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MASTER CONTRACT AGREEMENT

between the

LAKOTA EDUCATION ASSOCIATION (LEA)

and the

LAKOTA BOARD OF EDUCATION

of the

LAKOTA LOCAL SCHOOL DISTRICT
BUTLER COUNTY, OHIO

Effective: July 1, 2026, through June 30, 2028

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ARTICLE I – RECOGNITION

1.01 Exclusive Bargaining Agent

The Lakota Board of Education, hereinafter referred to as the "Board," recognizes the Lakota Education Association OEA/NEA, hereinafter referred to as the "Association," as the exclusive and sole bargaining agent for the bargaining unit as defined herein.

1.02 Board Management Rights

The Association recognizes the Board as the duly elected body charged with the establishment of policy on public education in the Lakota Local School District and as the employer of all personnel of the school system under state law. The Association further recognizes that the Board has the sole responsibility for the management and control of all the public schools of whatever name or character in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district will be governed as provided by sections 3313.47, and 4117.08 A or C of the Ohio Revised Code, and except as may be limited by this agreement. The Board retains the following enumerated rights:

A. To 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 Lakota Local School District, standards of services, the Board's overall budget, utilization of technology, and organizational structure

B. To direct, supervise, evaluate or hire employees

C. To maintain and improve the efficiency and effectiveness of the Lakota Local School District

D. To determine the overall methods, process, means, or personnel by which the operations of the Lakota Local School District are to be conducted

E. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees

F. To determine the adequacy of the work force

G. To determine the overall mission of the Lakota Local School District

H. To effectively manage the work force

I. To take actions to carry out the mission of the Lakota Local School District

1.03 Bargaining Rights

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions for the employment, subcontracting of bargaining unit work, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

1.04 Non-Discrimination

The Board will not intentionally discriminate against or between employees covered by this agreement because of race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual orientation, physical characteristics or disability, or place of residence.

ARTICLE II – DEFINITIONS

2.01 **Bargaining Unit**

The bargaining unit shall be defined as all certified/licensed employees including those who are assigned to auxiliary schools within the District who are under contract with the Board on a full-time or part-time basis, including any substitute employee who has been employed in the same teaching position for at least sixty (60) continuous days. The following shall be excluded from the bargaining unit:

Substitute employees employed in the same position for less than sixty (60) continuous days, certified assistants (braillists and sign language interpreters), supervisory employees including but not limited to the superintendent, assistant superintendent, principals, assistant principals, directors and all others who have the authority to employ, evaluate, transfer, assign, discipline, or discharge employees of this bargaining unit or have the responsibility to make recommendations therein and non-contracted individuals who are paid on a timesheet basis who are assigned to the auxiliary schools.

2.02 **Days**

Regular employee workdays as defined on the district calendar during the regular school year. During the summer months, week days excluding federal holidays will be considered "days".

2.03 **Good Faith**

The willingness to consider, propose, and make counter proposals in an effort to reach a mutually-agreeable position on matters which are negotiable. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. The unwillingness of one or other party to change its position shall not constitute bad faith.

2.04 **Continuous Employment**

Continuous employment shall include all time on Board approved leaves of absence, and all time that an employee's contract has been suspended pursuant to Reduction in Force Language (RIF) of this contract.

2.05 **Seniority**

Seniority shall commence with the first contracted day of work, not inclusive of any extended service and/or supplemental days, and shall be defined as the length of continuous employment with the Board as an LEA bargaining unit employee. Seniority for long term substitutes shall be defined as continuous employment consisting of one hundred twenty (120) days or more in the same position ending with the last contract day and beginning with the first contract day of the next school year.

2.06 **Seniority Tie-Breaker(s)**

When two (2) teachers have equal seniority, the teacher with the greatest total regular teaching years (120 or more continuous days in the same position) in the Lakota Local School District shall be ranked the most senior. If a tie remains, the date and time of the appointment recommendation will be used, and STRS.

2.07 **Full-Time Equivalent (FTE)**

Full-time: Employee working seven and three-fourths (7-3/4) hours per day
Part-time: Employee working anything less than seven and three-fourths (7-3/4) hours per day. FTE is calculated based on the comparison to the 7 3/4 hour work day and part-time employees who work more than five (5) hours will get a paid lunch.

2.08 **In-Service Day**

In-Service Day is a workday when students are not in session. No less than fifty percent (50%) of each day shall be set aside for individual classroom work. In cases of consecutive in-service days, no less than fifty percent (50%) of the total shall be set aside for individual classroom work. In exceptional circumstances, the superintendent may approve reduction of individual classroom time below fifty percent (50%).

2.09 **Professional Development Day**

Professional Development Day is a workday when students are not in session and is dedicated to professional development activities determined by the Administration.

2.10 **Deadline**

In the event a deadline occurs on a weekend or when the district office is closed, the preceding workday will be the deadline at 12:00 PM.

ARTICLE III – NEGOTIATION PROCEDURES

3.01 **Negotiation Procedures**

A. A request to open negotiations shall be submitted by the president of the Association to superintendent or designee or by the superintendent or designee to the president of the Association not more than one hundred twenty (120) days or not less than sixty (60) days prior to the expiration of the contract.

B. The requesting party shall serve a copy of the request and the current contract upon the State Employment Relations Board (SERB).

3.02 **Negotiation Meetings**

A. The parties shall mutually agree on a time and place for the first negotiation meeting within 30 days of the request to open negotiations.

B. A time, place and date for the next session shall be established before concluding the first and each successive negotiation meeting.

C. Initial written proposals shall be exchanged and presented by the parties at the first meeting unless otherwise mutually agreed. No new proposals shall be considered unless otherwise mutually agreed.

D. All meetings shall be scheduled as mutually agreed.

3.03 **Negotiation Teams**

A. Each team shall consist of up to three (3) people. Each team shall designate a spokesperson. All negotiations shall be conducted exclusively by the designated teams. Size of teams may be changed by mutual agreement.

B. Either party may call upon professional and lay consultants (in addition to their representatives) to present testimony and facts concerning matters under discussion. Up to two (2) consultants may be used by each of the parties in any negotiation session. The cost of such consultants shall be paid by the party requesting their services. The party shall provide notice one day prior to the meeting naming the consultant who will make the presentation.

C. When unforeseen circumstances make it impossible for the chief spokesperson for either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible. Both parties shall agree to continue or set a time, date, and place for the next negotiation session.

D. Either party may have up to two (2) observers present at each session. The observers may not participate in the bargaining process.

E. While no final agreement shall be executed without ratification by the Association, and adoption by the Board, the parties mutually pledge that their representatives will have all necessary power and authority to make and consider proposals and counterproposals; and to make concessions in the course of negotiations so as to reach agreement.

3.04 **Information**

The designated representatives of the Board and the Association agree to make available to each other upon reasonable request and in reasonable time, all available public information pertinent to the matter or matters then under negotiation.

3.05 **Caucus**

Either team may call for a caucus at any time. A caucus shall not be for longer than thirty (30) minutes unless an extension is mutually agreeable to both parties.

3.06 **Item Agreement**

As items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered as a final agreement by the parties until the contract is ratified. It is expressly understood by the parties that the tentative agreement reached on any item may only be revised or withdrawn by mutual agreement.

3.07 **Agreement**

When a total contract tentative agreement is reached through negotiation, the outcome will be reduced to writing, signed by the spokesperson of each negotiations team and submitted with a recommendation to the Association and the Board for acceptance.

A. The result of the ratification vote by the Association's membership shall be communicated to the superintendent or designee by the president of the Association. After notification, the Board shall meet within fourteen (14) days, unless otherwise mutually agreed, to consider the approval or non-approval of the tentative agreement.

3.08 **Impasse**

If an agreement has not been reached after forty-five (45) calendar days from the first meeting between the bargaining teams, either party may declare impasse and call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. A party may not declare initial impasse until five (5) negotiation sessions have occurred. If a party calls for FMCS involvement, the other party shall join in a joint request. A private mediator may be utilized if mutually agreed to by the Board and the LEA. If a private mediator is utilized, the parties will agree to equally split the cost of the mediator.

The mediation period shall be sixty (60) calendar days from the first meeting with the mediator. After the sixty (60) calendar day period has expired and after at least three (3) sessions with a federal mediator (or a mutually agreed upon private mediator), if an agreement has not been reached, then the impasse procedures of this contract shall be deemed to have been completed and an ultimate impasse shall exist. At that time the Board shall have the right to implement its final offer if it so chooses and the Association shall have the right to strike under the provisions of ORC Chapter 4117 if it so chooses provided that the

Association has submitted the Board's final offer to a vote of the membership. Prior to implementation of the Board's final offer, the Board must provide at least ten (10) calendar day's written notice to the LEA. This notice shall contain the Board's final proposal. Notwithstanding the timelines contained in this section, the Board may not implement a final offer until the master agreement has expired. During this ten (10) day period the LEA may request to continue to negotiate with the Board. In the event a request to negotiate is received by the Board, the Board will ensure that at least one negotiation session is provided prior to the implementation of the Board's final offer.

3.09 **Contrary to Law**

If during the term of this contract there is a change in any applicable state or federal law, or if any provision of this contract shall be found to be contrary to law by a court of competent jurisdiction or pursuant to a specified reopener provision of this contract then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereto shall remain in full force and effect for the term of the contract. If a provision is determined to be invalid, the parties will meet to negotiate with regard to that provision within forty-five (45) days of the demand of either party in accordance with the negotiation provision of this contract.

3.10 **In-Term Bargaining**

If during the life of the contract, bargaining is necessary due to Article 3.09 and agreement is not reached on the subject matter being bargained, Article 3.08 of this contract shall govern the impasse procedures.

ARTICLE IV – GRIEVANCE PROCEDURE

4.01 **Grievance**

A grievance is a complaint involving the violation, misinterpretation or misapplication of the contract entered into between the Board and the Association.

4.02 **Grievant**

Shall mean the employee(s) or the Association filing the grievance.

4.03 **Purpose**

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as possible at all levels of the procedure.

4.04 **Written Grievance**

An employee who believes that he/she has a grievance shall submit a written complaint to the Association President and/or Grievance Chair within a timely fashion, not to exceed the ability for the Association President and/or Grievance Chair to meet the twenty-five (25) day timeline listed below.

Such grievance shall be submitted by the Association President and/or Grievance Chair to the building principal or appropriate administrator with a copy to the Executive Director of Human Resources within twenty-five (25) days of the infraction.

4.05 Grievance Procedure

A. Step One: A grievant shall have the right to file a written grievance with the employee's building principal or the appropriate administrator.

If the action which is the basis of said grievance occurs during the summer break between school years, the employee shall have twenty-five (25) days after he/she became or should have become aware of said action to file a written grievance. A grievance occurring any other time shall be filed within twenty-five (25) days of the occurrence of the act or condition which is the basis of said grievance. Failure to file a grievance within the time provided herein shall constitute a waiver of right to file a grievance and said grievance shall be void.

1. The written grievance shall be recorded on Appendix A and shall contain a concise statement of the facts upon which the grievance is based with a reference to the specific provision of the contract allegedly violated, misinterpreted or misapplied.

2. A copy of such grievance shall be filed with the Association President, Superintendent and/or with the Executive Director of Human Resources.

3. The grievant shall have a hearing before the administrator. The grievant and the Association President shall be advised in writing of the time, place and date of the hearing which shall be within seven (7) days of the administrator's receipt of the grievance. The hearing between the grievant and administrator shall involve those two parties only, unless either party requests to be accompanied by an association representative of his/her choice.

4. The administrator shall take action on the written grievance within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Superintendent and/or the Executive Director of Human Resources and the President and/or Grievance Chair.

B. Step Two: If the action taken by the administrator does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Executive Director of Human Resources.

1. Failure to file such appeal within seven (7) days of the receipt of the written memorandum of the administrator's action on said grievance shall be deemed a waiver of the right to appeal and the grievance shall be void.

2. A hearing shall be conducted by the Executive Director of Human Resources, within seven (7) days after receipt of the appeal. The grievant and the Association shall be advised in writing of the time, and place of the meeting. A representative of his or her choice shall be present. The Association and the Administration shall provide each party with the names/titles of those who will be in attendance at the meeting.

3. The Executive Director of Human Resources shall take action on the appeal of the grievance within seven (7) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the administrator and the Association President and/or Grievance Chair.

C. Step Three: If the action taken by the Executive Director of Human Resources does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent and/or Assistant Superintendent following the procedures as outlined in Step Two above.

D. Step Four: If the grievant is not satisfied with the decision at Step Three, the Association may appeal the decision to arbitration within seven (7) days of the receipt of the Superintendent's/ Assistant Superintendent's decision.

1. Failure to file such an appeal within seven (7) days of the receipt of the Superintendent's/Assistant Superintendent's action on said action shall be deemed a waiver of the right to appeal and the grievance shall be void.

