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MASTER CONTRACT

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16-MED-01-0049

Between the

**LORAIN CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

LORAIN EDUCATION ASSOCIATION

Effective August 1, 2016 through July 31, 2019

PROFESSIONAL RIGHTS
and RESPONSIBILITIES
of EDUCATORS

PREAMBLE

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nature of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The statement of responsibilities indicates the aspiration of all educators and provides standards by which to judge conduct.

Rights of Educators

As of April 1, 1984, the nature of the relationship between education employees, other public sector employees and their employers changed fundamentally. Implementation of the public employee collective bargaining law marked a milestone for the Ohio Education Association. The Association had been an integral part of the struggle to obtain a collective bargaining law since the 1960's. In essence, the law set forth rights for employees to organize, be recognized, and bargain with local school boards. Although it provided several means of revolving disputes, it also extended the right to strike the employees if a fair and equitable settlement could not be reached.

OEA won additional rights for beginning, non-tenured teachers with the passage of House Bill 330 in 1988. This new law established minimum evaluation and procedural due process rights for all non-tenured teachers in the state. The law guarantees that a teacher will be evaluated and assisted with teaching problems prior to a notice of non-renewal. Further, the law mandates that non-tenured teachers know the reasons for non-renewal, have an opportunity for a hearing before the Board of Education and may appeal violations of the evaluation procedures to the courts.

**To Protect Those Rights
Educators Have Certain Responsibilities**

One of the attributes that denotes a true profession is the voluntary adoption of standards of behavior and codes of ethics by the members. A professional code of behavior builds public trust and reduces the need for society to monitor the daily deportment of the members. Teachers reflect these standards in their behavior because they realize the special role educators play in the lives of individuals and their impact on society.

Classroom teachers want to constantly improve the quality of education and the people coming to the profession. The Ohio Education Association/National Education Association (OEA/NEA), speaking as part of the largest organization of classroom teachers in the world, wants to communicate the expectations of people who will teach in the classrooms today to people who will teach in the classrooms tomorrow. This inter-generational transfer of both knowledge and expectations will serve to improve the effectiveness of public education.

The educator shall:

- lead the student in independent pursuit of learning;
- provide access to varying points of view;
- make reasonable effort to protect the student from conditions harmful to learning or health and safety;
- respect the race, color, creed, sex, national origin, martial status, political or religious belief, family, social or cultural background, and/or sexual orientation of students;
- disclose all facts related top competency and qualifications when applying for a professional position;
- assist entry into the profession of individuals qualified in terms of character and educational preparation;
- work cooperatively with other certified teachers in the practice of teaching;
- consider information about colleagues obtained in the course of professional service to be confidential;
- base all professional conduct and decisions on information relative to sound educational practices;
- respect the basic right parents and students have to a safe school environment and sound educational program to the limit of the abilities and resources of the school district;
- recognize the right of parents to participate in the process of assessment, placement, and reassessment of a student placed in special educational programs;
- recognize the right of students and parents to due process when a school district makes a decision affecting individual students.

Lorain Education Association
an affiliate of the
Ohio Education Association
and the
National Education Association

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Master Contract
between the
Lorain Education
Association
and the
Lorain
Board of Education

Effective from

August 1, 2016
to and including
July 31, 2019

PREFACE

It is agreed by the Lorain Education Association and the Lorain City Board of Education that this Master Contract as amended in 2013 supersedes all previous negotiated agreements.

DEFINITIONS

“Administration” means Superintendent, Assistant Superintendent, Principals, Assistant Principals, and any other supervisory employees having the authority to recommend hiring, transferring, assigning, promoting, or disciplining members of the bargaining unit, and who are required to possess an administrative or supervisory certificate.

“Annual Salary” means the step and column on which the member of the bargaining unit is paid on the local salary schedule.

“Association” means the Lorain Education Association or the L.E.A.

“Bargaining Unit” means all regular full-time and regular part-time professional employees who work the regular teacher work year, including all elementary and secondary teachers, preschool and kindergarten teachers and/or magnet school coordinator replacements; adult educators, all permanent or per-diem substitutes, but excluding persons employed pursuant to O.R.C. 3319.02 (administrators, supervisors), and casual, temporary or day-to-day substitutes. During periods of posting, screening and interviewing, a substitute may be placed in a position until a final selection is made; such persons are not members of the bargaining unit. The employer recognizes that Association representation will include any newly created certificated positions as defined above. Except for Early College and PSEO programs, this definition shall not include professionals in programs sponsored by the employer where the student, whether a minor or adult, is taking classes for the purpose of obtaining a post secondary degree.

“Board” means the Lorain City Board of Education.

“Caucus” means a limited break in negotiations session of not more than thirty (30) minutes unless otherwise mutually agreed.

“Comparable” or Comparable evaluations” when used in this contract shall mean OTES final summative ratings of different levels being treated as if they were the same ratings. For continuing contract teachers, “comparable” levels are “Developing”, “Skilled” and “Accomplished.” For limited contract teachers “comparable levels are 1)“Skilled” and “Accomplished” and 2) “Developing”. Continuing contract teachers will have preference over Limited contract teachers. Within comparable ratings district seniority will be the next controlling factor.

“Conference Time” means scheduled time, not including the lunch period, to be used exclusively for planning, preparation and conference with the staff, students, parents, or SERB’s Bargaining Agent of Record.

“Consultants” are individuals who, due to special training, experience, and talents, have abilities to assist in clarifying points under consideration, and to assist in resolving misunderstandings.

“Counsel” means any person authorized by the Association and selected by the affected member of the bargaining unit.

“Daily rate of pay” is determined by dividing the annual salary of the teacher by the number of contracted work days.

Day” means a school calendar day for which teachers are compensated.

“Good Faith” means coming to the bargaining table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good Faith requires each party to react to the other’s proposals and give reasons for declining to accept proposals. Good Faith recognizes negotiations as a shared process and obligates the parties to abide by the terms of this Master Contract. Good Faith does not compel either party to agree to a proposal or require the making of a concession.

“Hourly rate” means the teacher’s daily rate divided by 8.

“Immediate family” means self, father, mother, brother, sister, spouse, child (including stepchild and/or foster child) mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and spouse’s grandparents.

“Immediate Supervisor” shall hold a certificated administrative position with the Lorain City Schools, such as: Superintendent, Director, Principal, Assistant Principal, or Instructional Supervisor and be limited to their area of responsibility.

“Negotiations period” means from February 1 to April 15, unless mutually extended.

