1.290	1.390	1.430	
6	54,637	57,864	62,381	64,102	
	1.270	1.345	1.450	1.490	
7	56,788	60,230	64,962	66,683	
	1.320	1.400	1.510	1.550	
8	58,939	62,596	67,543	69,264	
	1.370	1.455	1.570	1.610	
9	61,090	64,962	70,125	71,846	
	1.420	1.510	1.630	1.670	
10	63,241	67,328	72,706	74,427	
	1.470	1.565	1.690	1.730	
11	65,392	69,694	75,287	77,008	77,869
	1.520	1.620	1.750	1.790	1.810
12	67,543	72,061	77,869	79,589	80,450
	1.570	1.675	1.810	1.850	1.870
13	69,694	74,427	80,450	82,171	83,031
	1.620	1.730	1.870	1.910	1.930
15	71,846	76,578	82,171	83,892	84,752
	1.670	1.780	1.910	1.950	1.970
18	73,566	78,299	83,892	85,612	86,473
	1.710	1.820	1.950	1.990	2.010
21	74,427	79,159	84,752	86,903	87,763
	1.730	1.840	1.970	2.020	2.040
23	75,287	80,020	85,612	88,194	89,054
	1.750	1.860	1.990	2.050	2.070
25	76,148	80,880	86,473	89,054	89,914
	1.770	1.880	2.010	2.070	2.090
27	77,008	81,740	87,333	89,914	90,775
	1.790	1.900	2.030	2.090	2.110
29	78,299	83,031	88,624	91,205	92,066
	1.820	1.930	2.060	2.120	2.140
30	79,159	83,892	89,484	92,066	92,926
	1.840	1.950	2.080	2.140	2.160

REGULAR SALARY SCHEDULE EFFECTIVE JULY 1, 2026 @ 2.0%

	1	2	3	4	5
			MA-MS	MA-MS	MA-MS
EXP	BA-BS	150+ SH	OR HIGH	+15	+30
0	43,882	46,515	49,586	51,342	
	1.000	1.060	1.130	1.170	
1	45,637	48,270	51,780	53,536	
	1.040	1.100	1.180	1.220	
2	47,392	50,025	53,975	55,730	
	1.080	1.140	1.230	1.270	
3	49,148	51,780	56,169	57,924	
	1.120	1.180	1.280	1.320	
4	51,342	54,194	58,363	60,118	
	1.170	1.235	1.330	1.370	
5	53,536	56,607	60,996	62,751	
	1.220	1.290	1.390	1.430	
6	55,730	59,021	63,628	65,384	
	1.270	1.345	1.450	1.490	
7	57,924	61,434	66,261	68,017	
	1.320	1.400	1.510	1.550	
8	60,118	63,848	68,894	70,650	
	1.370	1.455	1.570	1.610	
9	62,312	66,261	71,527	73,282	
	1.420	1.510	1.630	1.670	
10	64,506	68,675	74,160	75,915	
	1.470	1.565	1.690	1.730	
11	66,700	71,088	76,793	78,548	79,426
	1.520	1.620	1.750	1.790	1.810
12	68,894	73,502	79,426	81,181	82,059
	1.570	1.675	1.810	1.850	1.870
13	71,088	75,915	82,059	83,814	84,692
	1.620	1.730	1.870	1.910	1.930
15	73,282	78,109	83,814	85,569	86,447
	1.670	1.780	1.910	1.950	1.970
18	75,038	79,865	85,569	87,325	88,202
	1.710	1.820	1.950	1.990	2.010
21	75,915	80,742	86,447	88,641	89,519
	1.730	1.840	1.970	2.020	2.040
23	76,793	81,620	87,325	89,958	90,835
	1.750	1.860	1.990	2.050	2.070
25	77,671	82,498	88,202	90,835	91,713
	1.770	1.880	2.010	2.070	2.090
27	78,548	83,375	89,080	91,713	92,590
	1.790	1.900	2.030	2.090	2.110
29	79,865	84,692	90,396	93,029	93,907
	1.820	1.930	2.060	2.120	2.140
30	80,742	85,569	91,274	93,907	94,785
	1.840	1.950	2.080	2.140	2.160

Tutors hired for non-tutoring positions: If a tutor is subsequently hired to fill a non-tutoring bargaining unit position, the individual will be given credit on the teachers' salary schedule for any years of experience that consists of at least one thousand (1,000) hours in any school year.

Tutors Salary: same percentage as teachers and normal movement on the index steps for the life of the Agreement (see Article 24, Section C).

B. Supplemental Salary

Category	Percent of BA-0
Department Heads – District	
Media Department Head K-12	7%
Physical Education Dept Head K-12	7%
Special Education K-6, 7-8, 9-12	7% each
Unified Arts Department Head K-6	7%
Department Heads – Middle/High School	
(One (1) each)	
English, 9-12	7%
Science/Health, 9-12	7%
Math/Computer, 9-12	7%
Social Studies, 9-12	7%
Business, 9-12	7%
Foreign Language, 9-12	7%
Music, 7-12	7%
Fine Arts, 7-12	7%
School Counselor, 7-12	7%
English, 7-8	7%
Science/Health, 7-8	7%
Math/Computer, 7-8	7%
Social Studies, 7-8	7%
Grade Level Leaders – Lake Elementary	
(Not to exceed two (2) per grade level)	
Grade 2	7%
Grade 3	7%
Grade 4	7%
Grade 5	7%