2. The parties shall request a list of arbitrators from the American Arbitration Association. The arbitrator will be selected in accordance with the rules and regulations of the American Arbitration Association, except as herein modified. If no arbitrator is mutually acceptable from the list supplied by the American Arbitration Association, an additional list or lists will be requested.

3. The arbitrator shall conduct a hearing and receive such evidence as testimony as he/she deems proper. Such hearing shall be held at the earliest time mutually convenient to the Association, the Board and the Arbitrator.

4. Within thirty (30) days of the hearing of the grievance, the arbitrator shall issue his/her written report and recommendations. The report shall be transmitted simultaneously to the Association and the Board.

5. The decision of the arbitrator shall be final and binding on the Board, the grievant(s), and the Association. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her. The arbitrator shall have no power to add to, subtract from, change, modify or amend any of the terms and provisions of this agreement, or any other written agreements between the Board and Association.

6. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceedings. Each party, however, shall be responsible for the fees and expenses of its representative.

4.06 **Miscellaneous Provisions**

A. An employee who participates in this grievance procedure shall not be subject to discipline or reprisal because of such participation. A copy of the grievance shall not be filed in the employee's personnel file.

B. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses to be present. When such hearings and conferences are held at the option of the administration or the Arbitrator during school hours, all employees whose presence is required shall be excused with pay for that purpose.

C. It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.

D. All grievances may be withdrawn at any level without prejudice. In the case of grievances filed by individuals, the employee involved has the right to withdraw the grievance at any time.

ARTICLE V – ASSOCIATION RIGHTS

5.01 **Organizational Rights**

The Association shall be granted the following organizational rights as the sole and exclusive bargaining agent of the instructors employed by the Board:

A. To enter into collective bargaining discussions with the Board in accordance with the provisions of the contract.

B. Use of all faculty bulletin boards in faculty area(s).

C. The Association may use the school mail system and email network for distribution of Association materials to employees of the bargaining unit.

D. Upon approval of the building principal, the Association may use school buildings in the District for meetings. Use of the facilities shall not be unreasonably denied.

E. The Association may use the school duplicating equipment for the purpose of reproducing materials. The Association agrees to pay the cost of all materials used and to reimburse the District for any damage to the equipment caused by its misuse.

F. The principal or his/her designee shall make announcements requested by the Association over the public address system.

G. The Board policy and the contract including all active Memoranda of Understanding (MOUs) will be available on the District website.

H. The Board will provide the Association President with a copy of the entire Board meeting agenda(s) including all appendices and a copy of all Board minutes.

I. The Association shall be provided the names, addresses and telephone numbers of all bargaining unit employees upon request.

J. The official agent and spokesperson for the Association for all purposes shall be the president of the Association unless otherwise designated in writing.

K. The employee of the bargaining unit shall have the right to representation of his or her choice at all meetings which are likely to result in a reprimand and are disciplinary in nature.

L. Employees of the bargaining unit shall have the right to engage in concerted activities for the purpose of collective bargaining and for other mutual aid or protection. These rights allow employees of the bargaining unit to organize, to bargain collectively and to engage in other activities designated to protect their working conditions without reprisal.

M. Employees of the bargaining unit living within the District will have the opportunity to enroll their children in the school of their choice in accordance with Board Policy.

1. Employees will be notified of the enrollment process when the enrollment period begins. Dates for the enrollment process will be added to the district calendar of events and enrollment forms will be available at the enrollment center.

2. Employees' children will automatically be accepted for enrollment if the timeline of the District and the policies of the Board are followed unless enrollment at their requested building and/or program is at capacity.

5.02 Payroll Deductions

A. The Board shall provide through its treasurer, payroll deductions of the matters listed below as a service to the employees.

1. State, national and local income taxes
2. Retirement
3. Premiums for insurance purchased through the District
4. Association dues
5. Tax sheltered annuities – if fifteen (15) or more employees request the same annuity in accordance with 9.91 of the Ohio Revised Code
6. United Way donations
7. Credit union
8. Political contributions
9. Tax-deferred purchasing of retirement service credit
10. A mandatory employee 403(b) for retiring employees fifty-five (55) years of age prior to retirement
11. A 457 Deferred Compensation Plan
12. Other approved payroll deductions at the request of the employee

B. **Dues Deductions**

Employees of the bargaining unit shall have the privilege of payroll deductions of organizational dues for the Association and its affiliates.

1. Employees shall sign an authorization form requesting payroll deduction of any and all dues and assessments of the Association and its affiliates. Payroll deductions shall begin on the first pay in September and continue for twelve (12) months on the first and second pay of each month.
2. Payroll deductions shall be continuous and remain in effect unless revoked in writing to the district treasurer and LEA President between the dates of August 1 and August 15 of any school year.
3. Those employees who join after November 1st of any school year shall have their dues deducted in equal amounts divided over the remaining payrolls of the school year in which they joined the Association.

C. **Fair Share Fee**

The Parties agree that if the relevant provisions of Janus v. AFSCME Council 31 are overturned, the parties will meet to negotiate Fair Share Fee provisions that are consistent with the changes in law.

5.03 **Association Release Time**

A. The Association president or his/her assigned designee(s) may attend Association related activities and shall not be unreasonably denied. Officially elected delegates/alternates may attend the OEA Representative Assembly.

B. The Board is not obligated for any expenses.

C, The Association president or president's designee shall be allowed release time in order to participate in impasse, grievance and arbitration hearings.

ARTICLE VI – REDUCTION IN FORCE

6.01 **Procedures**

If, in the sole judgment of the Board, it determines to make a necessary reduction in force which may result in either (a) reducing the number of teachers employed by the district or (b) reducing the full-time equivalency of a teacher employed by the district for any reason including, but not limited to, those reasons set forth in 3319.17 of the Ohio Revised Code, then the following procedures shall be utilized when making that reduction:

A. Reduction shall be made through attrition to the extent possible.

B. If further reductions are necessary, limited contract employees shall have their contracts suspended in accordance with the final holistic rating on their most recent evaluation. When evaluations are comparable seniority in the District shall prevail.

C. If further reductions are necessary, continuing contract employees shall have their contracts suspended in accordance with the final holistic rating on their most recent evaluation. When evaluations are comparable, seniority in the District shall prevail.

D. Evaluations resulting in a final holistic rating of Accomplished and Skilled shall be deemed comparable and placed in Category three (3). Evaluations resulting in a final holistic rating of Developing and Ineffective shall be considered Category two (2) and Category one (1). Category one (1) Ineffective will be considered first, Category two (2) Developing will be considered next prior to Category three (3) teachers.

6.02 **Recall List**

Laid-off employees shall be placed on a recall list.

A. If a vacancy occurs in a teaching position and certification/licensure area for which a laid-off employee is certified and the laid-off employee has taught within that certification/licensure during the last five (5) years, then those employees meeting the qualifications for the vacancy as set forth above shall be recalled in the following order:

1. Qualified continuing contract employees in order of seniority.

2. Qualified limited contract employees in order of seniority.

B. If there are no laid-off employees who meet all of the qualifications set forth above to be eligible to fill the vacancy, but there are laid-off employees who are properly certified/licensed to fill the vacancy, then those employees who are properly certificated/licensed to fill the vacancy will be offered the vacant teaching position before a new employee is hired to fill same.

C. An employee shall remain on the recall list for two (2) school years. At the end of the two (2) year period, the Board has no further obligation under this contract to the employee.

D. Any employee who is qualified for a vacant position and who refuses to accept a teaching position offered by the Board for which they are qualified shall be removed from the recall list and the Board's obligation under this contract to that employee shall be terminated. Employees who are certified/licensed for a vacant position, but do not meet qualifications for same under this provision shall have the right to refuse a vacant position for which they are not qualified, without loss of recall rights.

E. The Board has fulfilled its responsibility herein by sending a written offer for a job vacancy to an employee on the list by certified mail and email at the last known address given by the employee. Unclaimed, refused or non-deliverable notices as well as failure to respond within ten (10) calendar days shall constitute refusal of the vacancy.

F. Employees on layoff shall be permitted to remain on the Board insurance plans provided the employee pays one hundred percent (100%) of the cost of the premiums for said insurance to the treasurer in advance each month. The Board shall assume no responsibility for any cancellations of insurance coverage and its responsibility hereunder shall end if the employee obtains other employment.

ARTICLE VII – NOTIFICATION OF VACANCIES AND TRANSFERS

7.01 **Posting of Vacancy**

A. Vacancy shall mean any position that was previously held by an employee or any new position created by the Board or any position for which employees may be qualified and as the Board determines will be filled. No new employees will be placed in any position until all transfer requests have been reviewed and the teachers placed or rejected.

B. All vacancies shall be posted on the district website for a period of no less than five (5) days. Electronic notification shall be sent to all employees at the time of posting.

1. All posting shall include, in addition to the information concerning building, grade level and/or department, all necessary information concerning the certification and/or licensure which is required and any specific qualifications deemed necessary in order to be considered for the position. Employees must complete the online application within the posting period.

2. When a position is filled using internal candidates, interviews may be conducted in person and/or over the phone.

4. No posting is required when a part-time position is increased in time or made a full-time position. The part-time employee may be offered the full-time employee opening but may request a voluntary transfer to another part-time position when such is posted.

5. Prior to July 1st, known vacant positions shall be posted on the district website for a period of no less than five (5) days for the next school year. Electronic notification shall be sent to all employees at the time of posting.

C. Vacancies occurring after July 1st will be posted and regularly contracted employees may apply for these vacancies but will no longer be given preference. External candidates hired during this time will be hired on an expiring contract as one (1) year Long Term Substitutes. The posting period for vacancies after July 1st shall be for three (3) days.

D. Vacancies occurring in August, prior to the first teacher contractual day may be filled without posting. External candidates hired during this time will be hired on an expiring contract as one (1) year Long Term Substitutes.

7.02 **Voluntary Transfers**

A. Bargaining unit employees may apply for vacant positions by completing the online application during the posting period and applying for the posted job.

B. Applications for properly licensed internal candidates on file in the Human Resource office shall be considered before any outside applicants are considered. Internal applicants will receive confirmation that their credentials are being reviewed and considered for the position. In the event an applicant is not awarded the position, the applicant will be notified and may request written notification of the reason why the employee was not awarded the vacant position. The reasons shall be educationally valid and shall not be arbitrary or capricious.

C. In the event that no candidate meets the licensure requirement of the posted position, interviews may be granted to candidates who are pursuing the required licensure.

D. Auxiliary teachers will be required to work in a district-building for at least two years before qualifying for a continuing contract. For this purpose, auxiliary teachers will notify Human Resources and the LEA President of their intent to transfer to qualify for a continuing contract. This request shall not be unreasonably denied as long as the request is for a vacant position in the district-building in which the employee is licensed to teach. The provisions in this article shall supersede and replace any applicable provisions of the Ohio Revised Code to include but not limit to the requirements for continuing contract set forth in the Ohio Revised Code 3319.08.

7.03 **Involuntary Transfers**

A. Involuntary transfers will be made as necessary by the Board when adding or reducing positions and when it is considered to be in the best interests of students and employees. Certification will be the only factor considered for involuntary transfers. Involuntary transfers shall be made for educationally valid reasons and shall not be arbitrary or capricious.

B. Except in unusual and/or emergency circumstances, employee(s) to be involuntarily transferred shall be informed. A conference with an administrator will be held.

C. Employees shall not be transferred for disciplinary reasons without the procedures listed below being followed:

1. An employee having particular problems will be advised of the problems in a conference with the building principal and, if requested by the employee, an Association representative of his/her choice. The problems will be outlined and guidelines given on how the problems can be alleviated. Both the problems and guidelines will be given to the employee in writing.

2. Follow-up conferences will be held with the employee and principal to assess whether or not progress has been made in improving the situation.

3. If little or no progress has been made toward correcting the problems at the building level, a conference will be held with the superintendent or his/her designee and, if requested by the employee, an Association representative of his/her choice.

D. Employees shall be given notice by May 15, if they will be involuntarily transferred or required to move classrooms for the following school year. All employees shall be provided boxes and custodial assistance with the packing and moving of the classroom. If employees are involuntarily transferred or required to move classrooms after that date, they shall be given $15/hour for up to five (5) hours for the employee to move classrooms over the summer.

7.04 **Transfers Due to Redistribution of Students**

A. Employees who require reassignment due to redistribution of the student population will be assigned prior to postings for voluntary transfer requests.

B. Transfers of employees due to redistribution of students which occur prior to postings will be by current teaching assignment (grade level or department).

C. For the purpose of this section, an employee in a currently-split assignment will be considered as an employee in each assignment if the assignment is affected by the redistribution of students (e.g., [a] an elementary employee of a split class with two grade levels will be considered an employee at each grade level and [b] a secondary employee in two different subject areas will be considered an employee of each subject area).

D. Request(s) for voluntary transfers prior to posting will be in the order of most senior employee(s) first.

E. If the least senior employee(s) (among those in the current assignment) does not request a voluntary transfer, involuntary transfer of that least senior employee(s) will result.