“Teacher” or employee (or member) includes individuals or groups of individuals who are members of the bargaining unit.

“Parent” means any natural parent, adoptive parent, legal guardian, or de facto guardian of a pupil enrolled in the Lorain Public Schools.

“School Counselor” shall mean a person certified by the State of Ohio (and assigned to that position) for the purpose of guidance and counseling students.

“School nurse” means a certificated nurse with a baccalaureate degree.

“Specialist” shall mean any art, vocal music, instrumental music, junior high school librarian and physical education teacher that is assigned to teach in more than one (1) building. Assignment of itinerant shall be limited to two (2) schools per day with the exception of supplementals and instrumental music.

“Subject area” shall be considered as a division within the subject field(s).

“Subject category” shall be considered as the subclassification of a subject area.

“Subject field” shall be considered as a broad field of certification as recognized under state law.

“Supplementary enrichment programs” means field trips (scheduled by other than the participants’ classroom teacher) and bi-lingual, federal title, American Indian, speech therapy, ensemble and instrumental music, optional art, psychological testing, re-medial education, “reading-is-fundamental,” and career education program.

ARTICLE I – PHILOSOPHY

In order to secure for the people of Lorain a stable basis for harmonious and cooperative operation of the school system, the Association and Board consider this master contract fundamental.

- We acknowledge the value of diversity in the system's employment and pledge to use our mutual efforts toward an increasing number of minority faculty through the mentoring program and hiring practices.
- We acknowledge that in order for educational reform to take place, an enlightened approach to Board/Association relationships must exist.
- We acknowledge that service to students is foremost in our efforts and pledge our mutual energies to that end.
- We acknowledge that only through cooperative efforts to solve problems together will we succeed.

ARTICLE II – RECOGNITION & NEGOTIATIONS

2.01

The Lorain Board of Education, hereinafter "Employer" or "District" hereby recognizes the Lorain Education Association, hereinafter the "Association as the sole and exclusive bargaining representative, for the purpose of and as defined in Chapter 4117 Ohio Revised Code for all certificated employees (pursuant to O.R.C. 3319.09) who work fifteen (15) hours or more per week for the regular teacher work year, halftime kindergarten teachers and/or magnet school coordinator replacements; but, excluding school psychologist, adult educators, (who are not otherwise members of the bargaining unit), persons employed pursuant to O.R.C. 3319.02 (administrators, supervisors), and casual, temporary or day to day substitutes. During periods of posting, screening and interviewing, a substitute may be placed in a position until a final selection is made; such persons are not members of the bargaining unit. The Employer recognizes that Association representation will include any newly created certificated position as defined above.

2.02

Either the Association or the Board of Education may initiate negotiations in the year in which the agreement expires by letter of submission forwarded to the other party no later than April 15, outlining their intent to bargain as defined in Chapter 4117. O.R.C.

2.03

Within ten (10) working days of transmittal of said submission letter, the parties shall schedule their first negotiations sessions. At any negotiations session, either party may be represented by no more than five (5) representatives of their choice.

2.04

After sixty (60) calendar days from the first negotiations session, for those items not resolved, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for Mediation involvement, the other party shall join in a joint request.

2.05

Every proposal and counterproposal to modify the current agreement shall be presented in written form, specifying completely that to which agreement is sought.

2.06

The Board of Education and Association agree that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C.

2.07

Before any change in wages, hours and terms and conditions of employment, the parties agree that the Superintendent will meet with the Bargaining Agent of Record for the Association to discuss any proposed change. Nothing in this Paragraph will be construed as negotiations under the procedures in Paragraph 2.01 through 2.06 of the collective bargaining agreement.

2.08

The Board and LEA shall equally join in the production and distribution of copies of the Negotiated Agreement.

ARTICLE III – TEACHER RIGHTS AND RESPONSIBILITIES

3.01

New Teachers shall be provided a full orientation to Board policies and be provided a link to electronic files containing up to date Board policies.

3.02

At any hearing that foreseeably may become a matter of record, the teacher to whom the hearing pertains shall be entitled to counsel of the teacher's choice.

- A. Counsel may be present at any meeting between a teacher and an administrator where a teacher is to be disciplined.
- B. "Disciplined" shall be deemed to mean discipline imposed pursuant to Article 26.
- C. The teacher shall have the opportunity to have counsel of his/her choice present at the meeting; and if said teacher notifies the appropriate administrator shall also have the right to have counsel present.
- D. If counsel is requested, the meeting shall be scheduled at a mutually agreed time after the normal working day.
- E. For the purposes of evaluation, a teacher will not be entitled to have counsel present unless recommendation for nonrenewal or termination will occur from said evaluation.

3.03

- A. A member of the bargaining unit may respond in writing to critical material placed in the member's personnel file. The response shall be attached to the filed critical material.
- B. Any material critical of a teacher will be removed from the teacher's file eighteen(18) months

after filing if the teacher has taken the action necessary to correct the situation leading to the filing of such material. The Administration shall inform the teacher of the necessary corrective action. Should critical material not be removed after eighteen (18) months, the teacher shall be entitled to a written explanation from the Administration upon request.

- C. Anonymous letters or materials shall not be placed in a teacher's file or become a matter of record.
- D. A member of the bargaining unit may review the contents of his/her file upon request (with one (1) day's notice) except for confidential references used in conjunction with and prior to his/her employment. An LEA representative may, at the member's option, accompany the member in such review.
- E. No data may be physically removed from a teacher's file. Any material subject to inspection may be copied at the teacher's expense.
- F.
 - 1. No complaint lodged against a teacher will be considered unless the complaint is in writing and signed by the complainant.
 - 2. A copy of any complaint that may become a matter of record shall be forwarded to the teacher in person or by certificated mail within three (3) days of receipt of the complaint unless the complaint is received on a Friday or the day before a legal holiday. In such cases, it shall be forwarded within five (5) days of receipt.
 - 3. No complaint shall become a matter of record unless a hearing has been held with the teacher (with counsel if the teacher so desires) and the complaint is substantiated.

3.04

- A. Elementary classroom teachers may leave the classroom during scheduled visits by specialists, i.e., physical education, special area art, music teachers. The teacher is required to communicate with the specialist adequately to assure teaching continuity in the classroom.
- B. Should a specialist be absent, a substitute will be provided if available. A good faith effort shall be made to provide qualified substitutes.