Grade 6	7%
Grade Level Leaders – Lake Primary	
(Not to exceed two (2) per grade level)	
Pre-K and Kindergarten	7%
Grade 1	7%
Student Activities – Middle/High School (Grades 9-12)	
Student Council Advisor	6%
National Honor Society Advisor	6%
Yearbook Advisor	8%
Spirit/Pep Club Advisor	6%
Academic Team Advisor	6%
Digital News (4 editions/yr)	4%
Orchestra Director	8%
Assistant Orchestra Director	6%
Choir Director	10%
Band Coordinator	10%
Senior Class Advisor	3%
Junior Class Advisor	3%
Sophomore Class Advisor	3%
Freshman Class Advisor	3%
Graduation Coordinator	3%
Model UN Advisor	8%
Auxiliary Line Advisor	5%
eSports Coach	3% per season
Alternative School Supervisor, 7-12	$22.50/hr
Head Speech & Debate Coach	10%
Assistant Speech & Debate Coach	7%
Teen Institute Advisor	3%
Musical Director	10%
Assistant Musical Director	5%
Musical Set Director	3%
Musical Orchestra Pit Director	4%
Foreign Language Club Advisor	1%
Chess Club Advisor	1%
Drama Director	6%
Drama Club	1%
Twirling Advisor	5%
Ski Club Advisor	3%
ROX Coach	4%
Student Activities – Middle/High School (Grades 7-8)	

Middle School Activities Advisor	8%
Yearbook Advisor	4%
Student Council Advisor	4%
Digital News Advisor	4%
Drama Coach	6%
Junior Service Advisor	6%
Power of the Pen Advisor	3%
Middle School Choir Director	3%
Math Tournament Advisor	2% per grade
Junior Academic Team Advisor	3%
Spelling Bee Coordinator – 7th & 8th	1%
Jazz Band Director	6%
Science & Engineering Club	3%
Robotics Club	8%
Genius Project Advisor	3%
Model UN Advisor	4%
ROX Coach	4%

Student Activities – Lake Elementary School	
Digital News Advisor	4%
Student Council Advisor	3%
Alternative School Supervisor	$22.50/hr
Math Tournament Advisor	2% per grade
Camp Coordinator	4%
Spelling Bee – 5th & 6th	1%
Lake Leaders	3%
Robotics Club	8%
Running Club	2%
ROX Coach	4%

District Activities	
Building Technology Support	
Grades K-1 (1)	4%
Grades 2-6 (1)	4%
Grades 7-12 (1)	4%
LPDC	3%
LPDC Chair (1)	6%
Mentor-Teacher (per mentee)	3.5%
Support Teacher (for teachers new to the district)	1.5%
Online Course Instructor (per student per semester)	$75

Athletics – Reorganized by multi-season and then by season

Assistant Athletic Director	13%
Ticket Manager	18%
Head Strength Coach (Including Summer)	24%
High School Cheerleading Coach	11%
Assistant High School Cheerleading Coach	8%
Middle School & Freshman (per season)	3%
High School Competition Cheer Coach	7%
Middle School Competition Cheer Coach	4%
Dance Team Coach	8%
Assistant Dance Team Coach	5%

Athletics – Fall Season

Assistant Strength Coach (60 days)	4%
Head Football Coach	25%
Assistant Varsity Football Coach	14%
Freshman Football Coach	10%
Grade 8 Football Coach	9%
Offensive Coordinator	3%
Defensive Coordinator	3%
Special Teams Coordinator	2%
Equipment Manager	7%
Head Boys Cross Country Coach	10%
Head Girls Cross Country Coach	10%
Assistant Varsity Cross Country Coach	6%
Middle School Cross Country Coach	6%
Head Boys Soccer Coach	14%
Assistant Boys Soccer Coach	10%

Head Girls Soccer Coach	14%
Assistant Girls Soccer Coach	10%
Head Volleyball Coach	14%
Assistant Varsity Volleyball Coach	10%
JV Volleyball Coach	9%
Freshman Volleyball Coach	7%
Middle School Volleyball Coach	6%
Head Girls Tennis Coach	10%
JV Girls Tennis Coach	8%
Head Boys Golf Coach	10%
JV Boys Golf Coach	8%
Head Girls Golf Coach	10%
JV Girls Golf Coach	8%

Athletics – Winter Season

Assistant Strength Coach (60 days)	4%
Head Boys Basketball Coach	24%
Assistant Varsity Boys Basketball Coach	14%
JV Boys Basketball Coach	12%
Freshman Boys Basketball Coach	10%
8th Grade Boys Basketball Coach	9%
7th Grade Boys Basketball Coach	9%
Head Girls Basketball Coach	24%
Assistant Varsity Girls Basketball Coach	14%
JV Girls Basketball Coach	12%
Freshman Girls Basketball Coach	10%
8th Grade Girls Basketball Coach	9%
7th Grade Girls Basketball Coach	9%
Head Wrestling Coach	24%
Assistant Varsity Wrestling Coach	14%
Middle School Wrestling Coach	9%
Mat Stat Advisor	5%
Head Boys Bowling Coach*	10%

Head Girls Bowling Coach*	10%
*Both Boys and Girls Bowling Coach	15%
JV Bowling Coach	8%
Head Gymnastics Coach	5%
Head Swim Coach	15%
Assistant Swim Coach	10%

Athletics – Spring Season

Assistant Strength Coach (60 days)	4%
Head Baseball Coach	14%
Assistant Varsity Baseball Coach	10%
JV Baseball Coach	9%
Freshman Baseball Coach	7%
Head Softball Coach	14%
Varsity Assistant Softball Coach	10%
JV Softball Coach	9%
Freshman Softball Coach	7%
Head Boys Track Coach**	14%
Head Girls Track Coach**	14%
**If combining Head Boys and Head Girls Track Coach	20%
Assistant Varsity Track Coach	10%
Middle School Head Track Coach	11%
Assistant Middle School Track Coach	8%
Head Boys Tennis Coach	10%
JV Boys Tennis Coach	8%
Head Boys Lacrosse Coach	10%
Assistant Boys Lacrosse Coach	8%
Head Girls Lacrosse Coach	10%
Assistant Girls Lacrosse Coach	8%

1. When staff volunteer to attend all-night camp, they shall be granted compensatory time off in an amount and at a time agreed to by the Superintendent and Association President.