ARTICLE VIII – PERSONNEL FILES

8.01 The official personnel file of each employee shall be housed in the Human Resource office although copies of portions of these files may be maintained elsewhere. The contents of these files shall be considered confidential and shall be shown to the public only to the extent required by the Ohio Sunshine Laws.

8.02. Employees shall have access to their personnel files, upon request, during office hours. File inspection shall be in the presence of an employee of the administrative staff. The administrator may waive his/her requirement to be present during the employee's inspection of his/her file. The employee may be accompanied by a representative of his/her choice when reviewing the file and obtain copies of material in his/her file. The employee may be charged a reasonable fee for copies requested by him/her.

8.03. In the event a request is made to review a personnel file by someone other than the employee, Association representative, or the administration, the employee whose file is being reviewed will be notified prior.

8.04. No material may be placed into an individual's personnel file without his/her knowledge.

8.05 Anonymous complaints shall not be placed in an employee's file or become matter of record.

8.06 The employee may make a written response at any time to any material in the file and said response shall be attached to said material.

8.07 Nothing herein shall limit or minimize the rights which the employee has pursuant to Chapter 1347 of the Ohio Revised Code.

ARTICLE IX – EVALUATION

9.01 Commitment

It is the commitment of the Board and the Association to adhere to the procedures set forth in the Professional Staff Evaluation process.

9.02 Evaluation Committee

A. There shall be an Evaluation Committee consisting of the Assistant Superintendent, who serves as Chair of the Committee, four (4) administrators, the Association President, and four (4) bargaining unit members, one selected from each of the four (4) building levels. The four (4) administrators will be chosen by the Chair and the four (4) bargaining unit members shall be chosen by the Association President. For the 26-27 school year the Assistant Superintendent and the Association President will create the Evaluation Handbook that will be utilized by the evaluation committee moving forward.

B. The Evaluation Committee shall meet at least annually to review the current evaluation procedure and make any recommended procedural changes to the Superintendent.

C. Evaluation Committee members will receive up to three (3) day's pay at the curriculum development rate with prior approval of the Superintendent.

9.03 Evaluation Orientation

A. No later than September 1, the Evaluation Handbook and supporting materials will be made available electronically. An evaluation orientation will occur no later than September 15 of each year. The purpose of the meeting shall be to review the documents and to orient teachers regarding the process. Teachers not present at the orientation meeting are encouraged to schedule a meeting with their principal for an orientation regarding the process.

B. No later than September 15 of each school year building principals will advise staff members as to whom their primary evaluator will be in order for the bargaining unit member to schedule their evaluations. No observation or evaluation shall take place until the teacher has been notified as to whom their evaluator will be.

C. All bargaining unit members shall receive an annual final summative rating and report.

ARTICLE X – COMPLAINTS AND DISCIPLINE

10.01 **Complaints**

It is the intent that complaints be resolved privately among the complainant and the staff member Any administrator or member of the Board receiving a complaint will, within a reasonable time, refer the complainant to the staff member involved. Any complaints which cannot be resolved privately among the complainant and staff member must be directed to the staff member's immediate supervisor (administrator). A meeting involving the school official, the staff member and the complainant may be held to professionally resolve the problem.

A. Nothing herein shall prohibit the complainants from meeting with or making a complaint directly to an administrator. In the event the complainant refuses to meet with the employee, the administrator will meet with the employee before taking any further action and provide the employee with the allegations of the complaint. The employee will be given time to respond and provide his/her position on the matter.

B. Anonymous complaints shall not be used to support disciplinary action.

10.02 **Verbal Warning**

It is expected that most offenses will be addressed through a verbal warning which will precede the progressive disciplinary process. This warning is delivered verbally by the supervisor with no written record of it appearing in an employee's personnel file. This warning is not subject to the grievance procedure and is meant to prevent the need for a more formal reprimand in the future.

10.03 **Disciplinary Procedures**

An employee may be disciplined, including suspended and/or terminated, for just cause, for one or more of the reasons described in the Ohio Revised Code. The parties agree that discipline should only be administered when appropriate and shall be constructive and/or remedial. Accordingly, and depending on the nature of the offense, an employee shall be verbally warned about conduct which could lead to more formal disciplinary action.

Reprimands, discipline, and the reasons for discipline shall be subject to the grievance procedure. An employee may attach a written response to any discipline rendered.

10.04 **Progressive Discipline**

In addition to the procedures set forth by law, the superintendent or designee, shall follow the principles of progressive discipline and issue a verbal warning, limited written reprimand, permanent written reprimand, or recommend a suspension without pay. However, the Superintendent or designee may accelerate disciplinary measures at any step, if the gravity of the offense warrants such immediate action.

A. Step One - Fact-Finding Conference: Before an employee receives a reprimand placed in his/her personnel file, or before an employee receives a recommendation of a suspension without pay:

1. The employee shall have a fact-finding conference during which time the circumstance(s) shall be explored; and

2. The employee shall be notified in writing of the purpose of the fact-finding conference using Appendix B and the right to an Association representative of his/her choice. The Association President or designee shall be provided a copy of this notice. The meeting shall be held within five (5) days unless a mutually agreeable time is set.

B. Step Two - Disciplinary Conclusions: Except under extreme and/or unusual circumstances, disciplinary conclusions will be determined and shared with the employee within two (2) calendar weeks of the fact-finding conference.

1. Limited Written Reprimand

This is a formal step in a progressive disciplinary process. It is a reprimand delivered by the supervisor and documented in writing using Appendix C. The written documentation of a limited written reprimand shall become a part of the employee's personnel file. At the request of the bargaining unit member, the limited written reprimand shall be moved to the administrator file after two years, if no similar incident occurs which results in further discipline.

2. Permanent Written Reprimand

This is a formal step in a progressive disciplinary process beyond or in follow-up to the limited written reprimand. A permanent written reprimand, using Appendix D, shall become a part of the employee's personnel file.

3. Suspension and Termination

In situations of extreme gravity or repeated failure to adhere to policy and/or directives, the superintendent may suspend an employee without pay for up to five (5) days.

Before a suspension of an employee becomes effective, the employee shall be notified of the reason for the proposed disciplinary action, and a hearing may be held at which time the employee may respond to the proposed disciplinary action. In the case of suspension, the hearing may be before the superintendent. A written summary of a suspension shall become a part of the employee's personnel file.

If the disciplinary conference results in an administrative recommendation of termination, the legal procedures as outlined in the Ohio Revised Code, Section 3319.16 must be followed. The affected employee shall have the rights afforded him/her under state law.

ARTICLE XI – LABOR MANAGEMENT COMMITTEE (LMC) AND FACULTY ADVISORY COMMITTEE

11.01 Labor Management Committee

A. In an effort to further a good working relationship between the parties, a Labor Management Committee (LMC) shall be formed to investigate, study and discuss solutions to mutual problems affecting labor relations.

B. Representation on this committee shall be determined by the Executive Director of Human Resources and LEA President. The committee shall be co-chaired by the Executive Director of Human Resources and the LEA President. The Executive Director of Human Resources, Director of Human Resources, LEA President, and LEA Vice President(s) shall be standing members on the committee. The Board's counsel and OEA representative shall be Ex Officio members of the committee.

Future additions, ground rules, rotation of employees, meetings, and training will be at the discretion of the Labor-Management Committee.

C. The committee chairs will prepare a written summary at the meeting for immediate distribution.

The written summaries nor the comments of any participant shall be used in any grievance, arbitration or any other type of proceeding.

D. The chairperson shall recognize a motion by either party to table a topic for further study.

E. Meeting Schedule and Agenda

Meetings shall be held once a quarter during the school year and scheduled prior to September 1 of each year. Agendas shall be mutually agreed upon prior to each quarterly meeting. Every attempt shall be made to keep such a schedule, realizing that some flexibility is necessary.

F. General Guidelines

1. While it is the intent that the LMC is to work to solve mutual problems, it is recognized that there is no obligation on the part of the parties to reach agreement on any topic. No agreement can change any item in the contract, but may be used to clarify or produce implementation of guidelines.

2. No grievance shall be discussed; however, topics that could lead to grievances may be discussed.

3. Where agreement is reached by the LMC on a topic, it will be included in the written summary.

G. LMC Standing Subcommittees

There will be the following standing sub-committees which shall report to the LMC quarterly.

1. Student Behavior and Discipline Committee- Which shall be chaired by the Director of Pupil Services and an LEA member designated by the LEA President.

2. Special Education- Which shall be chaired by the Executive Director of Special Education and an LEA member designated by the LEA President.

3. Health Care- Which shall be chaired by the Executive Director of Human Resources and an LEA member designated by the LEA President.

The committees will meet each quarter to share and discuss upcoming District initiatives regarding the nature of the subcommittee and to give committee members an opportunity to provide input. Further, the committee will have the opportunity to discuss any ongoing concerns, issues, or potential problems regarding current issues regarding the nature of the subcommittee. Additional committee members shall be selected by the chairs. In the event the co-chairs mutually agree that a meeting is not required, the committee will not be required to meet. LMC standing subcommittees shall meet outside the regular workday. Participation on this committee will be voluntary and committee members shall not be eligible for any additional payment from the district.

11.02 **Faculty Advisory Committee**

A. There shall be a Faculty/Staff Advisory Committee established in each building which shall be co-chaired by the LEA Building Chairpersons and the Building Principal. The building principal shall be a member of the committee.

B. LEA shall have representatives on the Faculty Advisory Committee in a ratio of one (1) LEA representative for each fifteen (15) employees, or fraction thereof, provided that in each building the LEA shall be entitled to a minimum of three (3) LEA representatives. Such representatives shall be elected by their respective faculties.

C. The intent of the committee is to improve communications between staff and administration in regard to building problems and programs and to improve the educational effectiveness of the building. The Faculty Advisory Committee shall meet once a month, if needed, during the school year to discuss matters of common interest in the building, such as educational programs, community relations, student relations, scheduling of duties, discipline, in-service, open house, employees preparation period, maintenance, supplies, etc. A schedule of regular meetings, shall be established and an agenda of matters to be considered at the regular meetings shall be distributed to the building staff at least twenty-four (24) hours before any regular meeting. Special meetings may be scheduled when necessary.

Employees may submit items of concern which they wish placed on the agenda to the Building Faculty Advisory Committee chairperson prior to the establishment of the agenda. The FAC chairperson will keep employee submissions confidential

D. Training will be provided to available members of the Faculty Advisory Committees as agreed by the parties.

E. Meeting summaries shall be kept in a prescribed format, and made available to the building staff, the LEA President, and the Executive Director of Human Resources. All meetings are to be open

so that any person represented by the bargaining unit or any administrator can attend as an observer.

ARTICLE XII – WORKING CONDITIONS

12.01 **Contract Days**

The number of days in an employee's annual contract will be one hundred eighty-four (184) days. On days which school is delayed or cancelled due to a calamity, the workdays shall not be made up unless required under Ohio law.

A. Employees will be given one (1) year contracts until such time as the Board wishes to offer a two (2) year contract.

B. Employees are solely responsible for notifying the Board of their eligibility for continuing contract. Prior to 12:00 P.M. on the last Friday in October of each school year, the employee will submit in writing to the Executive Director of Human Resources, a request for consideration for continuing contract using the form in Appendix I. No consideration for continuing contract will occur without a final summative rating of skilled or accomplished and a timely notice being received. Employees have the ability to remove their submitted form prior to March 1.

C. Employees shall attend four evening parent conferences not to exceed three and one-half (3½) hours in length each as scheduled by the district. Conferences are compensated with equal time off on the Wednesday prior to Thanksgiving break and the Friday prior to President's day or as mutually agreed upon between the District and the LEA. The Friday before Presidents' Day may be also scheduled as a calamity make-up day for students.

D. Employees who instruct performing arts courses shall schedule up to three (3) after school concerts per year in lieu of attending three (3) parent conference nights.

12.02 **In-Service Days**

A. At least three (3) seven and three-fourths (7-3/4) hour in-service days will be provided at the beginning of the school year before the students first day of school.

1. During two (2) of these in-service days, employees will have no less than fifty percent (50%) of each day or the equivalent of each day shall be set aside for dedicated time to work independently.

2. One (1) of these days will be a professional development day.

B. One (1) seven and three-fourths (7-3/4) hour in-service day will occur at the end of each quarter During these in-service days, employees will have no less than fifty percent (50%) of each day.

12.03 **Extended Contract Days**

If an employee is assigned to work extended contract days at the direction of the Executive Director of Human Resources, the employee shall be compensated at their per diem rate or fraction thereof.

12.04 **School Calendar**

A. It is recognized by the parties that the responsibility for setting or amending a school calendar is vested with the Board.

B. The Association shall be included in the planning of the District calendar.

C. The workday calendar for all auxiliary schools will be provided to the LEA member by the auxiliary school building administrator prior to the start of the school year.