3.05

- A. Daily scheduled conference time is guaranteed for all members of the bargaining unit.
 - 1. Each 9-12 teacher shall have a daily minimum of fifty-five (55) minutes of scheduled conference time, exclusive of the time before and after the student day.
 - 2. Each 7-8 teacher, and 6th grade teachers who are housed at a middle school, shall have a daily minimum of forty-five (45) minutes of scheduled conference time, exclusive of the time before and after the student day.
 - 3. Elementary classroom teachers shall have no less than three (3) forty (40) minutes and two (2) thirty (30) minutes of scheduled conference time weekly for no less than one hundred eighty

minutes (180) minutes of scheduled conference time a week. The scheduled conference periods are in addition to the time before and after the student day. There will be a scheduled conference period each day of the week. They shall also have thirty minutes (30) minutes of uninterrupted lunch during the student contact day. The Association shall inform the school management of any schedule which infringes on the thirty (30) minute duty free lunch period for correction forthwith. (See also Article 26.09 for update.)

4. Teachers and specialist teachers in magnet school programs shall receive conference time pursuant to Article III of the Negotiated Agreement. (See also Article 26.09 for update.)
5. Pre-Kindergarten/Kindergarten/Itinerant teachers will have six 30 minute conference periods per week with at least one conference period per day. This provision shall become effective in the 2005-06 school year for Pre-Kindergarten teachers. (See also Article 26.09 for update.)

- B. In the event the Substitute service is unable to provide qualified substitutes, then members of the bargaining unit may be requested to substitute for the absent teacher. If a member of the bargaining unit assumes responsibility for any additional duties, in lieu of substitutes, they will be compensated at a rate determined by the number of teachers involved divided into \$160. Such assignment will be voluntary.
- C. If the Administration requires a teacher to interrupt regularly scheduled classes or duties to perform under a supplemental contract, the Building Principal is responsible for coverage of the teacher's regularly scheduled classes or duties that are interrupted.

3.06

The parties agree that instructional efforts should be complemented by the District's counseling and special services which shall be fully available to all teachers.

3.07

All building personnel shall be advised of their respective responsibilities and limitations. These shall be made known to all building personnel.

3.08

A good-faith effort will be made to achieve mutual agreement between building principal, classroom teacher and program teacher in scheduling supplementary enrichment programs. No classroom teacher will unreasonably be held accountable for curriculum material missed by a participant in supplementary enrichment programs.

3.09

- A. Two (2) days shall be scheduled for parent-teacher conferences during the school year. One (1) of these days will be scheduled during the regular teacher's school day. The other conference day may be scheduled by the Administration at different hours than the teacher's normal workday. This other conference day may be scheduled by the Administration to begin at 6:00 P.M. and conclude at 9:00 P.M. the evening of the regular school day and continue the following morning. The parent-teacher conferences on the morning following the evening conference shall begin no earlier than 8:20 A.M. for K-8 buildings and no earlier than 7:55 A.M. for high schools. These morning conferences shall conclude no later than 11:00 A.M.

- B. Substitutes will be provided for Kindergarten teachers for one (1) day during the week of the first parent-teacher conference of the school year to allow teachers the opportunity to schedule a conference with the parents of all their students.
- C. Teachers shall not be required to schedule conferences for all students nor required to schedule conferences before or after normal workday or conference day hours.

3.10

The Board will comply with Ohio School Foundation Law with respect to Educational Service Personnel (which currently provides (a) that the District will employ a ratio of at least five (5) full-time equivalent Educational Service Personnel per 1000 ADM and (b) that persons considered to be Educational Service Personnel shall hold a properly validated teaching certificate in one of the following areas of specialization: (1) school nurse; (2) educational media specialist/librarian, (3) school counselor, (4) visiting teacher, (5) art, (6) music, and (7) physical education.) Consistent with overall needs of the District, the Board will comply with minimum state standards of the State Department of Education with respect to employment of such personnel.

3.11

Upon request, efforts shall be made to provide teachers who handle the mainstreamed students with appropriate counseling, advice, and materials needed by the student and/or teacher.

3.12

Teachers will not be expected to hold “spur of the moment” conferences with parents.

3.13

If a handicapped student in a regular classroom setting disrupts the education of other students, the teacher may request additional testing or other evaluation of the disruptive student and an effort will be made to comply with the request.

3.14

Teachers in magnet schools will not have a dress code different from the other teachers.

3.15

If teachers are requested to assist in the selection of students for magnet programs, they shall be given all necessary information detailing individual student ability (achievement test scores, etc.) and magnet program requirements, if such information is available at least one (1) month prior to the date when the names of prospective students are due. If all information is not provided, teachers will not be required to make recommendations.

3.16 Members of the bargaining unit will not be required to take magnet school or International Baccalaureate teaching positions.

3.17

Teachers in the bargaining unit may be requested, but not required, to attend school functions, field trips, or camping trips beyond the normal school day, on weekends, or beyond the regular school calendar year.

3.18

Liability Protection

- A. The Board of Education shall provide for the defense of a member of the bargaining unit in any civil action or proceedings in any state or federal court arising out of any alleged act or omission in connection with a governmental or proprietary function which occurs or is alleged to have occurred while the employee was acting in good faith and not manifestly outside the scope of his/her employment or duty. The duty to provide for an employee's defense required by this section shall not arise when the civil action or proceeding is brought by or on behalf of the Lorain Board of Education.
- B. The Lorain Board of Education shall indemnify and hold harmless all members of the bargaining unit in the amount of any judgment, other than punitive damages, obtained against any such employees in any state court, federal court, or as a result of a law of a foreign jurisdiction, provided that the act or omission connected with either a governmental or proprietary function from which such judgment arose occurred while the employee was acting in good faith within the scope of his/her employment or duty. This duty to indemnify and hold harmless or pay prescribed by this subdivision shall not arise if the injury or damage resulted from the employee acting or failing to act with malice of purpose, in bad faith, or in a wanton and reckless manner, and/or if a statute specifically imposes liability.
- C. The Board of Education further agrees not to enter into any consent judgment or settlement of claim unless the member of the bargaining unit has given express written consent to the same. Nothing herein shall be construed as limiting the Board's authority as a party defendant to settle, compromise, and dismiss claims filed against the Board of Education.
- D. The Board of Education further agrees that should there be any claim or liability or damages against any member of the bargaining unit pursuant to Ohio Revised Code 2744, that said employee shall have the right to employ co-counsel, at the employee's cost, in any and all actions to defend his or her interests.
- E. The Board further agrees that any member of the bargaining unit shall have the right to be represented by an attorney of his or her choice and expense at any meeting between the Board Attorney representing the Insurance Company Representatives, the Attorney representing the Insurance Company and/or the Board of Education, any deposition relevant to the claim of liability or damages, any meeting between the Board of Education and the person claiming any alleged act or omission in connection with any liability suit.
- F. The Board further agrees that none of the materials, excluding incident reports developed by the Administration, relevant to any claim or damages, or allegation or admission of wrongdoing will be placed in the employee's personnel file and further that no records of relevancy to any employee's alleged culpability in any liability claim may not be made part of any employee personnel records or utilized in any way that will adversely impact on the employee's wages, hours, or terms and conditions of employment at the time the complaint is filed or at some future date after the complaint has been filed.
- G. The Board further agrees that there will be no media release regarding any liability suit which involves the alleged act or omission of a member of the bargaining unit and that any publicity or media release will require the express written concurrence of the member of the bargaining unit

involved.