2. College Credit Plus: Teacher with College Credit Plus classes shall receive a five-hundred-dollar ($500.00) stipend per course as compensation for his/her extra duties to fulfill the college requirements.

3. All teachers who are assigned to instrumental (extended time), orchestra and choral music (7-12) shall be required to perform those extra duty assignments which take place outside of the school day.

4. The Superintendent may create District Department K-12 positions with a four percent (4%) stipend on the supplemental salary schedule.

C. Tutors' Salary

Hourly:

Step	BA
0	1.00
1	1.02
2	1.04

Tutor pay shall be based on the Ratio of BA-O base.

Tutors shall be placed on this schedule based on all years of service as a tutor in the school district.

Tutors shall be paid for all time they report to work, regardless of whether students are present or absent.

ARTICLE 25 - SEVERANCE

A. For ten (10) or more years of service with the Lake Local Board of Education or with the State of Ohio or any of its political subdivisions or any combination thereof, the Board will grant severance pay to certified employees upon cessation of employment from Lake Local School District and official retirement from the profession in the amount of one (1) day for every four (4) sick leave days accumulated up to a maximum of seventy (70) days. Severance pay that the Board will pay to be calculated at a rate as per the contract salary per day the employee is drawing at the time of official retirement. No fractional time in the

accumulated sick leave (any part of four [4]) will be considered to make this calculation.

B. For certified employees who have twenty (20) or more years of service to the Lake Local Board of Education, the maximum number of day's severance pay to which they are entitled shall be eighty-five (85) days.

C. This is a one-time payment in accordance with Ohio Code. The staff member must receive official notification from the State Teacher's Retirement System and first check from STRS before the Treasurer will issue severance pay due. However, application for retirement and acceptance by STRS must be made within nine (9) months of official retirement from Lake Local in order for severance pay to be made by the Treasurer.

D. If an employee dies while still employed by the District but, at the time of death, was qualified under STRS guidelines for retirement, any severance pay due will be paid to the employee's estate.

ARTICLE 26 - STANDARDS FOR TEACHER EVALUATION

The Board will follow the provisions of the Ohio Revised Code regarding teacher evaluations.

The Board shall prepare and distribute to all staff a copy of the evaluation procedure and forms no later than the first week of school for teachers.

A separate evaluation system and form(s) will be developed by the Committee, who will make recommendations to the Superintendent, for those certified employees, such as school psychologists and other related service providers who do not spend fifty percent (50%) of their time employed providing student instruction. The evaluation system for school counselors shall follow the Ohio School Counselor Evaluation System (OSCES) framework.

A. The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional growth of teachers.

2. To give evidence of performance.

3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

B. Open Appraisal

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Within thirty (30) days of the start of school, all personnel shall be advised by the building principal as to the evaluative procedure and instruments to be used and posted electronically. At any point that changes are introduced to the procedure, all staff shall be informed within fifteen (15) days. Any changes, not required by law will be agreed upon by the Evaluation Committee prior to them becoming applicable.

C. Representation

If a teacher is to be disciplined or reprimanded by the Board or its agents, he or she shall be afforded the opportunity to have a representative of the Association present in any meeting with the Board or its agents.

D. No teacher shall be disciplined, reprimanded, suspended, terminated or non-renewed without just cause. However, the Board will not be bound by "just cause" for non-renewal until a teacher has been renewed at the end of the fifth (5th) year. If a member is employed after the end of the first (1st) semester, "just cause" shall not apply until the member has completed five (5) full (one hundred eighty-six [186] days each year) school years. No teacher shall be eligible for a continuing contract under Ohio law until he/she has been renewed at the end of the fifth (5th) year of employment as specified herein.

E. A determination of the efficiency and effectiveness of the teaching staff is a critical factor in the overall operations of the District. The Board evaluates teachers in accordance with State law and the standards-based statewide teacher evaluation framework, OTES 2.0 adopted by the State Board of Education.

F. The Board directs the Superintendent/designee to implement this policy in accordance with State law.

G. Notwithstanding Ohio Revised Code section 3319.09, this policy applies to any person employed under a teacher license issued under Ohio Revised Code chapter 3319, or under a professional or permanent teacher's certification issued under former section 3319.222, and who spends at least fifty percent (50%) of the time employed providing content-related student instruction. This teacher evaluation policy does not apply to substitute teachers.

H. A comparable evaluation tool shall be developed by the Evaluation Committee to be applied to school counselors, speech and language pathologists, and school psychologist(s).

I. Credentialed Evaluators

The evaluation cycle, observations and walkthroughs must be completed by an appropriately licensed and credentialed building administrator or the administrator directly responsible for supervising the cycle. For certified teachers working within specific specialized program areas such as special education or gifted education; the evaluation cycle, observations and walkthroughs may be completed by either a building administrator or the administrator directly responsible for supervising the cycle. The evaluator shall not be a bargaining unit member.

J. Effectiveness Rating

1. Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective.