12.05 **Meetings**

Meetings inside and outside the employee work day shall be held to a minimum number and a minimum amount of time, and shall only be called for clear and necessary reasons.

A. Emergency faculty meetings may be called.

B. Employees must attend two (2) after school meetings, the combined total duration of which shall not exceed two hundred and forty (240) minutes. These meetings shall be scheduled no less than ninety (90) days prior to the event.

12.06 **The Workday**

A. The length of the work day for members shall be seven and three-fourths (7-3/4) hours, including a thirty (30) minute duty-free, uninterrupted lunch period.

1. Teachers in core subjects (English, Math, Science, Social Studies, Foreign Language) shall have a case load not to exceed one hundred sixty-five (165) students.

2. Teachers having four (4) or more preparations shall be given every consideration for additional plan time.

B. Each part-time employee will be provided ten percent (10%) of their actual work week as planning time.

C. At all levels, the assignment of non-instructional duties, such as cafeteria duty, homerooms, etc., shall be done in an equitable manner within each building. These duties shall be educationally valid and shall not be arbitrary or capricious.

D. K-6 Workday

The classroom teacher workday is 7 hours and 45 minutes. The student school day is 6 hours and 50 minutes. Classroom teachers shall have 40 minutes of total plan time outside of the student day. Classroom teachers will not be assigned duties during this time. Classroom teachers will also have an uninterrupted 35-minute planning period during the student day. Each week, administration may utilize one (1) 40-minute time prior to the student day to be used for faculty, department, student academic assistance, IEP/504 meetings. Administration may utilize one (1) 35-minute time during the student day twice a month to be used for faculty, department, student academic assistance, IEP/504 meetings during the student day. (T & E are not included in the 35-minute block.) These meetings will have an agenda and a clear purpose. Classroom teachers will have a minimum of one (1) 35-minute planning period per day.

In the event the week has three or fewer days, administration can only use one 35-40 minute time block during that week.

1. All special education teachers will receive 15% of their work week for planning time with a minimum of 30 uninterrupted minutes per day.

2. Classroom teachers will receive planning time as defined above. Teachers in specialized instructional assignments (included but not limited to specials, related services, counselors, teacher leaders, etc.) will receive planning time equal to twelve percent (12%) of their work week, with a minimum of thirty (30) uninterrupted minutes per day.

E. 7-8 Workday

Beginning with the 26/27 school year, all 4 junior schools will follow the middle school philosophy as it pertains to staffing, logistics, and mindset. Staffing FTE's have been redistributed to provide the appropriate amount of staffing for the plan to effectively work.

Because of this, core staffing (Language Arts, Math, Social Studies, and Science) had numbers built on those teachers teaching 5 content classes. The 6th class will be an academic support class that is non-graded.

Encore staffing (electives at the junior high- PE, Health, Technology, Butler Tech, Art, Music) will teach 6 content classes per day. If student-need numbers do not fill their classes, they could be asked to pick up an academic support class to get to 6.

The foundation of the middle school model is team-meetings. It has a standard agenda and minutes for every meeting. Buildings will take the during the day plan time once per week to hold the team meeting. The team meeting will have core teachers meet weekly. It will include where possible and needed special education teachers and ESL teachers. Encore staff will not attend the team meetings.

F. 9-12 Workday

The teacher workday is 7 hours and 45 minutes. The student school day is 6 hours and 50 minutes. Teachers shall have 40 minutes of total plan time outside of the student day. Teachers will not be assigned duties during this time. Teachers will also have an uninterrupted 45-minute planning period during the student day. Administration may utilize one (1) 40-minute time outside of the student day to be used for faculty, department, student academic assistance, IEP/504 meetings. Administration may utilize one (1) 45-minute time during the student day twice a month to be used for faculty, department, student academic assistance, IEP/504 meetings during the student day. (XH and/or advisory are not included in the 45-minute block.) These meetings will have an agenda and a clear purpose. In the event the week has three or fewer days, administration can only use one 40-45 minute time block during that week.

12.07 **Securing a Substitute**

When an employee is on an approved absence, every effort will be made to secure a substitute.

12.08 **Special Education Release Time**

Annually, each Intervention Specialist (excluding tutors, SLPs, PTs, OTs and School Psychologists) will receive release time as follows: caseloads of 6 and below will receive one (1) day of release time; caseloads of 7-12 students will receive two (2) days of release time; caseloads of 13-20 students will receive three (3) days of release time; and caseloads of 21-24 students will receive four (4) days of release time.

12.09 **Internal Substitution**

Teachers that use their planning time to cover a classroom will receive $40 for covering the class period. Additionally, K-6 homeroom teachers that absorb students for an entire day due to not having a substitute, the teacher(s) will evenly divide the rate of a daily sub.

ARTICLE XIII – CURRICULUM DEVELOPMENT

13.01 Continuous Curriculum Review and Development

The Board, in its desire and obligation to provide the best possible educational system for the youth of this District, recognizes the need for continuous curriculum review and development.

13.02 Curriculum Development Beyond Contract Hours

Employees agreeing to work on curriculum development beyond negotiated contract hours and days will be compensated at an hourly rate (see Appendix E).

The guidelines and limits for the total number of hours needed to complete curriculum work will be set by the appropriate school administrators in consultation with appropriate instructional personnel.

ARTICLE XIV – LEAVES

14.01 Sick Leave

A. All employees shall be granted fifteen (15) days of sick leave annually to be credited at the rate of one and one-fourth (1-1/4) days per month unless otherwise specified in the contract.

B. Unused sick leave shall accumulate.

In the event an employee will miss ten (10) or more consecutive days, the employee shall notify the Human Resources Office prior to taking the leave. In the case of an emergency, the employee will notify the HR office as soon as possible.

HR may schedule a meeting with the employee (as needed). The purpose of this meeting is to support the employee by providing options for the employee's leave, to answer any questions the employee may have and to establish a plan for the employee's absence.

C. Employees, upon approval of their immediate supervisor, may use sick leave for: absence due to personal illness, injury, exposure to contagious disease which could be transmitted to others, and for absence due to illness, or injury, in the employee's immediate family. For purposes of this article, immediate family consists of the employee's spouse, parents, in-laws of the employee, children, siblings, grandparents, grandchildren, or others residing in the employee's household. Exceptions to this will be reviewed by the Human Resources office.

D. For newly hired employees, five (5) days of sick leave shall be advanced.

E. Falsification of a statement justifying sick leave payment is grounds for suspension or termination of employment under the Ohio revised code.

F. No day will be charged against any employee's sick leave if the schools are closed due to an emergency.

G. An employee who joins Lakota will be entitled to bring no more than one hundred eighty (180) sick days into the district.

14.02 Personal Leave

A. All employees are entitled to three (3) personal days per year. Building administrators reserve the right to deny requests if ten percent (10%) or more of staff is out of the building on day requested. Personal days are not charged against sick leave.

B. Request for personal leave shall be submitted to the building principal for approval at least one (1) week in advance under normal circumstances. In unusual or emergency situations the one-week requirement may be waived.

C. Unused personal leave will be converted to sick leave at the ratio 1:1. Or unused personal leave will be converted to personal leave at the ratio 3:1. Employees can request the conversion to personal leave by using Appendix L by June 15th.

D. No day will be charged against any employee's personal leave if the schools are closed due to an emergency.

14.03 **Family Medical Leave**

A. Employees are entitled to request leave under the Family Medical Leave Act (FMLA).

B. An employee is entitled to use up to twelve (12) weeks (60 workdays) of leave under the Family Medical Leave Act following the birth of a child or to care for a newborn child, an adopted preschool child or a child for whom the adoptive agency requires full-time parental care or for a qualified condition. During this twelve (12) week period of time, the employee may choose to use accumulated sick leave as documented by a doctor.

C. An employee may return to his/her current contract status during or after this twelve (12) week period. Exceptions to this are governed by the Family Medical Leave Act which permits the Board to restrict return dates when the leave commences toward the end of the semester. In such cases, the return date shall be a date that is mutually agreed upon between the employee and the building principal or his/her designee.

D. An employee electing to remain off work beyond the twelve (12) week period shall be considered to be on a child care leave as governed by terms outlined in Article 14.06.

E. A birth mother may use a maximum of six (6) calendar weeks of sick leave. Such weeks must be taken within the first six (6) consecutive calendar weeks immediately following day of birth. If the birth is caesarian, the maximum shall be eight (8) calendar weeks. If additional time is needed, a doctor must provide a written statement indicating that additional sick leave is necessary.

F. A father may use paid sick leave under the provisions of the FMLA.

14.04 Bereavement Leave

A. Employees, upon approval of their immediate supervisor, may use bereavement leave for funeral of, the funeral arrangements for, End of Life Celebration, and the travel to and from the funeral of any immediate family member.

B. For purposes of this article, immediate family consists of the employee's spouse, parents, in-laws of the employee, children, siblings, grandparents, grandchildren, or others residing in the employee's household. Exceptions to this will be reviewed by the Human Resources office.

C. Up to three (3) days a year may be used for the purposes of bereavement for immediate family member.

D. Up to one (1) day a year may be used for bereavement purposes for distant relatives, friends and neighbors. Exceptions to this will be reviewed by the Human Resources office.

E. All bereavement leave will be taken from sick leave.

14.05 Maternity Leave

A. Employees who do not have sufficient accumulated sick days to cover the workdays in the six (6) calendar week period immediately after the date of delivery and are unable to return to work must apply for an unpaid medical leave of absence until released by their attending physician.

B. Sick bank donation requests are not available for maternity leave. Release by the attending physician does not preclude the employee from being granted an initial or extension to an unpaid medical leave of absence.

C. Employees must submit a written release to return to work without restrictions from their physician when returning from any sick leave in excess ten (10) consecutive days.

14.06 Parental Leave

A. Parental leave shall be used within one hundred (100) days of the birth/adoption of a child. Days may be used immediately following the birth/adoption of a child, and the remaining days will be used consecutively for a total of ten (10) days, determined at the outset of the parental leave.

14.07 Child Care Leave Policy

A. Paternity leave shall be used within one hundred (100) days of the birth/adoption of a child. Days may be used immediately following the birth/adoption of a child, and the remaining days will be used consecutively for a total of ten (10) days, determined at the outset of the paternity leave.

B. Childcare leave shall be granted for up to twelve (12) months (beginning with the first day following FMLA) to an employee to care for a newborn child, an adopted preschool child or a child for whom the adoptive agency requires full-time parental care for up to twelve (12) consecutive months without pay. Extensions may be granted at the discretion of the Board. Any employee shall submit a written notice to the Executive Director of Human Resources no later than thirty (30) days prior to the anticipated leave date (except where adoptive agency gives less than thirty [30] days' notice), advising the Executive Director of Human Resources of the anticipated date of the leave and further advising the superintendent of the approximate dates that the employee shall commence and end childcare leave. The employee returning to service from childcare leave will return at the start of a quarter. In the event that the end of the leave would not coincide with the start of a quarter, a return date that is mutually agreeable between the employee and principal (or his/her designee) will be determined.

   This mutually agreed upon date may occur after the twelve (12) months of the leave have expired without the employee forfeiting any of the rights contained within this contract.

C. The superintendent and the Board have discharged their responsibility under this policy by offering the returning employee the former position held by the employee provided that the employee gives written notice of a return date not to exceed two (2) consecutive work quarters or not more than seventy (70) days. If the employee elects not to return within the given timeframe or requests leave longer than seventy (70) days, the Board shall only be obligated to provide the employee a position for which he/she is qualified.

D. The term of the employee's contract shall not be extended by child care leave, but in the event that an employee's limited contract expires while on child care leave, the contract will be renewed or non-renewed in accordance with normal procedures for all employees.

E. The Board recognizes that the granting of unpaid child care leave does not preclude a pregnant employee from also exercising her statutory rights to sick leave.

F. The employee on leave may exercise the option of maintaining group insurance coverage at the employee's expense during such leaves and if allowable by the insurers.

G. During Child Care Leave that is unpaid the employee will not accrue sick or personal leave.

14.08 Assault Leave

A. Any employee sustaining a physical injury as the result of a physical assault against him/her, incurred while the employee is performing his/her contractual duties, shall be eligible for assault leave. Such leave shall be at no loss in pay and shall not be chargeable to sick leave to a maximum of twenty-five (25) days per employee each school year. Leave may be extended at the sole discretion of the superintendent or designee.

B. Medical verification shall be furnished to the superintendent for all such absences requiring more than three (3) days' leave. The Board or its designee shall have the right to require a medical examination by a physician of its choice after the employee has been absent for three (3) school days per assault leave occurrence. In such event, the Board shall pay the full cost of the examination.

C. Either the assaulted employee, building administrator or superintendent shall immediately notify the police.

D. A written report of all assaults on staff personnel will be made to the office of the superintendent.

14.09 Professional Leave

A. Professional leave is defined as meetings of a relatively short duration such as conferences, workshops, seminars, and may include visitations to other schools.