- H. The Board of Education agrees to provide any member of the bargaining unit with sufficient time to secure professional advice before he or she is required to file a written accident report or to give an oral account to the employer or anyone else of the incident that could result in a claim of liability. The Board further agrees that the employee shall have the right to representation of his/her choice at any meeting involving any such complaint or incident that could result in a claim or liability.
- I. The Board should provide adequate release time for any employee that is required to attend any deposition, any pre-trial hearing, and any or all state and federal court hearings involving any and/or all claims of liability. The Board of Education agrees that such release time will not result in the employee's loss of wages or deduction from any Board approved leave.
- J. The Lorain Education Association will encourage all members of the bargaining unit to cooperate with the Board of Education in any defense to all claims of liability.
- K. The Lorain Education Association agrees to allow the Lorain Board of Education to purchase liability coverage in the amount of as least \$1,000,000 per occurrence/\$5,000,000 aggregate from the Nationwide Insurance Company. The Association and the Board further agree that if it becomes necessary for the Board to change carriers, the Board shall notify the Association and provide a copy of any and all new policies to the Association.

3.19

Prior to establishing any program where a non-certificated, non-bargaining unit member works with students, the Association will be consulted regarding purpose and procedures.

3.20

If the Lorain School District receives MRDD students, the administration and LEA shall immediately meet to negotiate the responsibilities of the teacher as it relates to medical procedures and hygiene activities. If the parties fail to reach agreement, the parties will use the FMCS. When an agreement is in place it shall be effective immediately.

3.21

Each elementary building will reach consensus on the best possible place and procedure for the breakfast program.

3.22

All teachers shall dress in a professionally appropriate manner.

3.23 Teachers will update student's assignments and grades in the district provided computerized grade program for the purpose of parent review. Grades will be entered as often as practicable to reflect a student's ongoing academic status.

3.24 Teachers will make at least 10 parent positive student performance contacts per full academic month as practicable. These contacts may be in any form (verbal or written). If a teacher requests it the District will provide adequate resources to accomplish this such as postcards, postage, phone access or other similar materials and services. Teachers will be

required to provide evidence of these contacts with a 5 day notice as practicable. The purposes of providing evidence will only be for: compliance for state and federal funding; state review; Lorain Academic Distress review; or other similar requests.

ARTICLE IV – ASSOCIATION RIGHTS AND PRIVILEGES

4.01

- A. The Association and its representatives shall have the right to use school building facilities free of charge when not in use. If additional custodial service is required, the Board may make standard charges as provided in the Building Use Policies.
- B. The Association or the LEA's Bargaining Agent of Record may conduct Association business on school property if such business does not interfere with or interrupt normal school operations.
- C. The Association or the LEA's Bargaining Agent of Record may have direct contact with bargaining unit members as long as such contact does not interfere with or interrupt the member's duties.

4.02

The Association shall have the right to use school equipment on school premises for Association purposes when such equipment is not otherwise in use. Supplies for such equipment will be furnished or paid for by the Association. The Association shall pay the cost or repair or replacement of equipment damaged while performing Association business.

4.03

Separate bulletin board space shall be designated by the Administration in each building for general use by the Association. Such space shall be located in an area readily accessible to and normally frequented by teachers.

4.04

- A. The Association shall have use of the school mail service and teacher mail boxes for Association approved materials. However, mail service boxes shall not be used for the distribution of campaign materials of individuals seeking public office.
- B. Exclusive recognition shall entitle the LEA to the right to organization announcements in faculty meetings and faculty bulletins to teachers.

4.05

The Association President and designated members of the bargaining unit shall be provided with a two hour time period on the first day of the orientation program to meet with new teachers and distribute information.

4.06

- A. The Board shall provide up to five (5) days per school year for members of the bargaining unit duly elected to state, regional, or national offices of LEA affiliated organizations to attend the meetings of these organizations without loss of pay. Beyond these five (5) days, a member(s) may attend meetings of these affiliates at no loss of pay provided that the affiliate reimburses the Board for cost of the substitute to a maximum of twenty (20) days.
- B. The Board shall provide up to fifteen (15) days per school year in which duly authorized LEA

delegates, without loss of pay and with substitutes provided at Board expense, shall be permitted to attend OEA conventions.

- C. Under this section, should more than one (1) member of the bargaining unit be absent to attend meetings or conventions on the same day, the number of allowed days exhausted will equal the number of members absent on that day (for example, should ten (10) members attend an OEA convention on the same day, ten (10) days will be counted.)

4.07

The Association President shall be entitled to copies of the packet of materials identical to that which the board receives 24 hours prior to each Board meeting except for confidential materials.

4.08

On committees involving members of the bargaining unit and the Administration:

1. Participation shall be voluntary;
2. Committee membership shall include at least as many teachers as non-teachers (provided a sufficient number of volunteers exist).
3. If a teacher does not show up to a properly scheduled meeting, the committee shall have the right to conduct its business anyway.

4.09

Only those individuals specifically authorized by the President of the LEA may represent the positions or policies of the LEA. Such authorization must be in writing and addressed to the Superintendent.

ARTICLE V – EMPLOYMENT PRACTICES AND CONDITIONS

5.01

Every effort will be made to employ teachers who hold at least a bachelor's degree from an accredited college or university. Employment of teachers holding "temporary" certificates will be avoided, if possible.

5.02

- A. Should the Board request or require a teacher to undergo a medical examination, the teacher may: (1) request an examination by the school physician at the Board expense, or (2) receive an examination by the teacher's personal physician at the teacher's expense. The results of an examination, or an alternate examination if so desired by the teacher, shall not be released except as they relate to the teacher's ability to perform contractual duties or as may be required by law.
- B. An opportunity for required health examinations or vaccinations shall be provided to members of the bargaining unit without cost. A member may elect to pay the cost of a private examination or vaccination in which case the member shall verify completion of the examination to the Administration.