2. Annually, the Board submits to the Ohio Department of Education, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

K. Teacher Performance Calculation

Each teacher will be evaluated according to Ohio Revised Code and the Ohio Teacher Evaluation Framework 2.0, which is aligned with the Ohio Standards for the Teaching Profession adopted

under state law. Using multiple factors set forth in the framework, the teacher's Final Holistic Rating will be based upon informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric.

L. Professional Growth and Improvement Plans

Annually, each teacher will be following either a Professional Growth Plan (PGP) or an Improvement Plan. These plans shall be developed at the start of each evaluation cycle.

1. The local board of education shall evaluate less frequently each teacher rated Accomplished on the teacher's most recent evaluation cycle once (1) every three (3) years, provided the teacher submits a self-directed Professional Growth Plan (PGP) to the evaluator, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation cycle and observations. Less frequent evaluations must include two (2) walkthroughs. Teachers with ratings of Accomplished may choose their credentialed evaluator for the evaluation cycle.

2. The local board of education shall evaluate less frequently each teacher rated Skilled on the teacher's most recent evaluation cycle once (1) every two (2) years, provided the teacher and evaluator jointly develop a Professional Growth Plan for the teacher, and the evaluator determines the teacher is making progress on that plan. The Professional Growth Plan shall focus on the most recent evaluation cycle and observations. Less frequent evaluation cycle must include two (2) walkthroughs. Teachers with ratings of Skilled may have input on the selection of their credentialed evaluator for the evaluation cycle.

3. A teacher with a Final Holistic Rating of Developing will develop a Professional Growth Plan that is guided by the assigned credentialed evaluator.

4. A teacher with a Final Holistic Rating of Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

M. Evaluation Timeline

1. Appropriately licensed and credentialed evaluators shall evaluate teachers annually. Annual evaluation cycles include two (2) formal observations at least thirty (30) minutes each and at least two (2) classroom walk-throughs. Teachers, who are on limited or extended limited contracts pursuant to State law and under consideration for nonrenewal, receive at least three (3) formal observations during the evaluation cycle.

2. All teacher evaluation cycles are completed by May 1. Teachers evaluated under this policy are provided with a written copy of their evaluation results by May 10.

3. Each formal observation shall be preceded by a pre-conference between the evaluator and the bargaining unit member to discuss the formal observation at least twenty-four (24) hours prior to the observation. A post-conference shall take place no later than seven (7) teacher working days after the formal observation, unless extenuating circumstances exist. Teachers shall be given a copy of any written or electronic report pertaining to his/her performance twenty-four (24) hours prior to the post-observation conference. The evaluator and the teacher will review the evidence collected and collaboratively review the draft of the observation form before the final summative rubric is completed and signed.

4. The administrator shall provide applicable resources. Failure to provide such resources as a part of the evaluation shall not be an offense subject to the grievance procedure. However, in an effort to ensure best practices, resources will be made available to bargaining members by either the evaluator or from other District personnel. If the teacher is absent during the seven (7) day window, the administration shall schedule the conference for a reasonable date following his/her return, and this shall be deemed to comply with the deadline for the occurrence of the post-observation conference.

A conference between the teacher and evaluator will occur after the Formal Holistic Observation to determine the identified area(s) of focus. The focus may be area(s) of strength, area(s) for improvement, or both.

5. No later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his/her evaluator.

6. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

N. Retention and Promotion

1. The Board uses evaluation cycle results for retention and promotion decisions. The Board adopts procedures for use by district administrators in making retention and promotion decisions based on evaluation needs. Promotion does not include the awarding of administrative positions.

2. Seniority shall not be the basis for making retention decisions, except when choosing between teachers who have comparable evaluations. Only teachers who are designated as 1. Accomplished and Skilled, 2. Developing shall be considered as comparable.

3. Staff members who will not be recommended by the Principal or Superintendent for a new contract will be notified at least twenty (20) days prior to the non-renewal action by the Board.

O. Poorly Performing Teachers

The Board uses evaluation cycle results for removing poorly performing teachers. A teacher who, after receiving a final holistic rating of Ineffective for a period of no less than two (2) out of the last three (3) evaluation cycles, and who completes a remediation plan during the ensuing year continues to receive a final holistic rating of Ineffective. (ORC 3319.58 & ORC 3319.16)

P. Professional Development

The Board allocates financial resources to support professional development in compliance with State law and the State Board of Education's evaluation framework 2.0.

Q. Disciplinary Actions

1. The Board shall attempt to utilize lesser disciplinary sanctions prior to suspension or termination, except in cases of serious misconduct or where health or safety is involved.

2. Letters of reprimand may be issued to staff members for lesser infractions which, in the judgment of the Superintendent, do not warrant a suspension without pay.

3. A member of the bargaining unit may be suspended from his or her duties without pay (but continuing other benefits) for a maximum of three (3) days per school year, upon a determination by the Superintendent that the conduct of the teacher is detrimental to the goals and objectives of the School District. No suspension shall be imposed until the teacher has had an opportunity to appear before the Superintendent to explain his or her actions. Such suspension(s) shall not be grieved under Article 8. The employee shall, upon request, be provided written reasons for the suspension(s). Nothing herein shall preclude the Board of Education from acting to non-renew or terminate any employment contract as permitted by the applicable laws and by this Agreement.

4. Nothing in this section shall deny any teacher on a continuing contract their rights and privileges under the Ohio Revised Code.

5. The Board of Education will not be bound by a non-renewal policy in case of personnel hired for a staff member on leave, on a permanent substitute status or supplemental duty contract.

6. Nothing in this Article shall deny a teacher any of the rights and/or remedies available under 3319.11 O.R.C. or 3319.111 O.R.C. regarding the Board's duty to give

notification to the teacher on or before the first day of June.