B. Requests for professional leave will be submitted through AESOP, whenever possible, at least one month prior to the date of the event to begin the approval process.

C. Employees may be granted professional leave on the recommendation of the assistant superintendent if the request meets the following criteria:

1. Directly related to their assigned duties as an employee.

2. Designed to improve the employee's performance in his/her assigned duties.

D. Upon confirmed approval of professional leave, the employee must complete the district form outlining all costs associated with professional leave and submit to their administrator. Reimbursement, for reasonable expenses for transportation, lodging, meals, and registration fees may be authorized.

A. Attendance shall be required at the professional meetings for which release time has been granted including attending on a district declared calamity day unless the meeting has been cancelled.

B. Administration will respond to professional leave requests in a timely manner. Since requests may be time sensitive, employees are encouraged to follow up with administration during the approval process. Employees should not commit to the event prior to approval.

14.10 Medical Leave

The Board will offer medical leave as defined in the Ohio Revised Code.

14.11 Jury Duty

The Board shall pay an employee the employee's regular compensation. The employee who serves on jury duty does not have to submit any nominal reimbursement to the Board.

14.12 **Military Leave**

Military leave shall be accorded employees in keeping with all sections of the Ohio Revised Code.

14.13 **Leaves of Absence**

A. Employees may be granted leaves of absences for the school year or a portion thereof upon written request and approval of the Board. The request for a leave of absence must specify the specific length of time requested for the leave and reasons for the leave.

B. Employees returning from a leave of absence must reach agreement with administration regarding the intended date of return by March 1st or thirty (30) days prior to return from semester leave.

C. Employees returning from a leave of absence must provide a medical release with no restrictions to return from said leave.

14.14 **Rights While on Leave of Absence**

A. Employees on Board approved leaves of absence shall accrue seniority in accordance with Section 2.05.

B. Employees on leave of absence may participate in all insurance benefit plans offered by the Board while on leave provided they pay the monthly premium for the insurance coverage to the treasurer of the Board in advance.

C. Employees on unpaid leave will not accrue sick leave.

D. Employees who take a one year or more unpaid medical leave will not accrue personal leave.

14.15 **Subpoenaed Employee**

An employee subpoenaed to testify at a judicial hearing on a matter which is related to his/her employment duties shall be paid while doing so.

14.16 **Leave Day Explanation**

For the purposes of this article, a day of leave shall be equivalent to the length of the affected employee's workday.

14.17 **Religious Leave**

Up to two (2) sick days per year may be used for observance of religious holidays.

ARTICLE XV – INSURANCE: MEDICAL, DENTAL AND LIFE

15.01 **Health and Dental**

A. In consultation with the Association, the Board shall select a health care provider that provides insurance coverage that shall be comparable to the coverage presently in effect.

B. The Board will provide health insurance programs with the following Board/employee contribution rates for all full-time employees at eighty-five percent (85%) paid by the Board and fifteen percent (15%) paid by the Employee.

1. In the case of spouses, who are both employees of the district, the Board will pay eighty-five percent (85%) of one of the following:

   a) One Family Plan

   b) One Employee +1 Plan

   c) Two Single Plans

C. **Part-Time Employees' Eligibility**

Part-time bargaining unit employees working at least three and one-half (3-1/2) hours per day (excluding lunch) shall be eligible for health and dental insurance at a cost of seventy-five percent (75%) Board paid and twenty-five percent (25%) employee paid.

D. **Spousal Limitation**

1. If an employee's spouse meets ALL of the following three criteria, he/she must enroll in his/her employer's plan for primary coverage:

   a) Spouse has access to continuous (i.e. non-seasonal) group coverage through an employer-sponsored plan or spouse does not have "access" to an employer-sponsored plan because he/she is retired or not actively employed.

   b) Spouse works a minimum of twenty (20) hours weekly averaged over a twelve (12) month calendar year; and

   c) Spouse is required to pay not more than fifty-five percent (55%) of the total medical premium for a single plan to participate in the employer-sponsored plan.

2. Any spouse that meets the above three (3) criteria, now or in the future, but fails to enroll in his/her employer's medical plan is not eligible for primary coverage in the District provided health insurance plans.

E. **IRS Regulation #125**

The Board will implement that portion of IRS Regulation #125 which tax shelters the employee portion of the health care premium and that portion of the IRS Regulation #125 which tax shelters the employee out of pocket portion of health care costs and dependent care expense.

All premiums are based upon a pre-tax deduction.

F. **Life**

1. The Board will provide life insurance to all employees in an amount equal to one and one-half (1-1/2) times the employee's annual base salary with a minimum of fifteen thousand dollars ($15,000).

2. Supplemental benefits are available to employees at one hundred percent (100%) of the cost to the employee.

15.02 **Comparable Coverage**

If the Board of Education needs or is required by law to change carriers, any new insurance coverage secured shall be comparable to the coverage presently in effect unless the change in coverage is mutually agreed upon by the Association and the Board of Education.

15.03 **Worker's Compensation**

All on the job injuries/accidents must be reported to the employee's immediate supervisor within twenty-four (24) hours of the injury and an accident report must be filed with the Treasurer's office within two (2) business days of the injury.

ARTICLE XVI – SEVERANCE PAY

16.01 **Eligibility**

An employee who retires from the district shall be eligible for severance pay if he/she:

A. Accumulates sick leave pursuant to the provisions of Section 3319.1411 of the Ohio Revised Code.

B. Retires from the employ of the Board and is, at the time of retirement from the employ of the Board, eligible to receive retirement benefits from the State Teachers Retirement System of Ohio.

16.02 **Accumulated and Unused Sick Leave Pay**

All retiring employees shall receive a sum equal to one-fourth (1/4) of their first two hundred and forty (240) days of accumulated but unused sick leave.

16.03 **Daily Rate of Pay**

The payment shall be based on the employee's daily rate of pay at the time of retirement and eliminates all sick leave credit accrued, but unused.

16.04 **Death of Employee**

The Board shall grant severance pay to the estate of an employee who dies while in the employ of the Board.

ARTICLE XVII – RETIREMENT

17.01 **Annuity**

The Board will allow the employee's share of the retirement contribution to be treated as an annuity for income tax purposes. It is agreed that this provision shall not be an additional cost factor to the Board.

17.02 **One-Time Payment**

The retiring employee who notifies the Executive Director of Human Resources by **October 1 for First Semester Retirement; By March 1 for Second Semester,** will receive a one-time payment of seven hundred and fifty dollars ($750). The payment shall be distributed within thirty (30) days of the Board action to accept retirement notice.

17.03 **Effective Dates**

Retirement effective dates will be at the end of a semester or at the end of the school year. Notification and effective dates may be waived at the discretion of the Board

ARTICLE XVIII – SALARIES

18.01 **Former Administrator**

A Lakota Administrator who has never taught in Lakota and is being placed into a bargaining unit position will be treated as an outside candidate for the purpose of establishing salary.

18.02 **Service Years for Former Bargaining Unit Members**

Current Administrators who are previous bargaining unit members and had continuous employment with Lakota will be placed on the salary schedule according to their employment in Lakota.

18.03 **Pay Periods**

The salary to which an employee is entitled under his/her individual contract with the Board will be paid in twenty-four (24) equal installments according to the attached salary schedules beginning with the September 5th pay period and ending with the August 20th pay period. Direct deposit is required for all employees.

18.04 **Salary Schedule**

The Board shall implement the salary schedule attached hereto and designated Appendix F.

A. The base rate of the salary schedule shall be Column A, Increment 1 (one).

B. The schedule shall be comprised of:

1. Column A – Bachelors degree and all coursework up to, but not inclusive of, a Masters degree as designated by the Ohio Revised Code from any accredited institution.

2. Column B – Masters degree as designated by the Ohio Revised Code from any accredited institution.

3. Column C – Masters degree plus fifteen (15) semester hours of graduate work as designated by Ohio Revised Code from any accredited institution after the Masters degree has been conferred.

4. Column D – Employees with Masters degree plus a minimum of thirty (30) semester hours of graduate work as designated by Ohio Revised Code from any accredited institution after the Master's degree has been conferred.

5. Effective with the 2026-2027 school year, the salary schedule shall increase by-two percent (2%).

6. Effective with the 2027-2028 school year, the salary schedule shall increase by two percent (2%).

7. A teacher on paid status for one hundred twenty (120) days or more in one year shall be entitled to move one (1) COLA increment on the salary schedule at the start of the

subsequent school year if they have no break in service. This includes any teacher who is non-renewed and subsequently rehired the following school year.

8. Employees are eligible for a longevity pay in Ohio service years 28, 29, 30, 31, and 32 documented by the employee's individual annual service statement in the State Teachers' Retirement System (STRS). This means an employee will have completed 27 years of Ohio service to begin eligibility for longevity pay and will not receive it after 32 years of completed service. Only Ohio years of service as documented by the employee's STRS annual statement will be considered. The $5,000 longevity pay will be awarded each of the employee's applicable service years, years 28 through 32. A part-time employee's longevity pay will be multiplied by their full-time equivalent (FTE).

   A. For the 2026-2027 school year, all employees will submit the Longevity Google Form, which will require an upload of their official STRS annual statement, prior to September 15, meaning eligible for the first October pay.

      Starting with the 2027-2028 school year, new employees will submit their STRS annual statement as part of the onboarding process through Human Resources, or if a brand-new teacher, once an STRS annual statement is received.

      STRS total service credit years will be determined solely by the whole number years of service. For example, 27.75 years of service will equal 27 years of service. 28.25 years of service will equal 28 years of service.

      The STRS total service credit annual statement submission will be verified by the Executive Director of Human Resources or designee and the LEA President or designee and placed in the personnel file.

   B. For the 2026-2027 school year, the $5,000 longevity pay will be paid beginning with the first pay in October, spread evenly over the remaining twenty-two (22) pays. Beginning with the 2027-2028 school year, longevity pay will spread evenly over the twenty-four (24) pays, beginning with the first pay in September.

   C. Once the employee has properly completed all submissions to begin the longevity pay process and the employee is in paid status, they will be awarded the longevity pay for subsequent years up to the maximum of five (5) as outlined above.

   D. Any employee that goes on unpaid leave, for any reason, while eligible to receive longevity pay will have the pay implications explained to them by Payroll and documented in a pay analysis sheet.

   E. Any employee leaving Lakota forfeits any or all of their remaining longevity pay.

   F. Employees that fail to meet any requirement as outlined in this section forfeit the $5,000 longevity pay, if eligible, for that year. They may reapply by completing all required submissions for the following year but will not recoup the forfeited $5,000.

18.05 Advancement on the Salary Schedule

A salary notice will be provided to all employees prior to August 1 of the forthcoming school year.

A. **Horizontal Advancement** (Appendix K)

1. Graduate level programs, or additional courses taken in the Employee's licensed content area, school administration, and/or educational pedagogy or courses taken within the college of education will entitle an employee to move horizontally on the salary schedule in accordance with the columns as defined in 18.04(B).

2. Any employee who achieves National Board Certification will be permitted to move one column horizontally.

3. The employee will provide satisfactory evidence of such completion to the employer. Satisfactory evidence shall be an official transcript or a letter of course work completion, issued by the appropriate institution or program.

4. Payment on the new column will be effective at the start of the contract year and will commence no later than the October 5th pay date provided the employer has been given satisfactory evidence on or before September 15th. This may require retroactive payment. Employees may only move horizontally or vertically once per school year.

5. Employees may only move horizontally one (1) column per school year.

6. An employee shall advance horizontally on the salary schedule by successfully completing sufficient course work or a higher degree is earned from an institution accredited by the National Council for Accreditation of Teacher Education or a regional accreditation association.

18.06 Tax Sheltering

The Board hereby agrees with the Association to the tax sheltering method of the pick-up of employee contributions to the State Teachers Retirement System of Ohio (STRS). The pick-up will include retirement benefits paid on all salaries and wages, including supplemental, overtime, and extended time.

18.07 Rates of Pay

A. **Calculation of Pay**

1. Method of Computation

   a) Determine the employee's annual basic 184-day salary as provided by the employee's contract.

   b) Divide the employee's basic salary by 184 days.

   c) Take figure arrived at in "b" above and divide by seven and three-fourths (7-3/4) hours to determine the employee's individual hourly rate of pay.

2. Stipends

   Any employee who agrees to participate in an administrative approved activity will be paid as defined by the stipend criteria and scoring rubric.

B. **Supervision**

Employees who supervise students at the request of their building administrator beyond the normal workday, such as in the case of Board approved overnight supervision and field trip supervision, which occur during the week, weekends, or during summer break and are not employed in a supplemental for said duty, shall be paid a stipend of seventy-five dollars ($75.00) per day or night. This stipend is not to exceed seventy-five dollars ($75.00) per a twenty-four hour (24-hour) period.

C. **Resident Educator Mentors**

Mentors shall be compensated in accordance with Appendix G. Payment for mentors will be divided into two (2) equal payments with the first pay in December and the last pay in May.