5.03

A pregnant teacher may continue to teach, as determined by her physician, contingent upon regular attendance and satisfactory performance of duties.

5.04

The titles “school counselor” and “visiting teacher” shall be given only to those so certified by the State of Ohio. All other titles for District personnel shall be consistent with Section 3319.22 of the Ohio Revised Code.

5.05

The Association’s Bargaining Agent of Record may inspect any and all tests used by the Board of Education in selection of new or prospective teaching employees. The Board of Education will also permit the Bargaining Agent of Record to inspect any subsequent amendments, changes, or additions to such tests. The parties agree that the test(s) shall not be removed from school premises, photocopied or disclosed with specifics by the Bargaining Agent to any other person(s).

5.06 Drug-Free Workplace

1. The Association and the Board agree that in accordance with the Drug Free Workplace Act (41 USC 701) it is their intent to maintain a drug-free workplace. No employee of the Lorain City Schools while on school premises or as part of any of his/her activities shall unlawfully possess, use, or distribute illicit drugs, controlled substances, or alcohol.
2. This article does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts or sale or dispensing drugs or alcohol to minors shall be exempt from this article and shall waive rights under Articles X, XXII, and XXIV of the negotiated agreement enabling personnel action to be taken within the limits of the law.
3. “Workplace” is defined to mean the site for the performance of work done in connection with employment. The workplace includes any school building, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district.
4. Any discipline imposed for a violation of this Article shall be in accordance with Article XXVI, Progressive Discipline.
5. In appropriate circumstances, an employee shall be referred to intervention/rehabilitation opportunities available through the Employee Assistance Program.

5.07 Sexual Harassment

Sexual harassment is governed by Federal Law. Any discipline imposed related to a sexual harassment incident shall be in accordance with Article XXVI – Progressive Discipline.

ARTICLE VI – TEACHER ASSIGNMENTS

6.01

- A. Subject to 6.01 C, salary notices and contract forms for the next school year will be sent to all teachers by June 30 with tentative specification of building or home base, teaching level and/or subject area. After August 15, the above assignment specification shall be firm and only demonstrably necessary changes may occur.
- B. Limited supplemental contracts will automatically expire at the end of each school year and no additional written notice will be needed.
- C. In any year when the Board has notice to the LEA of an intended RIF of 25% or more of the bargaining unit prior to June 10, instead of the notification in 6.01 A, Human Resources shall send one notice by July 31st (in the summer after the RIF Notice to LEA) delineating both the salary and the final assignment, specifying Building, plus exact grade level and/or subject area(s).

6.02

- A. Inner-school travel by teachers assigned to more than one (1) school will be minimized to the extent practicable.
- B. A teacher who teaches in more than one (1) school per day shall be compensated for the distance traveled at the IRS approved rate at the time of district-wide implementation.

6.03

No kindergarten through sixth grade classroom teacher housed in elementary buildings will be required to perform “lunchroom duty”, but if unassigned for a block of time, he/she may be asked by the Building Principal to volunteer to help in an emergency with lunchroom duty.

6.04

Notwithstanding the requirements of Article XI, the superintendent or his designee may change a teacher’s classroom or building assignment provided that the teacher is given at least 48 hours written notice of the change which shall include an explanation and reasons for the change. The District shall assist the reassigned teacher if the reassignment requires a move to a new building after the start of the school year. The Superintendent shall provide the LEA President with a copy of the written notice.

6.05

A teacher may leave the school building: (a) during a conference period if approval is secured from the building principal or his/her designee; (b) during the duty-free lunch period after notification to the office of such absence.

6.06

After careful study to insure efficient and economic utilization of teachers, a list of nonteaching assignments will be made available to the LEA President by upon request and within two (2) weeks, and after any subsequent changes of teacher assignments. Recognizing that teachers’ primary commitment is to classroom matters, assignment of teachers to patrol corridors and restrooms will be avoided whenever possible and except where it is necessary.

6.07

No teacher in the senior high school shall be required to have more than three (3) distinct course preparations per day. No teacher in the junior high school shall be required to have more than four (4) distinct course preparations per day. It is understood within the meaning of the foregoing that a teacher may agree to additional course preparations, and that the above does not apply to special education classes and compensatory program teachers and such other special areas. Teachers teaching under a block schedule shall be assigned no more than three distinct course preparations per year unless the teacher agrees in writing to the additional course preparations. High school teachers who elect to teach an extra block course shall receive an additional \$6,500 per semester or pro rata fraction thereof. High school teachers who elect to teach an extra course shall receive an additional \$4,000 per semester or pro rata fraction thereof.

ARTICLE VII – SPECIALIST TEACHERS

7.01

Specialists shall have the same work day length as the classroom teachers in the building to which they are assigned.

7.02

Specialists shall have a classroom that is reasonable for the subject taught and number of students.

7.03

Specialists shall be provided adequate, secure storage facilities in each building to which they are assigned.

7.04

Specialists shall be permitted the use of a desk, chair and filing space in the building at which the majority of teaching time occurs.

7.05

“Home Base Building” shall refer to the building at which the itinerant teachers spend the majority of their teaching time. If a teacher spends an equal amount of time in two (2) buildings, the Home Base will be the building at which the teacher works on pay day. If there is an itinerant who is assigned equally to two (2) buildings and is in both of those buildings on pay day, then the administration will designate one (1) of the two (2) buildings as the Home Base. Home base building assignment changes will not be arbitrary or capricious.

7.06

Specialists positions will be posted by base building with other building assignments listed when known and by teaching assignment, e.g., vocal vs. instrumental. It is understood that assignments could change. Each position will have a home base building and, excluding instrumental music, no more than four (4) other buildings per assignment. The Superintendent may change yearly no more than three (3) buildings per itinerant.

7.07

Excluding supplementals, a Specialist who teaches in more than one (1) school per day shall be compensated for the distance traveled at the IRS approved rate at the time of district-wide implementation.

7.08

Specialists, with the exception of physical education, will not be assigned to lunchroom duty.

7.09

Specialist teachers will have at least a 45 minute conference period per day.