7. Nothing in this Article will change a teacher's status as a salaried employee under the Fair Labor Standards Act (FLSA).

8. No teacher shall be called in for disciplinary action of any kind during the holidays.

R. Any work assigned by the Superintendent to implement the OTES system that requires work beyond the normal work day shall be compensated at thirty dollars ($30) per hour.

S. 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.

T. Evaluation Committee

1. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of making recommendations on policy, procedure and process, including the evaluation instruments, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instruments, for the evaluation of teachers in the District. The Committee shall be comprised of four (4) Association members (one [1] of which must be the President) to be appointed by the Association president/designee and four (4) members appointed by the Superintendent/designee (one [1] of which must be the Superintendent).

2. Training

a) Training on the teacher evaluation cycle, procedure will be provided, to the teachers no later than September 15, or in the case of a new mid-year teacher, no later than thirty (30) days after the initial employment with the district, at Board expense, for all credentialed evaluators and all teachers prior to the implementation of the evaluation procedure.

b) Training on the teacher evaluation procedure will occur annually and shall include the tools, processes, methodology, and the use of evidence for High Quality Student Data within the performance rubric.

c) Any changes that administration may want and/or anticipate to occur in the evaluation instrument, the Evaluation Committee will meet during the summer, prior to the start of the school year, to make decisions regarding the implementation of the changes.

3. Criteria for Performance Assessment

a) A teacher's performance shall be assessed based on the standards for the teaching profession evidenced in the performance rubric of OTES 2.0.

b) No video recordings shall be utilized during teacher performance assessments.

4. Observations

a) Schedule of Observations

The observation schedule will adhere to the Lake Local Evaluation process timeline.

b) All teachers shall be evaluated based on the components of the Full Formal Evaluation Cycle unless they qualify for a Less-Frequent Cycle.

c) The formal evaluation cycle for teachers shall consist of: a professional growth/improvement plan, a pre-observation conference, a formal holistic observation of at least thirty (30) minutes, a post-conference, classroom walkthroughs, a formal focused observation of at least thirty (30) minutes, and a final summative conference.

d) The Less Frequent Evaluation Cycle consists of a professional growth plan, and two (2) walkthroughs.

5. Walkthroughs

a) Teachers who are fully evaluated will receive at least two (2) classroom walkthroughs.

b) Teachers who are less frequently evaluated will receive two (2) classroom walkthroughs.

c) These may be announced or unannounced.

d) Classroom walkthroughs are informal observations of no less than five (5) minutes and no more than fifteen (15) minutes with an emphasis on identified focus area(s) when applicable. The focus may be area(s) of strength, area(s) for improvement, or both.

e) The teacher shall be provided a copy of the walkthrough form within forty-eight (48) hours, including all scripted and anecdotal documents relative to the walkthrough.

f) No more than five (5) walkthroughs shall be included in each evaluation cycle.

6. Finalization of Evaluation

a) Each teacher will be evaluated according to Ohio Revised Code and the Ohio Teacher Evaluation Framework 2.0, which is aligned with the Ohio Standards for the Teaching Profession adopted under state law. Using multiple factors set forth in the framework, the teacher's Final Holistic Rating will be based upon informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric 2.0

1. The Board shall evaluate each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this article once (1) every two (2) school years. In that case, the biennial evaluation shall be completed by the first

(1st) day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth (10th) day of May of that school year.

b) Response to Evaluation

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.

7. Professional Development

A teacher rated Accomplished on the teacher's most recent evaluation submits a self-directed Professional Growth Plan to the evaluator. A teacher rated Skilled, on the teacher's most recent evaluation will work with the evaluator jointly to develop a Professional Growth Plan for the teacher. A teacher rated Developing on their most recent evaluation will develop a Professional Growth Plan that is guided by the assigned credentialed evaluator. A teacher rated Ineffective on their most recent evaluation will be placed on an Improvement Plan developed by the assigned credentialed evaluator.

8. Due Process

Teachers who disagree with the rating of performance and/or the summative, or overall, evaluation rating shall be allowed to request a different evaluator through the administration members of the Evaluation Committee.

9. Personnel Action Requirements

a) The evaluation procedure contained in this agreement shall not be used in any decision, excluding Ineffective teachers, concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and three evaluation cycles have been completed.

b) The evaluation procedure shall not be used for any decision concerning the assignment, re-assignment or transfer of any teacher.

Teachers Excluded from Evaluation

Teachers are subject to OTES 2.0 until such time as the teacher announces his/her intent to retire, which shall include a specific retirement effective date, and this notice is accepted by the Board. A teacher shall notify the Board no later than October 1 that he/she intends to retire during or at the conclusion of that year. Teachers could also be exempt if they are absent for fifty percent (50%) [as defined by the local Board of Education] or more of the year in which the Evaluation Cycle is to take place.

ARTICLE 27 - STRS SALARY REDUCTION PICK-UP

A. The Treasurer of the Lake Local Board of Education shall contribute to the State Teacher's Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.

B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions.

C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

D. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as the employee's gross income said employee's total annual salary less the amount of the "pick-up". The Board shall report for STRS and municipal income tax purpose as an employee's gross income said employee's total annual salary, including the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

E. STRS pick-up shall in no way affect unemployment compensation, workers' compensation, severance pay, daily rate of pay or any other calculation established on the current year base salary.

F. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

G. This provision shall be effective and the "pick-up" shall apply to all payroll payments starting at the beginning of the school year (July 1).

H. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

ARTICLE 28 - TEACHER CONTRACTS

A. Limited Contracts

Beginning teachers not previously employed as teachers will be employed for a period of one year each of the first (1st) five (5) years, provided their work is satisfactory. Upon completion of five years of teaching in this system, a teacher shall be offered at the discretion of the administration a two-year limited contract and then at the end of the two-year contract and at the discretion of the administration a two- (2-) year contract. A one- (1-) year limited contract may also be offered.

B. Continuing Contracts

Continuing contracts shall be issued according to the Ohio Revised Code and the terms of this collective bargaining agreement.

ARTICLE 29 - TRANSFERS

A. Voluntary

1. Those teachers requesting a change of teaching assignment either within their buildings or outside their buildings will file such requests on the Spring Survey Form requesting such an assignment.

2. Area of competency, certification, quality of teaching performance, and length of service in the district may be the determining factors in selection of teachers to be reassigned.

3. When vacancies meeting the specific request are available, the teacher requesting the change will be given first consideration, providing the teacher making the request is qualified for the position available.

4. Requests for transfer will be on file by May 1 of each year if consideration is to be given for the next school year.

5. "Qualified" means that certification requirements are met as well as any additional qualifications set by the Board of Education.

6. The provisions of this Article shall not apply to supplemental duty positions.

B. Involuntary

When transfers other than by request are necessary or appear to be necessary, a personal conference prior to written notification of transfer shall be held with the teacher by the Superintendent. In all cases, the local Superintendent will make final determination of transfer and reassignment of personnel.

ARTICLE 30- TRAVEL

Automobile mileage allowance paid to teachers shall be the current IRS rate. This covers personal use of automobile by teacher as authorized by the Board of Education or local Superintendent as part of contractual obligations.

All mileage logs are to be submitted to the Treasurer's Office by the first working day of the next month.

ARTICLE 31 - TUITION-FREE ATTENDANCE

A. Children of members of the bargaining unit who are contracted for at least thirty (30) hours per week, may attend the Lake Local Schools and the employee shall pay a family rate of five hundred dollars ($500) as long as the increase in students due to this clause does not necessitate the employment of additional staff.

B. Admission shall only be at the beginning of the school year unless approved by the Superintendent.

C. The provisions of this Article may not be used if the student desires to participate in post-secondary options on a college campus.

ARTICLE 32 - TUITION REIMBURSEMENT

The Board of Education will reimburse college or university tuition as an incentive for continuing the educational process in the amount of the cost for six (6) semester hours or nine (9) quarter hours of approved college credit per school year.

A. Teachers must have at least a Bachelor Degree and a Provisional Certificate to receive incentive pay for additional credit earned in any appropriate field, as determined by the administration and the Board of Education. College work is to be approved before proceeding with work.

B. Correspondent courses will not qualify for tuition reimbursement nor will any courses which are not reasonably related to the teacher's area of certification or pursuing an area of certification.

C. Any training in which the tuition is paid for by another entity will not be reimbursed. A stipend given for attendance is not considered as tuition.

D. A teacher must fulfill his/her contract the following year (those on leave of absences must return to duty at the end of the leave) or the Board of Education has the right to reclaim money paid for tuition.

E. To be eligible for tuition reimbursement, one must have rendered at least one hundred eighty-six (186) days of service on a contract with the Board of Education and not have been non-renewed for the succeeding school year.

F. The tuition reimbursement will be made during the succeeding school year by November 1st when an official transcript is submitted to the local Superintendent's Office.

G. Upon employee completion and passing of college course work, the Board of Education will approve employee reimbursement in accordance with the school hour limitation in an amount not to exceed the original school cost up to $100.00 per quarter hour and/or $120.00 per semester hour. The yearly maximum for all tuition reimbursements shall be $30,000.

H. The teacher must receive a "B" or better or a passing grade in a pass/fail grading system or satisfactory in a satisfactory/ unsatisfactory system to receive tuition reimbursement.

ARTICLE 33 - TUTORS

A. The following Articles of this Contract shall apply to tutors:

1 Recognition
3 Board Policy
4 Certificates & Transcripts
5 Complaints
7 Drug Free Workplace
8 Grievance Procedure
10 Insurances
11 Leaves
14 LPDC
16 Payroll Deductions
17 Payroll Periods

19 Printing of Contract
20 Professional Meetings
21 Professional Teacher Staff Rights
27 STRS Salary Reduction
31 Tuition-Free Attendance
32 Tuition Reimbursement
33 Tutors
35 Effects of the Contract

B. In addition, the following shall apply to tutors:

1. Non-renewal/Continuing Contract

Tutors shall be issued one year limited contracts on an as-needed basis. The evaluation/non-renewal provisions of 3319.11 O.R.C. and 3319.111 O.R.C. shall not apply to tutors except that they must be notified of the non-renewal on or before June 1.

Tutors shall not retain continuing contract status in the district unless it has been obtained by July 1, 1998.

The provisions of 3319.17 O.R.C. shall not apply to tutors.

2. Tutor Hired for a Non-Tutor Bargaining Unit Position

If a tutor is subsequently hired to fill a non-tutor bargaining unit position, the individual will be given credit on the teachers' salary schedule for any years of experience that consists of at least one thousand (1,000) hours in any school year.

3. Calamity Days

Tutors shall be paid for calamity days in the same manner as other members of the bargaining unit.

4. Tutors shall be paid for all time they report to work, regardless of whether students are present or absent.

ARTICLE 34 - VACANCIES

A. The Board agrees to notify the Association President of any certificated or extra-duty positions that open within the system.

During the school year, bargaining unit vacancies shall be posted by email.