D. **LPDC Chairperson**

The LPDC chairperson shall be provided up to ten (10) extended days to complete the requirements of the position.

ARTICLE XIX – REIMBURSEMENT OF FUNDS

19.01 **Reimbursement Funds**

A. Employees will be reimbursed for the cost of ODE licensure renewals.

1. Reimbursement will only be offered during the calendar year in which the license expires.
2. Employees will submit the form in Appendix H in order to request reimbursement.
3. When the completed form is received by the HR office and the form has been reviewed, it will be forwarded to the Treasurer's office for processing.
4. Reimbursement will be made to the employee within sixty (60) days of receipt of the form in the Treasurer's office.
5. Reimbursement will only be made if approved documentation and ODE application for renewal is completed by May 1 of the year the license expires.

B. The District will pay for fingerprints for employees after the initial fingerprint is taken for employment.

ARTICLE XX – SICK LEAVE DONATION

20.01 **Donations and Eligibility**

Any employee who has a catastrophic illness, injury, or non-elective surgery as verified by a medical professional and approved by Human Resources may be eligible for sick leave donation. For purpose of this benefit, a catastrophic condition may include, but is not limited to, a heart attack, stroke, cancer, serious complications due to surgery, and life threatening accidents. A catastrophic illness incapacitates the employee and requires continuing supervision and treatment from a healthcare provider. The form to request this leave will be found in Appendix J.

A. All requests shall be considered confidential.

B. Employees must first exhaust all paid leave before making a request for sick leave donation.

C. The maximum number of days that any one employee may receive, per fiscal year, under this provision is thirty (30) days.

D. Unusual situations will be considered by the Executive Director of Human Resources in consultation with the LEA President.

E. All decisions regarding sick leave are final, binding, and not subject to grievance.

ARTICLE XXI – RESIDENT EDUCATOR PROGRAMS AND LPDC

21.01 **Eligibility for Mentor Pool**

A district pool of employees will be formed from which mentors will be selected. Employees wishing to be in this pool must have completed the Ohio Resident Educator Training.

21.02 **Mentor Assignment**

As full or part-time employees under the Resident Educator License are hired, they will be assigned mentors. Persons under the Resident Educator License hired during the first month of the school year for a minimum of one hundred twenty (120) days will be mentored; all others will not.

21.03 **Selection of Mentors**

Selection of mentors will be by a district-appointed chairperson.

21.04 **Mentor Criteria**

The district chairperson charged with assigning mentors will consider the following criteria:

A. The mentor should be from the same building as the resident educator.

B. The mentor should teach in the same grade level or subject areas as the resident educator.

21.05 **Confidentiality**

Observations and discussions between the mentor and resident educator shall remain confidential.

21.06 **Lakota Professional Development Committee Chairperson (LPDC)**

A. The LPDC Chairperson shall be provided three (3) release periods during the workday to complete the requirements of this position and to manage the professional development software.

B. The LPDC Chairperson shall be provided a home building location with access to all communication systems.

C. The LPDC Chairperson shall suffer no loss in salary, fringe benefits, seniority, contractual benefits or statutory benefits to which he/she would have been entitled had he/she worked his/her normal schedule.

D. The Local Professional Development Committee (LPDC) shall be appointed by the Executive Director of Human Resources with a recommendation of the LEA President.

E. The LPDC will be comprised of administrators and employees representing as many grade levels as possible.

1. Names of committee members and monthly dates of meetings will be posted on the district website.

2. LEA committee members will be selected by the LPDC chairperson and LEA President subject to the approval of the Executive Director of Human Resources.

ARTICLE XXII – TEST SECURITY PROVISIONS

22.01 **Rules for Security**

All test questions and all other materials which are considered part of the approved high stakes tests, including, but not necessarily limited to reading passages, charts, graphs, and tables, shall be considered secure and subject to the provisions of the revised code and to the provisions of this rule.

22.02 **Fraudulent Activity**

No one shall teach students the answers to specific test questions, copy or otherwise reproduce secure test materials for use by students, change students' responses on the answer sheets, or in any other way cheat or assist a student to cheat.

22.03 **Restricted Access**

No unauthorized person shall have access to any secure test materials at any time such materials are in the school district or school building.

ARTICLE XXIII - ASSOCIATION PRESIDENT'S RELEASE

23.01 **President's Release Time**

A. The Association president or mutually agreed designee shall be granted one-half day release from his or her normal schedule for the duration of his/her term in office.

B. The Presidential Release shall be granted in units of one academic year.

C. While on President's Release, the Association president or designee shall be provided a home-base location with access to all communication systems in a district building for the duration of the release.

D. While on President's Release the half-day teaching assignment of the Association president or designee shall include a planning period.

E. While on President's Release, the Association president or designee could be given a special/alternative assignment rather than a portion of the regular teaching assignment of his/her normal schedule.

F. A portion of President's Release time not to exceed five percent (5%) may be made available for district work at the request of the superintendent by mutual agreement.

23.02 **Arrangement for President's Release**

A. To accommodate scheduling, the Association shall inform the superintendent and affected Principal of the individual who shall receive the President's Release no later than May 1st.

B. The Association president shall assist in the determination of the half-day schedule to be assigned during the President's Release.

C. The Association will reimburse the Board for the President's release time in the amount of twenty-five percent (25%) of total of the salary of an employee at Bachelor's Step 1 and the cost of other employment fringe benefits.

23.03 **Return from President's Release**

A. To accommodate scheduling, the Association shall inform the superintendent and affected Principal no later than May 1st that the individual on the President's Release shall be returning to regular full-time status.

B. The teaching assignment of the Association president shall be restored to him/her for the year following the Presidential Release. He/She is to be returned to the building and to the class assignment in which he/she served prior to the President's Release.

C. The Association president or designee shall suffer as a result of this release no loss in salary, fringe benefits, seniority, contractual benefits, or statutory benefits to which he/she would have been entitled had he/she worked his/her normal schedule prior to receiving President's Release.

23.04 **Association Stipends**

A. Authorized Association employees permitted under the Ohio Revised Code 3307.77 for service to employee professional organizations shall receive semi-annual stipends processed through the Lakota payroll office upon approval from the LEA Executive Committee. These stipends will be paid on the first pay in December and the last pay in May.

B. The total cost of the STRS contribution (both employee and employer) and any local, state and federal income taxes will be deducted from the stipend amount for each employee. The LEA shall remit to the Board the names of each employee to be paid and the amount of the stipend to be paid along with a check for the total amount of the stipends, one month prior to each installment date. There shall be no cost to the Board for this stipend.

ARTICLE XXIV – REEMPLOYMENT OF RETIRED TEACHERS

24.01 **Retire/Rehire Conditions**

If the Board elects to reemploy individuals who have retired from the Lakota Local School District (or from other school districts) and who are receiving Benefits through the State Teachers Retirement System, the conditions set forth in this agreement shall apply only to the employment of these individuals.

A. The salary to be paid to the reemployed retired employee shall be set at the level established in the salary schedule currently in effect under the master agreement between the Board and the Association. Placement on the salary schedule shall be determined by the number of verified years of teaching experience up to a maximum of five (5) years throughout the term of employment.

B. Reemployed retired employees may be eligible for participation in the insurance plans offered by the Board.

C. Reemployed retired employees employed pursuant to this article shall receive one-year long-term substitute contracts and shall not be eligible to receive continuing contracts regardless of their years of service, degrees, or certificate(s)/license(s) held.

D. Each one-year, long-term substitute contract, shall automatically expire upon completion of the year, and it is not necessary for the Board to conduct evaluations in accordance with the master agreement currently in effect or with ORC nor to take formal action to not reemploy the individual pursuant to the Ohio Revised Code in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. If continued, the position held temporarily by a reemployed retired employee shall be posted for transfer opportunities for regularly-contracted bargaining unit employees.

E. Reemployed retired employees are not entitled and/or not eligible to receive severance benefits provided by a collective bargaining agreement currently in effect between the Board and the Association.

F. In the event of a reduction in force, the contract of the reemployed retired employee shall be suspended prior to the contract of any other regularly-contracted bargaining unit employee.

G. Reemployment of a retired employee shall not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such contract for the reemployment of a retired employee.

H. Reemployed retired employees are eligible for sick leave accumulation commencing with the first year of reemployment, including eligibility to contribute to and participate in the sick leave bank which may be a part of the master agreement between the Board and the Association.

I. Reemployed retired employees may commence their reemployment and accrue up to 15 sick days per year of accumulated sick leave for each year employed.

J. Subject to these provisions, reemployed retired employees are part of the bargaining unit and entitled to all the rights, protections and benefits of being a part of the bargaining unit not otherwise described herein. The provisions of this article shall apply to only the reemployment of retired employees and for reemployed retired employees only.

K. Re-employed retired employees positions shall be posted internally no later than May 1st of each year.

ARTICLE XXV – PART-TIME EMPLOYEES

25.01 **Participation**

Part-time employees will be expected to participate at their percentage FTE, in the same activities, as full-time employees, including, but not limited to: in-service days, curriculum nights, concerts, conferences, professional development, etc. If required by the assistant superintendent or Executive Director of Human Resources to work longer than their percentage FTE, employees shall be compensated at the district hourly rate of pay.

25.02 **Sick/Personal Leave**

Part-time employees shall earn and utilize sick and personal leave in the same manner as full-time employees.

25.03 **Reinstatement to Full-Time**

Once a full-time employee has accepted a part-time position, reinstatement to full-time will only occur if the employee applies for and is awarded a full-time position.

ARTICLE XXVI – SUPPLEMENTAL CONTRACTS

ARTICLE XXVI – SUPPLEMENTAL CONTRACTS

26.01 **General**

The Board reserves the right, pursuant to current Board policy, to create or eliminate positions as circumstances require.

All personnel who receive supplemental compensation for responsibilities beyond the scope of their primary responsibilities for which they are compensated shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code.

Supplemental contracts shall be issued annually for each activity and shall, without notification, be non-renewed at the conclusion of the school year in which the contract was issued.

For the 26-27 school year supplementals will remain the same while the supplemental committee is convened and works towards a process listed in 26.03 for the 27-28 school year.

26.02 **Proposal for Supplemental Position Form**

The district "Proposal for Supplemental Position" form will be used to gather information on supplemental positions suggested for creation, reinstatement or revision. A scoring key based on time involved in carrying out the task, the administrative responsibilities required, the level and scope of the activity, the qualifications required, and the number of students involved will be used to determine the job description and pay category.

26.03 **Supplemental Subcommittee**

The make-up of the Supplemental Committee will include up to five (5) administrators and up to five (5) teachers. The teachers on the committee will be chosen by the Association officers and will represent all building levels. The Assistant Superintendent will serve as the Supplemental Committee Chairperson and will select the administrators, one of which must be an Athletic Director, for this committee that reflects all building levels. Creation and reinstatement requests approved by the administration will be assigned a pay

category by the supplemental subcommittee. The subcommittee is made up of employees appointed by the President and Administrators appointed by the Executive Director of Human Resources.

A. The Supplemental Committee will develop the criteria for evaluating supplemental positions based on the quantifiable and anecdotal data.

B. The Committee will review current supplemental positions based on the quantifiable and anecdotal data to determine placement within and among the categories.

C. Compensation for supplemental positions will be reviewed annually as needed based on quantifiable and anecdotal data. Any changes suggested must be justified by the criteria developed by the Committee.

D. The Supplemental Committee will meet as needed as mutually agreed upon by the Committee. Members of the supplemental committee will receive up to forty-eight (48) hours of the curriculum development rate.

E. A list of existing supplemental contracts positions shall be maintained by the Assistant Superintendent to reflect the work of the Supplemental Committee; however, the Board need not fill any or all positions listed there in any particular school year, and may, at its discretion, eliminate any and all positions. The Board may create a supplemental position without bargaining with the Association. The Board reserves the right, pursuant to current Board policy, to create or eliminate positions as circumstances require.

26.03 **Revision Requests**

Revision requests approved by the administration will be assigned a pay category by the supplemental subcommittee which will meet as needed to consider revision for the following contract year.

All requests for changes, changes or deletions of supplemental positions and compensation must be submitted to the Supplemental Committee for review, which is the only committee that is permitted to make supplemental recommendations to the Superintendent.

26.04 **Supplemental Contracts will be paid as follows:**

A. Seasonally for Athletics

B. Two (2) times per year – once on the first pay in December and once on the last pay in May of each school year

26.05 **Exceptions**

Exceptions for one-time pay may be requested through the Executive Director of Human Resources for consideration.

ARTICLE XXVII – DURATION

This contract shall become effective on the 1st day of July 2026, and shall expire on the 30th day of June 2028.