7.10

Two (2) committees, one entitled "High School Band director Committee" and the second entitled "High School Choir Director Committee" shall be established. These committees shall consist of all the band, choir, and orchestra instructors in the system who are not actively vying for one of the High School positions and three (3) administrators assigned by the Superintendent. Each committee will have final determination in awarding bids for and/or initial employment of the High School Choir Director and the High School Band Director positions. The authority of the committees will be restricted to four (4) positions – two (2) at each of the two (2) high schools in the system. The teacher delegates to these committees shall have three (3) votes and the administration's delegates shall also have three (3) votes. All votes will be by secret ballot and the decision of this committee will be forwarded immediately to the Superintendent so that he can make assignment or nominate new employees in accordance with the decision of the committee. If the committee's consideration is to award a bid on a posted position and they fail to do so, the position will be filled by a new hire. Any consideration of new hires will need the final determination of the aforementioned committees.

7.11

Specialists will have a reasonable amount of time to move from one class to another as determined by the building principal.

ARTICLE VIII – OTHER TEACHING ASSIGNMENTS

8.01

- A. Positions in summer school will be filled first by regularly employed teachers, **unless the teacher is rated ineffective**. Where there is more than one (1) applicant, the appointment will be determined by which teacher most recently taught the subject or grade level offered. If the teacher who most recently taught is not interested or available for the position, the appointment will be made on the basis of **comparable evaluations**, certification or training as necessary. Where there is more than one teacher who most recently taught applying, then **comparable evaluations** shall control. **If no qualified regularly employed teachers are available, the board shall have the option of hiring a qualified teacher from outside the district.**
- B. Summer school teachers shall have access to audio-visual aids and off other supplementary materials that would normally be available during the regular school year.
- C. Subject area opening for summer school shall be posted in each building as early as possible. Applications must be submitted within five (5) working days of posting. Applicants will be notified of the action taken of their applications as early as practicable.
- D. **In the event the Board decides to offer summer enrichment programs or extended learning opportunity programs, the positions shall be filled in accordance with Paragraph A above and their implementation, compensation and benefits shall be negotiated with the LEA.**

8.02

All teachers working in educational programs/positions funded by Federal or State grants shall meet the mandatory qualification requirements of the funding source. Positions will be posted for the required five (5) day period.

8.03 All openings for home instruction shall be offered to the teacher who has the absent student during the regular school day, **unless the teacher is rated ineffective**. If such teacher should decline to provide home instruction for the absent student, the position shall be offered to the other teachers in the same building as the declining teacher, by posting the opening in such building. Where there is more than one (1) applicant, qualifications being substantially equal, **comparable evaluations** shall control. If there are not applicants for such opening, the position shall be posted in each building, and **comparable evaluations** shall prevail.

8.04 Curriculum Writing

- A. Notices of the need for curriculum of course of study writing services shall be posted for one (1) week (five [5] working days) during the regular school year. Curriculum writing will be filled by administrative appointment. Those teachers interested shall apply in writing to the listed administrator. The final selection of writer(s) from among the applicants shall be reserved to the administration. Those teachers who are selected for Curriculum Writing shall be compensated at the Hourly Rate found in Section 29.05.
- B. Payment (less the usual deductions) for these services shall be made at the next regularly pay period after timely submission of a time card by the bargaining unit member.

8.05 Highly Qualified Teacher Requirements

- A. The Association and District recognize that state and federal regulations require teachers to be certified as "highly qualified" (HQT) for funding of various programs. The District shall review all personnel files of teachers and notify them if the District does not have sufficient information to demonstrate that the teacher is HQT. Upon receiving such notice from the district, the teacher and the district shall work cooperatively in a timely fashion to demonstrate the teacher's HQT status.
- B. HQT cannot be a requirement of factor for RIF and recall, except in the case that the next teacher to be recalled is not HQT for the open position. In that case only, the Superintendent or Superintendent's designee shall meet with the LEA President and Vice-President to determine which least senior teacher who is HQT for the open position shall be involuntarily transferred to the opening in order to allow the recalled teacher to be placed in a position for which she/he is HQT.
- C. If a teacher cannot demonstrate HQT status in his/her current position, he/she will be given until July 31, 2012, to attain HQT status with all coursework reimbursed under the provisions of Article XXXII-Tuition Reimbursement. A teacher may not bid on and shall not be transferred or reassigned to a position for which he/she cannot demonstrate HQT status for that position.
- D. For the purposes of this contract, the definition of HQT shall be as established by the Ohio Department of Education and Federal Regulations in effect on 8/1/2010.

8.06

Bargaining unit members assigned to Early College High School will be evaluated using the negotiated instruments (Appendix S-1 through S-7) and follow the procedures in Article XI.

8.07 Credit Flexibility

The Board shall cooperatively with the LEA create a Credit Flexibility Plan in accordance with state law. After the committee completes their task any changes in working terms and conditions will be negotiated under this agreement. When the Committee reaches agreement the completed plan shall be presented to the Board. If the Committee does not reach agreement by July, 1, 2011, then the Board shall make the final decision. The teacher of record must be a certified bargaining unit member.

ARTICLE IX – FACILITIES

9.01

- A. The Board shall provide each student with an individual copy of all textbooks (or a copy on his/her netbook) which, in the judgment of the professional staff, such students will need in assigned classes. Should prescribed textbooks (netbook copies) or materials be unavailable, the Board, at its expense and subject to prior approval by the building principal, shall assist the teacher in obtaining those interim materials which are reasonably necessary.
- B. Textbooks (or netbook copies of textbooks) and related materials shall be reviewed every four (4) years by a textbook selection committee. Should a majority of the committee so decide, a new or revised adoption of textbooks and related materials shall be recommended to the Board.
- C. The Board will provide each teacher with a teacher's manual, if published or printed, for all texts (or netbook copies of texts) and materials in his/her assigned subject areas.

9.02 The Board shall make available to each school:

- A. A room designated as a teachers' work and/or lunchroom. Teachers may have coffee-making, soft drink, and other types of food dispensers in this room. Any related expenses will be borne by the teachers of each building. Type, number, and location of machines will be determined by the Principal and his/her Advisory Council in each building. Any profits will be at the disposal of the Principal's Advisory Council.
- B. When existing building design and occupancy permits, work and lunch facilities shall be located in two (2) separate rooms.
- C. Separate restrooms shall be designated for male and female teachers in each building.
- D. A telephone for the professional use of staff shall be available in each building in a location which is convenient to teachers and ensures reasonable privacy.
- E. Special subject area teachers shall be provided adequate, secure storage facilities in each building.
- F. Adequate, secure storage facilities in which teachers may store instructional supplies shall be provided.