B. Presently employed staff who have indicated an interest in a vacant or newly created position on the Spring Survey Form will be notified by the Board by email of any such openings. The staff member will have forty-eight (48) hours from the date of email to respond to the Superintendent's office.

C. The Board will advise candidates of the outcome following the selection of a candidate for a given position within five (5) weekdays.

D. Current staff shall be given first consideration when filling said vacancies. A vacancy exists after a death or after Board action on a resignation, retirement, non-renewal, termination, leave of absence for a complete school year or creation of a new position. The Board of Education is not required to fill any vacancy.

E. "First Consideration" shall be defined as follows:

When a current staff member meets the qualifications established by the Board for the position, the current staff member shall receive the position over an outside applicant.

F. The provisions of this Article shall not apply to supplemental duty positions.

G. The Superintendent may, with approval of the LLEA Executive Committee, waive "first consideration" in the filling of a vacancy in which the district needs the individual to also perform a particular supplemental contract.

ARTICLE 35 - EFFECTS OF THE CONTRACT

A. This Agreement is effective from July 1, 2024 at 12:00 a.m. through June 30, 2027, 11:59pm.

B. This contract constitutes the entire contract between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Contract shall be made during the life of this Contract except by mutual agreement, and neither party shall

have a duty to negotiate with respect to any matter contained herein during such period.

C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settled all demands and issues on all matters within the scope of bargaining. Neither party shall be required to negotiate with the other during the term of this Agreement with respect to any subject or matter irrespective of whether such subject matter was discussed by or within the contemplation of the parties during the course of negotiations leading to this Agreement.

However, the Labor-Management Committee shall first discuss any items which would otherwise be considered proper subjects for mid-term bargaining in the absence of this section.

D. If any part of this Contract is found to be in violation of federal or state law, in a manner not permitted by Chapter 4117, said part found to be in conflict will automatically be declared invalid and shall be inoperative. The remaining parts of the Agreement shall continue to be in effect.

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

F. Mandatory mid-term bargaining: The parties agree that Article 34 B and C shall not apply to any changes in terms and conditions of employment that may result from the DeRolph v. State of Ohio decision and/or its remedy.

Therefore, the parties agree to negotiate mid-term on any such changes and/or their effects.

FOR THE ASSOCIATION
(Certificated Staff)

Allison Stormer 5-24-24
Date

Brian DiLap 5-24-24
Date

Katie Schuyler Arthurs 5-24-24
Date

Cara M. Bacik 5-24-24
Date

Ramona Cochran 5-24-24
Date

FOR THE BOARD

5-24-24
President Date

5-24-24
Treasurer Date

5-24-24
Superintendent Date

COMPREHENSIVE COLLABORATIVE AGREEMENT RENEWAL

among the

Lake Local Board of Education / Lake Local Education Association
North Canton City Board of Education / North Canton Education Association
Plain Local Board of Education / Plain Local Teachers' Association
Jackson Local Board of Education/Jackson Memorial Education Association (April 1, 1994 - June 30, 1998)
Canton City Board of Education/Canton Professional Educators' Association (April 1, 1994 - June 30, 1998)

WHEREAS, the above named Boards of Education and Associations desire to participate in a Comprehensive Collaborative Program(s) to offer their students enhanced educational opportunities; and

WHEREAS, a Collective Bargaining Agreement exists between each of the Boards and the respective Associations, governing various terms and conditions of employment for the district employees; and

WHEREAS, the institution of these programs may change and/or affect certain of these terms and conditions of employment; and

WHEREAS, the parties desire to change certain terms and conditions of employment to facilitate the implementation of these programs; and

WHEREAS, this Agreement is being entered into by the parties in accordance with the provisions of their respective individual collective bargaining agreements, which permit the amendment and modification of those agreements;

NOW THEREFORE, the parties agree to the following:

1. An Oversight Committee shall be created. Each Association shall have, on the Oversight Committee, one (1) representative who participated in the negotiations that produced this Agreement. Each of the Superintendents shall also be members. If an individual is unable to serve, the respective Association or Board shall name the replacement. The OEA Labor Relations Consultant for the respective Association shall be a non-voting member of the Committee.

The Committee shall meet to discuss issues and review decisions regarding any programs that are established pursuant to this Agreement. The Committee shall have the authority to tentatively agree to midterm modifications in the collective bargaining agreements between each participating Association and Board of Education. Final in-term modifications of any collective bargaining agreement shall be subject to ratification by the individual on the Oversight Committee who represents the affected Association and Board.

The Committee also may agree to in-term modifications of this Agreement. Any such modifications must be the result of a majority vote of all of the Superintendents and a majority vote of all of the Association representatives on the Committee.

Any such modifications of collective bargaining agreements and/or of this Agreement, must be directly related to, and necessary to implement collaborative programs established pursuant to this Agreement.

2. A long-term non-certified instructor assigned to a Collaborative Program must begin working toward appropriate teacher certification.

   Long-term shall be defined as an instructor who is employed for thirty (30) hours or more per week for more than two (2) years.

3. The remaining provisions of the individual collective bargaining agreements shall remain in effect unless otherwise changed by the terms of this Agreement or by negotiations for a successor contract between that individual Association and its respective Board of Education.

4. No member of the bargaining unit of any of the Associations will be laid off for the 1993-94 school year, due to the institution of collaborative program(s).