LEA President	Date	Board President	Date
LEA Negotiations Chair	Date	Superintendent	Date
LEA Treasurer	Date	Treasurer	Date

APPENDIX A

Lakota

LOCAL SCHOOLS

CERTIFICATED GRIEVANCE FORM

NAME OF GRIEVANT	POSITION	DATE SUBMITTED

SCHOOL_____ NAME OF PRINCIPAL_____

GRIEVANT ACCOMPANIED BY:_____

SECTION FOR GRIEVANT:	Briefly state the problem, indicating the specific section of the agreement which has allegedly been violated, misinterpreted, or misapplied and the date of occurrence.
	(If additional space is needed, use other side.)
What remedy is sought?	

DATE _____ GRIEVANT'S _____ SIGNATURE _____

(PRINCIPAL'S RESPONSE ON BACK)

APPENDIX A

Certificated Grievance Form (continued)

SECTION FOR PRINCIPAL: DATE RECEIVED_____

In answer to the grievance, include parts of the Agreement which is the basis of the decision. Prepare four (4) copies of this form. Distribute as follows:

1. Original to school principal's file
2. Copy to Superintendent & Human Resources
3. Copy to Grievant
4. Copy to Association

DATE_____ PRINCIPAL'S SIGNATURE_____

APPEAL SECTION: I desire to appeal the above decision.

DATE_____ SIGNATURE OF APPELLANT_____

APPENDIX B

Lakota
LOCAL SCHOOLS

FACT-FINDING CONFERENCE NOTICE

TO:

FROM:

DATE:

You are hereby notified of a fact-finding conference in accordance with Article X, Complaints and Discipline. This conference is being held to explore a potential violation of professional conduct. During this conference, you will be asked questions concerning the potential violation and given the opportunity to provide testimony and/or evidence in your defense. Afterwards, except under extreme and/or unusual circumstances, disciplinary conclusions will be determined and shared with you within two (2) calendar weeks of this conference. You have a right to union representation and you will need to make arrangements to have your representative present.

Reason for Conference: *(cite violation and a summary of the incident)*

A fact-finding conference is scheduled at _____ on _____
(Time) ***(Date)***

_____
(Location)

*Fact-Finding conferences shall be held within five (5) days of this notice unless a mutually agreeable time is set.

_____
Administrator/Date

ACKNOWLEDGEMENT OF RECEIPT:

_____
Employee's Signature/Date

DISTRIBUTION:
Original: Employee
Copies: Director/Administrator
Union President

APPENDIX C

LOCAL SCHOOLS

LIMITED WRITTEN REPRIMAND

In accordance with Article X, Complaints and Discipline, this is a formal step in the progressive disciplinary process. This reprimand shall be delivered to you by your administrator and documented that this discussion occurred on this form which shall become a part of your personnel file. You have a right to attach a response to this reprimand. At your request, this reprimand shall be moved to administrators file after two years from the date of this reprimand, if no similar incident occurs which results in further discipline.

TO:

FROM:

DATE:

RE: LIMITED WRITTEN REPRIMAND

Please be advised that you have violated the Lakota Board of Education Policies, Procedures, State law, and/or Professional Code of Conduct.

Specifically, *(Cite violation and a summary of the incident)*

Directives, *(supervisor's expectations for behavior)*

You are hereby reprimanded and served notice that further violations may result in more serious disciplinary actions.

The signature below indicates the employee has received a copy of this document, and not necessarily agrees with the contents.

_____ _____

Employee signature Administrator signature

c: Personnel File
Union President

APPENDIX D

LOCAL SCHOOLS

PERMANENT WRITTEN REPRIMAND

In accordance with Article X, Complaints and Discipline, this is a formal step in the progressive disciplinary process beyond or in follow-up to the limited written reprimand. This reprimand shall be documented on this form which shall become a part of your personnel file. You have a right to attach a response to this reprimand.

TO:

FROM:

DATE:

RE: PERMAMENT WRITTEN REPRIMAND

Please be advised that you have violated the Lakota Board of Education Policies and Procedures and/or State law.

Specifically, *(Cite violation and a summary of the incident)*

You are hereby reprimanded and served notice that further violations may result in more serious disciplinary actions.

The signature below indicates the employee has received a copy of this document, and not necessarily agrees with the contents.

Employee signature

Administrator signature

c: Personnel File
Union President

APPENDIX E

Lakota
LOCAL SCHOOLS

STIPEND/EXTRA DUTY PAYMENT FORM

Employee _____ Employee ID _____

Building _____ Stipend: _____
Extra Duty: _____
Lump Sum: _____

Description:
_____
_____
_____
_____

Hourly Rate (per attached Stipend Category Form and Time/Effort Log)

_____ Hours x $15 = _____

_____ Hours x $25 = _____

_____ Hours x $40 = _____

_____ Lump sum amount = _____

Funding Source _____ Account Code _____

Building Administrator _____ Date _____

Central Office Administrator _____ Date _____

Human Resources _____ Date _____

Submitted by _____ Date _____

District Hourly Rates

APPENDIX E

District hourly rate	$40
(1) Curriculum development (2) substitute	
Preparation of classrooms	$15
Summer meetings called by principal	$25
Approved summer trainings	$25
Tutor rate	$32
Lump sum activity (outside agency/contract)	contracted agreement
Early entrance testing	$40
Supervision on overnight fieldtrips	$ $100

APPENDIX F

APPENDIX F

Lakota Local School District

Teacher Salary Schedule

Effective July 1, 2026 - June 30, 2027

2027	Column A		Column B		Column C		Column D	
Increment	Salary	COLA	Salary	COLA	Salary	COLA	Salary	COLA
1	$ 56,639		$ 60,253		$ 63,016		$ 66,793	
2	$ 57,754	1.97%	$ 61,440	1.97%	$ 64,256	1.97%	$ 68,107	1.97%
3	$ 58,892	1.97%	$ 62,648	1.97%	$ 65,521	1.97%	$ 69,448	1.97%
4	$ 60,051	1.97%	$ 63,882	1.97%	$ 66,810	1.97%	$ 70,815	1.97%
5	$ 61,235	1.97%	$ 65,139	1.97%	$ 68,125	1.97%	$ 72,208	1.97%
6	$ 62,441	1.97%	$ 66,421	1.97%	$ 69,465	1.97%	$ 73,629	1.97%
7	$ 63,671	1.97%	$ 67,729	1.97%	$ 70,832	1.97%	$ 75,078	1.97%
8	$ 64,926	1.97%	$ 69,062	1.97%	$ 72,226	1.97%	$ 76,556	1.97%
9	$ 66,205	1.97%	$ 70,421	1.97%	$ 73,648	1.97%	$ 78,063	1.97%
10	$ 67,510	1.97%	$ 71,807	1.97%	$ 75,098	1.97%	$ 79,599	1.97%
11	$ 68,840	1.97%	$ 73,220	1.97%	$ 76,575	1.97%	$ 81,165	1.97%
12	$ 70,196	1.97%	$ 74,661	1.97%	$ 78,082	1.97%	$ 82,763	1.97%
13	$ 71,580	1.97%	$ 76,131	1.97%	$ 79,619	1.97%	$ 84,392	1.97%
14	$ 72,989	1.97%	$ 77,629	1.97%	$ 81,186	1.97%	$ 86,052	1.97%
15	$ 74,427	1.97%	$ 79,157	1.97%	$ 82,783	1.97%	$ 87,746	1.97%
16	$ 75,893	1.97%	$ 80,715	1.97%	$ 84,412	1.97%	$ 89,472	1.97%
17	$ 77,388	1.97%	$ 82,303	1.97%	$ 86,074	1.97%	$ 91,233	1.97%
18	$ 78,913	1.97%	$ 83,923	1.97%	$ 87,768	1.97%	$ 93,028	1.97%
19	$ 80,468	1.97%	$ 85,574	1.97%	$ 89,495	1.97%	$ 94,859	1.97%
20	$ 82,053	1.97%	$ 87,258	1.97%	$ 91,256	1.97%	$ 96,726	1.97%
21	$ 83,670	1.97%	$ 88,976	1.97%	$ 93,053	1.97%	$ 98,629	1.97%
22	$ 85,318	1.97%	$ 90,727	1.97%	$ 94,883	1.97%	$ 100,570	1.97%
23	$ 86,999	1.97%	$ 92,512	1.97%	$ 96,751	1.97%	$ 102,549	1.97%
24	$ 88,712	1.97%	$ 94,333	1.97%	$ 98,655	1.97%	$ 104,567	1.97%
25	$ 90,460	1.97%	$ 96,189	1.97%	$ 100,596	1.97%	$ 106,626	1.97%
26		1.97%	$ 98,082	1.97%	$ 102,576	1.97%	$ 108,724	1.97%
27		1.97%	$ 100,012	1.97%	$ 104,595	1.97%	$ 110,864	1.97%
28		1.97%	$ 101,981	1.97%	$ 106,653	1.97%	$ 113,046	1.97%
29		1.97%	$ 103,988	1.97%	$ 108,752	1.97%	$ 115,270	1.97%
30		1.97%	$ 106,034	1.97%	$ 110,892	1.97%	$ 117,539	1.97%

APPENDIX F

Lakota Local School District

Teacher Salary Schedule

Effective July 1, 2027 - June 30, 2028

2028	Column A		Column B		Column C		Column D	
Increment	Salary	COLA	Salary	COLA	Salary	COLA	Salary	COLA
1	$ 57,772		$ 61,458		$ 64,276		$ 68,129	
2	$ 58,909	1.97%	$ 62,669	1.97%	$ 65,541	1.97%	$ 69,469	1.97%
3	$ 60,070	1.97%	$ 63,901	1.97%	$ 66,831	1.97%	$ 70,837	1.97%
4	$ 61,252	1.97%	$ 65,160	1.97%	$ 68,146	1.97%	$ 72,231	1.97%
5	$ 62,460	1.97%	$ 66,442	1.97%	$ 69,488	1.97%	$ 73,652	1.97%
6	$ 63,690	1.97%	$ 67,749	1.97%	$ 70,854	1.97%	$ 75,102	1.97%
7	$ 64,944	1.97%	$ 69,084	1.97%	$ 72,249	1.97%	$ 76,580	1.97%
8	$ 66,225	1.97%	$ 70,443	1.97%	$ 73,671	1.97%	$ 78,087	1.97%
9	$ 67,529	1.97%	$ 71,829	1.97%	$ 75,121	1.97%	$ 79,624	1.97%
10	$ 68,860	1.97%	$ 73,243	1.97%	$ 76,600	1.97%	$ 81,191	1.97%
11	$ 70,217	1.97%	$ 74,684	1.97%	$ 78,107	1.97%	$ 82,788	1.97%
12	$ 71,600	1.97%	$ 76,154	1.97%	$ 79,644	1.97%	$ 84,418	1.97%
13	$ 73,012	1.97%	$ 77,654	1.97%	$ 81,211	1.97%	$ 86,080	1.97%
14	$ 74,449	1.97%	$ 79,182	1.97%	$ 82,810	1.97%	$ 87,773	1.97%
15	$ 75,916	1.97%	$ 80,740	1.97%	$ 84,439	1.97%	$ 89,501	1.97%
16	$ 77,411	1.97%	$ 82,329	1.97%	$ 86,100	1.97%	$ 91,261	1.97%
17	$ 78,936	1.97%	$ 83,949	1.97%	$ 87,795	1.97%	$ 93,058	1.97%
18	$ 80,491	1.97%	$ 85,601	1.97%	$ 89,523	1.97%	$ 94,889	1.97%
19	$ 82,077	1.97%	$ 87,285	1.97%	$ 91,285	1.97%	$ 96,756	1.97%
20	$ 83,694	1.97%	$ 89,003	1.97%	$ 93,081	1.97%	$ 98,661	1.97%
21	$ 85,343	1.97%	$ 90,756	1.97%	$ 94,914	1.97%	$ 100,602	1.97%
22	$ 87,024	1.97%	$ 92,542	1.97%	$ 96,781	1.97%	$ 102,581	1.97%
23	$ 88,739	1.97%	$ 94,362	1.97%	$ 98,686	1.97%	$ 104,600	1.97%
24	$ 90,486	1.97%	$ 96,220	1.97%	$ 100,628	1.97%	$ 106,658	1.97%
25	$ 92,269	1.97%	$ 98,113	1.97%	$ 102,608	1.97%	$ 108,759	1.97%
26		1.97%	$ 100,044	1.97%	$ 104,628	1.97%	$ 110,898	1.97%
27		1.97%	$ 102,012	1.97%	$ 106,687	1.97%	$ 113,081	1.97%
28		1.97%	$ 104,021	1.97%	$ 108,786	1.97%	$ 115,307	1.97%
29		1.97%	$ 106,068	1.97%	$ 110,927	1.97%	$ 117,575	1.97%
30		1.97%	$ 108,155	1.97%	$ 113,110	1.97%	$ 119,890	1.97%

APPENDIX G

SUPPLEMENTAL SALARY SCHEDULE
JULY 1, 2026 - JUNE 30, 2027
High School

Basketball - Football - Soccer - Swimming - Track - Wrestling

Head Coach	$9,450
Assistant Coach	$5,250
Assistant Coach - Freshman	$3,150

Baseball - Softball – Volleyball - Lacrosse

Head Coach	$6,300
Assistant Coach	$3,570
Assistant Coach - Freshman	$2,630

Cross Country - Gymnastics

Head Coach	$5,250
Assistant Coach	$2,940

Bowling - Cheerleading (Football/Basketball) - Golf - Tennis - Dance

Head Coach	$3,570
Assistant Coach	$2,940
Assistant Coach – Freshman	$2,630
Sports Information Director	$9,450

Combined East HS/West HS teams will receive $1,000 added to their supplemental pay.