- G. Storage space with an operative lock shall be provided for each member of the bargaining unit, upon request.
- H. Each teacher shall be provided with a desk, chair and space for storage of files for the teacher's use in the teacher's home base. Teachers whose services are rendered in more than one (1) building shall be permitted to share in the use of a desk, chair and filing space in each building in which they are teaching.
- I. Each school shall have adequate parking facilities adjacent to the school for the use of the staff. These facilities will be kept reasonably cleared of debris, snow, glass and other obstacles.
- J. Resource material shall be available to all teachers and kept in teacher work areas or in the library.
- K. Lunchrooms will be cleaned by the custodial or non-certified staff as soon as practicable after the lunch period.

9.03

Consistent with existing security agreements, and upon prior request being made to the building principal or assistant principal, a member of the bargaining unit shall be issued an outside door key for a limited period of time as agreed by the teacher and the building principal or assistant principal.

9.04

Each school shall have an adequately equipped Health Room. The Board shall maintain in a central location an inventory of supplies which will be mutually agreed upon and available to nurses upon request.

9.05

The LEA and the Board agree to develop guidelines and procedures for implementation to insure smoke-restricted workplaces. Such guidelines and procedures shall be implemented upon a consensus of any site-based management committee.

9.06

Teachers will be notified of new students in advance of their arrival.

ARTICLE X – EVALUATIONS

10.01 Lorain Ohio Teacher’s Evaluation System (LOTES) Committee

- A. A committee shall be established within 30 days of the ratification of this contract to be known as the Lorain Ohio Teacher’s Evaluation System (LOTES) Committee.
 - 1. The LOTES Committee shall have eight members be composed of four (4) members appointed by the LEA and four (4) members appointed by the Superintendent. The Superintendent shall serve as a ninth ex-officio member. The Superintendent shall have a vote only in the event that a majority of LOTES cannot agree on an issue involving an appeal by a teacher regarding the evaluation process for that teacher.
 - 2. As to policy changes for the evaluation procedure, a three fourth (3/4) vote shall be necessary to make a change or a recommendation for a change.
 - 3. The chairperson for LOTES shall alternate between a LEA representative and an administrator each year. A LEA member shall be the first chairperson.
- B. The LOTES Committee shall have the responsibility to review and establish new standards for teachers as well as new procedures for evaluations, including standards and procedures which are mandated and to hear and decide appeals from teachers regarding their evaluation or the procedures leading to an evaluation.
- C. To the extent practicable, the LOTES Committee shall, after its creation, develop standards and procedures for evaluating specialists, pre-school teachers, academic coaches, speech pathologists, guidance counselors and other positions within the LEA bargaining unit for which standards and procedures have not been developed or mandated.
- D. Mandated changes to the evaluation procedure shall be reviewed and approved by the LOTES Committee. Discretionary changes may be recommended, but are subject to approval by the LEA and the Board.

10.02 LOTES Handbook

- A. Attached hereto and incorporated herein by reference is a policy and procedure handbook establishing professional standards and evaluation procedures for members of the LEA bargaining unit.
- B. The standards and procedures set forth in the LOTES Handbook shall apply to all bargaining unit members and shall be changed only in accordance with the provisions of section 10.01 or where required by state law or ODE regulations. All bargaining unit members shall be notified in writing about any changes to the LOTES Handbook and where necessary training shall be provided by the District regarding such changes.

ARTICLE XI – TRANSFERS

11.01 Involuntary Transfers from Building

- A. The Superintendent may involuntarily transfer a teacher for demonstrable reasons that can be shown to be in the best interest of the school district. Such transfers shall be made by the first day of the teacher work year.
- B. The transfer will be made only after discussion with the affected teacher, with reason for the change given in writing.
- C. The affected teacher shall be given an opportunity to discuss available positions for which the teacher may qualify.
- D. District-wide seniority shall control who shall be transferred out of a building when such transfer is necessitated by changes in student enrollment.

11.02 Voluntary Transfers from Building

- A. Teachers whose positions **are eliminated the previous year** due to program funding and/or student enrollment shall be reassigned to the position if the position is reinstated, (or any position that may become available or vacant in the same building for which said teacher is qualified).
- B. All bargaining unit positions which occur shall be posted electronically for a period of five (5) calendar days (excluding weekends and holidays) if two (2) weeks written notice has been provided to the Director of Human Resources Office.
 - 1. All bargaining unit positions which occur after April 30th and before July 31st will be posted electronically for a period of five (5) calendar days (excluding weekends and holidays). For purposes of this provision (Paragraph #1), bargaining unit positions which occur shall be defined as: (a) new positions; (b) positions vacated by a teacher successfully bidding into another position; (c) positions open due to retirement, resignation, death, RIF; or (d) positions open due to involuntary transfer. This provision shall, in no way, limit the authority of the building principal to reassign staff in the building prior to posting the position. Any teacher who disagrees with the reassignment may opt to be placed in the unassigned pool within five (5) days of the reassignment.
 - 2. No posting will be amended/withdrawn without prior communication with the LEA President. Electronic communication shall be sufficient notice.
 - 3. Vacancies which the Board intends to fill shall be posted within two (2) weeks of the event that creates the vacancy, unless within five (5) working days the Board gives written notice to the LEA President with rationale for not filling the position.
 - 4. Any Board of Education created position after July 31st and before September 1st shall be posted, except for those positions where federal and/or state funding approval has been delayed. Board created positions not posted because of delayed funding approval shall be

posted for the next succeeding school year.