5. In the event that it becomes necessary to reduce the number of positions in a participating district after the 1993-94 school year, due to the establishment or implementation of a Collaborative Program, the following reduction and recall procedures shall apply:

   a. If the establishment and implementation of a Collaborative Program may result in the reduction of a position in a

participating school district, the proposed reduction shall first be reviewed by the Oversight Committee.

b. A teacher assigned to a position that is proposed for elimination, as a result of the establishment or implementation of a collaborative program, shall first exercise any right of displacement (hereinafter referred to as "bumping") he may have in his employing school district (hereinafter referred to as the "home" district).

c. Such teacher shall first bump a non-collaborative program teacher pursuant to the terms of the home district's collective bargaining agreement. If the teacher cannot bump a non-collaborative program teacher, the teacher may bump a collaborative program individual employed by the teacher's home district if the teacher possesses qualifications that are equal to the collaborative program individual. The determination as to equality of qualifications shall be made by the Superintendents on the Oversight Committee after review with the entire Committee.

d. If a teacher assigned to a position proposed for elimination is not able to bump a teacher in his home district, the teacher shall be placed on a recall list in all his areas of certification in all the school districts that are participating in this Agreement. The teacher shall be placed on the recall lists in accordance with his seniority.

For purposes of this Agreement, seniority shall be defined as the teacher's length of continuous service from his initial date of hire with his home district. Approved leaves of absence granted a teacher shall not cause a break in continuous service for purposes of determining seniority under this Agreement. However, such leaves of absence shall not be counted toward continuous years of service for seniority purposes under this Agreement.

e. If a teacher is recalled by a participating district, other than his home district, he shall be given the same credit for years of service for salary schedule and seniority purposes as if he were recalled by his home district.

Such teacher shall be assigned to (employed by) the recalling district only until such time as his home district

has an opening for which the teacher is eligible. When such an opening occurs, the teacher will be assigned to (re-employed by) his home district with no break in seniority and with placement on the home district's salary schedule for all years of service in his home district, and all years of service, or fractions thereof, in the district to which he was originally recalled.

f. If the district recalling the teacher and the recalled teacher agree that the teacher should remain an employee of the recalling district, the teacher's home district shall be so advised and the teacher shall be considered an employee of the recalling district. Such teacher shall relinquish his employment rights in his home district. Other than for salary schedule purposes, the teacher's seniority in his home district shall not be carried to the recalling school district.

g. After all "bumping" has occurred under this section, the individuals that are to be reduced shall be accorded the same recall rights as identified herein.

h. The recall list under this Section shall be maintained for three (3) years and shall survive the expiration of this Agreement or any collective bargaining agreement between an Association and an employing board of education.

6. A procedure will be developed to solicit ideas and suggestions on potential collaborative programs from teachers in each of the districts. Once programs have been selected, appropriate staff will be involved in the development of the program(s). These procedures will be reviewed with the Oversight Committee.

7. Management retains the right to select staff for the Collaborative Programs under the following guidelines:

a. Prior to posting, management will determine qualifications for the position.

b. Vacancies shall be announced, in writing, to the districts' staff and held open for at least five (5) weekdays. The five (5) day waiting period may be waived by a majority vote of the Superintendents where, due to unusual

circumstances, a delay in filling a position might have a detrimental effect on the program.

c. All qualifications being equal, a currently employed certified member shall be assigned over a certified individual not currently employed by one of the districts or a non-certified employee.

d. Prior to staffing assignments, the Oversight Committee will meet and management will review proposed assignments and the rationale for such. The final decision on staff assignments and qualifications rests with management.

8. Certified individuals who are proposed for hire into a collaborative program, and who are not employees of a participating school district, shall be hired by, and become employees of, a participating district.

9. Evaluation of teachers in this program shall be done by an individual(s) employed by one of the districts who is a party to this Agreement. The evaluator must be qualified to evaluate under 3319.111 O.R.C. The evaluation procedure shall be reviewed and approved by the Oversight Committee.

10. Length of year, day and evaluation procedures may vary for teachers assigned to a Collaborative Program(s) from that contained in their home district's collective bargaining agreement. Such decisions may be reviewed by the Oversight Committee.

11. The expiration of the collective bargaining agreement of any party to this Agreement shall not affect the terms and duration of this Agreement.

12. The existence of this Agreement shall not act as a contract bar under 4117.18 (C) to any Association exercising their rights under 4117.14 (D) (2).

13. If an Association, who is a party to this Agreement, exercises its right under 4117.14(D)(2), members of that bargaining unit assigned to collaborative programs under this Agreement shall perform their assigned duties for that program(s).

14. Any alleged violation, misinterpretation, misapplication and/or dispute arising under this Agreement shall be resolved using binding expedited arbitration. The parties agree to permanent

arbitrator Robert Stein. The parties will not be under the auspices of the American Arbitration Association, but shall abide by their rules. The cost of the arbitrator shall be borne equally by the parties to this Agreement.

In the event Robert Stein is unable or unwilling to serve, the parties shall agree on a replacement. If unable to agree, the services of the American Arbitration Association shall be utilized.

The decision to arbitrate an issue shall be made by a majority vote of the Association Presidents, if the moving party is the Association(s) and by a majority vote of the Superintendents if the moving party is the Board(s).

15. New parties may be added to this Agreement upon approval of a three-fourths (3/4) vote of the voting members of the Oversight Committee.

The Superintendent of the new district shall be a member of the Oversight Committee. The Association representative from the new district shall be nominated by the Association subject to approval by majority vote of the Association representatives on the Oversight Committee.

The OEA Labor Relations Consultant for the new Association shall be a non-voting member of the Committee.

16. The duration of this Agreement shall be from July 1, 2024 through and including June 30, 2027. The terms of paragraph 5. h. shall be in effect as long as individuals remain on the recall list for the three (3) year period.