Junior School

Athletic Director	$9,450

Basketball - Football - Track- Wrestling

Junior School Head Coach (7th Grade and/or 8th Grade)	$3,150
Junior School Assistant Coach (7th Grade and/or 8th Grade)	$2,420

Cheerleading (Football and Basketball) - Cross Country - Golf - Volleyball

Junior School Head Coach (7th Grade and/or 8th Grade) / HS Lacrosse Cheer	$2,420
Junior School Assistant Coach (7th Grade and/or 8th Grade) / HS JV Lacrosse Cheer	$1,580

Tennis

Junior School Head Coach (7th Grade and/or 8th Grade)	$1,580

APPENDIX G

SUPPLEMENTAL SALARY SCHEDULE
JULY 1, 2026 - JUNE 30, 2027

Marching Band	
Marching Band Assistant Director	$8,400
Marching Band Director	$9,450
Marching Band Support	
Battery Book Writer	$2,370
Battery Section Leader	$2,370
Brass Tech	$2,370
Color Guard Assistant Director	$2,370
Color Guard Choreographer	$2,370
Color Guard Director	$4,200
Drill Writer	$4,200
Front Book Writer	$2,370
Front Section Leader	$2,370
Section Director - Percussion	$4,200
Section Director - Visual	$4,200
Wind Book Writer	$4,200
Woodwind Tech	$2,370
Music, Vocal, Theater & Winterguard	
High School Band/Instrumental Assistant Director	$840
High School Band/Instrumental Director	$2,630
High School Jazz Band Director	$2,630
High School Musical Pit Director	$2,630
High School Pep Band Director	$2,630
High School Technical Director of Productions	$3,150
High School Theater Assistant Director	$2,630
High School Theater Director	$9,450
High School Vocal Assistant Director	$840
High School Vocal Director	$2,630
High School Vocal Theater Director	$3,150
High School Winterguard Assistant Director	$2,630
High School Winterguard Director	$4,200
Junior High Jazz Band Director	$2,630
Junior High School Theater Director	$3,150
Junior High Theater Assistant Director	$2,630
Junior High Band Director	$1,000
Junior High Choir Director	$1,000
Building Clubs	
Kindergarten - 6 - (3 per building)	$1,000
Junior School (7 - 8) – (5 per building)	$2,000
High School (9 - 12) – (15 per building)	$2,630

APPENDIX G

SUPPLEMENTAL SALARY SCHEDULE
JULY 1, 2026 - JUNE 30, 2027
Grade Level/Department Chairperson

Department FTE	
3 - 5 and VLO	$1,840
6 - 8	$2,370
9 - 11	$2,890
12 - 14	$3,420
15 - 17	$3,940
18 - 20	$4,470

Special Education Chairperson will receive $1,000 in addition to department size.

Other

Mentors	$1,050
Audio Visual Building Support	$2,000
Special Olympics Events Coordinator	$3,680
Job Coach Coordinator	$2,000

APPENDIX H

Lakota
LOCAL SCHOOLS

Reimbursement for License Renewal and Completion of Ohio Reading Praxis Test

I am applying for:

_____ Reimbursement for License Renewal
Reimbursement will only be offered during the calendar in which license expires.
Completion of this form is required for reimbursement.

_____ Completion of Ohio Reading Praxis Test
Reimbursement will only be offered during the calendar in which license expires.
Completion of this form is required for reimbursement.

Name _____ Employee ID (EE) _____

Date of Request _____Grade Level/Department _____ Building _____

Current License Expiration Date: _____

Requested amount of reimbursement: _____

Employee Signature: _____

Attach test results for Praxis and proof of payment for both.

Amount Approved: _____

Reason for Denied Payment:

Incomplete Application _____

Outside the calendar year _____

Other _____

Authorized Signature _____

APPENDIX I

LOCAL SCHOOLS

Continuing Contract Eligibility Worksheet

In accordance with section 3319.08 of the Ohio Revised Code, the following information is required for progression from a limited to a continuing contract.

For employees initially licensed prior to January 1, 2011, the following rules apply:

- Have a contract that expires on June 30th of the current school year, and must:
- Hold a professional, permanent, or life certificate or a professional, senior professional, or lead professional educator license, and
- Have taught three of the last five years within the district, or having attained continuing contract status elsewhere in Ohio (provide written verification of this from your former Ohio district), have served at least two years in the Lakota district; and
- Hold a master's degree at the time of initially receiving Ohio teacher's certificate under former law or an educator license, have taken (6) six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license. Employee must provide ORIGINAL TRANSCRIPTS to the Human Resources Department by the first teacher contractual day in February;

OR

- Have taken (30) thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license. Employee must provide ORIGINAL TRANSCRIPTS to the Human Resources Department by the first teacher contractual day in February.

For employees initially licensed on or after January 1, 2011, the following rules apply:

- Have a contract that expires on June 30th of the current school year, and must:
- Hold a professional educator license, senior professional educator license, or lead professional educator license, and
- Have held an educator license for at least seven years; and
- Hold a master's degree at the time of initially receiving educator license, and have taken (6) six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license. Employee must provide ORIGINAL TRANSCRIPTS to the Human Resources Department by the first teacher contractual day in February.

OR

- Have taken (30) thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license. Employee must provide ORIGINAL TRANSCRIPTS to the Human Resources Department by the first teacher contractual day in February.

In order to be considered for a continuing contract for the upcoming school year, it is the employee's responsibility to complete the following application, meet all the requirements above, meet all deadlines, and have administrative approval following a complete evaluation. Employee must have been rated skilled or accomplished in their last 3 most recent evaluations.

APPENDIX I

APPLICATION FOR CONTINUING CONTRACT

Employee _____ Date _____

License Number_____ Initial License Date_____

Teacher License or Certificate type (lead, senior, permanent)_____
Years of Service with Lakota_____
Most recent evaluations _____ _____ _____ _____ _____ _____
(Skilled/Accomplished only) Eval Year Eval Year Eval Year

Complete one of the sections below:

If teacher held a master's degree at time of initial licensure:

Year that Teacher received Master's Degree_____

Name of University_____

_____I have completed 6 hours of coursework since completing my Master's

If teacher did not hold a master's degree at time of initial licensure:

_____ I have completed 30 hours of coursework in the area of licensure or the teaching field

It is the teacher's responsibility to provide all original transcripts to the HR department by the first teacher contractual day in February to be considered for a continuing contract for the next school year. Applications for continuing contract will only be considered if all of the requirements are met. Employee has the ability to pull their application prior to March 1st of the current school year.

Return this form to your Principal no later than the last Friday in October at the end of the workday. If you have any questions or concerns regarding this process please contact the LEA President.

_____ Employee Name – Printed	_____ Building/Department Location
_____ Employee Signature	_____ Date Signed
_____ *Principal/Administrator Signature	_____ Date Signed
_____ Superintendent Signature	_____ Date Signed

*Administrator signature indicates the Administrator and Superintendent are in 100% support of the employee's application for continuing contract.

To find all data related to initial licensure and/or certification, go to the ODE website and access information via the SAFE account.

APPENDIX J

LOCAL SCHOOLS

SICK LEAVE DONATION REQUEST FORM

Date _____

Printed Name_____ Employee ID Number _____

LEA_____ LSSA_____

Home Phone _____ Cell Phone _____

Home Address_____

1. Date of last day at work prior to illness_____
2. Date projected to return _____
3. Days requested_____

Explanation/Nature of illness_____

_____

_____

Any employee who has a catastrophic illness, injury, or non-elective surgery as verified by a medical professional and approved by Human Resources may be eligible for sick leave donation. For purpose of this benefit, a catastrophic condition may include, but is not limited to, a heart attack, stroke, cancer, serious complications due to surgery, and life threatening accidents. A catastrophic illness incapacitates the employee and requires continuing supervision and treatment from a healthcare provider.

Note: A medical statement from a licensed physician must accompany this application. Said statement must be dated and signed by the physician; must explain the cause of the extended illness/disability; verification of work days missed; date employee is permitted to return to work on a restriction-free basis. Without the documentation, this application will not be considered. (The maximum number of days a bargaining unit employee may request is 30 sick leave bank days.)

Completed application along with medical statement should be turned in to Human Resources.

****

_____ days have been Approved

_____ Disapproved Reason _____

_____

_____

_____
Authorized Signature

APPENDIX K

LOCAL SCHOOLS

REQUEST FOR HORIZONTAL ADVANCEMENT ON THE SALARY SCHEDULE

Employee: _____ **Building:** _____

18.05 (A)

Horizontal Advancement (Appendix K)

1. Graduate level programs, or additional courses taken in the Employee's licensed content area, school administration, and/or educational pedagogy or courses taken within the college of education will entitle an employee to move horizontally on the salary schedule in accordance with the columns as defined in 18.04(B).

2. Any employee who achieves National Board Certification will be permitted to move one column horizontally.

3. The employee will provide satisfactory evidence of such completion to the employer. Satisfactory evidence shall be an official transcript or a letter of course work completion, issued by the appropriate institution or program.

4. Payment on the new column will be effective at the start of the contract year and will commence no later than the October 5th pay date provided the employer has been given satisfactory evidence on or before September 15th. This may require retroactive payment.

5. Employees may only move horizontally one (1) column per school year.

6. An employee shall advance horizontally on the salary schedule by successfully completing sufficient course work or a higher degree is earned from an institution accredited by the National Council for Accreditation of Teacher Education or a regional accreditation association.

It is the teacher's responsibility to ensure this form is completed and submitted along with the documents listed above on or before September 15th each year in order to be considered for advancement on the salary schedule.
I am requesting that the enclosed transcripts from the following universities be reviewed for advancement (list the names of the universities from which you are submitting transcripts below).

1. _____
2. _____
3. _____

I have earned additional education credits beyond my current degree to advance from

_____ to _____
(1, 2, 3, 4) (2, 3, 4)

I understand that it is my responsibility to ensure that all official transcripts are submitted to the Human Resources Office on or before September 15th for advancement on the salary schedule for that current school year. Requests for advancement received after September 15th will be held for the following school year.

_____ _____
Employee Signature Date

APPENDIX L

LOCAL SCHOOLS

PERSONAL LEAVE CONVERSION

Employee Name_____ Date of Request_____

Staff Assignment_____ Building_____

In accordance with Article 14.02(D), unused personal leave will be converted to sick leave at the ratio of 1:1, or unused personal leave will be converted to personal leave at the ratio of 3:1.

By completing this form, you are indicating that you would like to convert three (3) unused personal days to one (1) additional personal day for the upcoming school year.

If you do not have three (3) unused personal days, any days will be converted to sick leave at a ratio of 1:1. If you have four (4) unused personal days, three (3) may be converted to an additional personal day. The remaining day converts to a sick day.

_____ Please convert three (3) unused personal days to one (1) personal day for next year.

_____ _____

Employee Signature Date

This form must be submitted, by way of **email**, to payroll@lakotaonline.com **by 4:00 PM on June 15th.** Failure to do so will result in any unused personal days being converted to sick days.

APPENDIX M

TUTORS

1. The Board will hire hourly licensed employees as Tutors.
2. These Tutors will not be employees in the bargaining unit.
3. These Tutors will work no more than 25 hours per week.
4. These Tutors will be paid $32.00 an hour per section Appendix E of the Master Agreement.
5. These Tutors will be used for instructional purposes only.
6. These Tutors will not be used to replace any bargaining unit positions including but not limited to taking work for of any special services (music, art, physical education etc.)
7. If a tutor is concurrently working at least ½ time as a bargaining unit member in addition to working as a ½ time tutor they shall be considered full time employees for purposes of eligibility for insurance benefits.

APPENDIX N

COLLEGE CREDIT PLUS

- We will compensate employees who participate in the first year of College Credit Plus in Lakota Local Schools.
- Use current contract language to compensate the employees teaching at a nearby college.
- Employees selected will meet with representatives from the Curriculum and Instruction Department to establish the needs for training and curriculum development.
- Employees selected will participate in college level training and document hours during that training.
- Employees selected will document grades per the Lakota process and also in the college process as instructed.
- Employees required to attend meetings outside the workday will be paid based on the rubric in Appendix E.
- When an employee documents up to $600.00 in payment it will be paid to the employee once the stipend form is appropriately submitted to the Curriculum and Instruction Department for approval.