5. Changes in K-6 grade levels within the building will be limited to one (1) grade level above or below the current assignment, except for good cause. In grades 7-12, teachers must be notified of new subject areas, classes or courses they shall be teaching within ten (10) working days of the start of a semester, except when unforeseen circumstances require shorter notice.
 6. Uniform job postings, including announcements of available supplemental assignments, will be posted on the LEA bulletin board in each building.
 7. The postings required by Section B1 of this Article may occur during the time period from May 15th through April 15th of the relevant year.
 8. All bargaining unit positions, which come open after the first day of August and through April 30th of the following year, shall be posted for a period of five (5) calendar days in the first posting after May 15th. For purposes of this section, an "open" position shall be defined as: (a) new position, except those bid and filled after July 31st and before September 1st of that year; (b) positions vacated by a teacher, who successfully bids into another position; or, (c) position created by retirement, resignation, death, RIF, or involuntary transfer.
- C. Vacancies will be posted on the basis of certification/licensure. Supplemental contracts may be included in the position for head coaching positions for football, baseball, basketball, volleyball and wrestling.
1. The unassigned pool will be made up of those staff members placed on unassigned status by the administrator and those staff members who request a transfer to such status by May 15th of each calendar year.
 2. **Comparable evaluations**, certification/licensure, individual teacher preference, and supplemental (where applicable) will determine the filling of all posted vacancies.
 3. Notification of vacancies shall be forwarded to the LEA president, thereby constituting the position having been posted. The posting of each vacancy shall include:
 - a. Certification/licensure
 - b. Building of assignment
 - c. Subject and/or grade level
 - d. Deadlines for application; and
 - e. Supplemental (where applicable)
 4. Members of the bargaining unit assigned to a posted vacancy will not be involuntarily transferred for a period of one (1) school year except for the purpose of racial balance or to recall teachers from the Reduction in Force (RIF) list or to prevent a RIF of a more senior teacher, if it is the only position for which the intended RIF teacher is certified.
 5. Members of the bargaining unit awarded a posted vacancy with a supplemental required

shall not resign the supplemental for one (1) year. Postings will be done in one (1) of three (3) ways:

- a. Certification/Licensure only
English; Building
- b. Certification/Licensure and Supplemental Required
English and Football Coach; Building
- c. Certification/Licensure and Supplemental Preferred
English (Football Coach Preferred); Building

11.03

The Administration agrees that an applicable Supplemental may be included in a posting (B above). C indicates a preference (but not a requirement) for a Supplemental.

11.04

If a Supplemental is required (B above), but no one is willing to fill it (internal or external), the position will be reposted so that the position may be filled pursuant to the posting.

11.05

Any position posted which is later withdrawn by the Administration shall be reposted before the position may be filled by an outside candidate. No posting will be amended or withdrawn without communications with the LEA President.

11.06

In situations where the Superintendent involuntarily transfers of an entire grade level(s) from one building to a neighboring "paired" building, the bargaining unit members affected may exercise any one of the following options:

- A. To stay in the building to which they were assigned prior to the Superintendent involuntary transfer action and be reassigned to a grade level which will be maintained at that building.
- B. To be assigned to the building where their current grade level is being moved, **subject to the provisions of 11.01 D** to 11.01(D) seniority transfer provision, and with the understanding that no precedent is set for transfers in other situations where 11.01(D) would be followed.

11.07

If any of the affected buildings become overstaffed because of the options exercised by bargaining unit members listed in 11.06 above, the least senior bargaining unit member(s) shall be involuntarily transferred or will be on available positions.

11.08

Teachers who are involuntarily transferred will not be involuntarily transferred again for a period of one (1) school year except for the purpose of racial balance or to recall teachers from the Reduction in Force list.

11.09

Positions in College and Professional Pathways which require employment in the position prior to receiving certification will be assigned on the candidates' ability to receive said certification and that the only preference to the certifiability will be given to those who will require the shortest use of temporary certification. In the case of more than one (1) applicant for the posted position, with equal certifiability,

seniority, past teaching experience, and individual teacher preference will determine the filling of the vacancy.

11.10

Whenever a member of the bargaining unit bids on a job as posted in accordance to Article 11.02(B) and (C) by the Board of Education, that individual will be notified of the disposition of the bid within **five (5)** days of the aforementioned posting.

11.11

The Administration may, in a unified posting, list a supplemental contract vacancy for an extra duty assignment with a regular teaching vacancy. However, teachers will not be precluded from applying for the regular teaching vacancy, except as noted in 11.03C, if they are unwilling or unable to accept and perform the supplemental contract for extra duty assignments.

11.12

The Board of Education agrees that inter-building transfers of Title teachers will be made by transferring the least senior teacher or teachers. The newly created position in a different building will be posted and assigned through bidding.

11.13

The Board of Education will not delay until August the posting of positions created by involuntary or voluntary transfers.

11.14

Upon request by the President of the Association, the Office of Human Resources will verbally disclose the names of teachers who bid on a particular position or positions and did not receive such position or positions.

ARTICLE XII – PROTECTION OF TEACHERS

12.01

The Board and Administration shall give all reasonable support and assistance to teachers with respect to maintenance of classroom control and discipline in accordance with the laws of Ohio.

12.02

The Board fully supports the prosecution of one who attacks a teacher in the course and scope of the teacher's employment. A Central Office representative and Board attorney will be available to an attacked teacher for consultation and advice.

12.03

- A. Any teacher who is attacked or whose personal property is destroyed or damaged in the course and scope of the teacher's employment shall make an immediate report (if possible) and shall file a written report (as soon as possible) with his/her principal.
- B. The Principal (or Principal's designee) shall make every effort to obtain written statements from any witnesses to such attack or destruction of personal property which shall be immediately forwarded to the Superintendent and Board, with copies furnished to the attacked teacher unless privileged by law. Receipt of these statements by both the Superintendent and Board shall be

acknowledged promptly in writing by the Superintendent to the LEA President with a written follow-up of any proposed action.

12.04

In cases where legal action ensues, the Principal or Assistant Principal, as agent for the Board, will co-sign the complaint in appropriate cases.

12.05

The Board shall act in a reasonable prudent manner to provide for the safety of teachers' persons or property while on school premises.

12.06

Teachers whose vehicles are vandalized on school property shall be entitled to a payment of up to \$250 upon the filing of an affidavit with the Office of Human Resources.

ARTICLE XIII – TEACHER AUTHORITY

13.01

Goal: Efforts to deal with pupil behavior in schools are directed to a higher goal than control of conduct in classrooms, halls and grounds. That goal is the learning of adequate pupil self-direction and control within the framework of what society has defined as acceptable behavior. Effective classroom teaching is dependent upon such teacher control of the classroom.

13.02

Disruptive Behavior: For the purposes of this article, disruptive behavior shall be defined as that behavior which causes the normally expected effectiveness of the teaching program to be jeopardized either in the classroom or on the school grounds.

13.03 Teacher Rights:

- A. The teacher shall have the right to punish pupils in the manner prescribed by the manual of "Rules and Regulations" for acts which are detrimental to the good order and the best interest of the school, due to any breach of rules or regulations.
- B. Such punishment must be reasonable and confined within the grounds of moderation. The punishment, therefore, must not be cruel or excessive, and the teacher must not act wantonly or from malice.
- C. Punishment must be proportional to the student and to the offense with consideration for the apparent motive and the disposition of the offender. The influence of such offender's conduct on others, age, size, and sex shall also influence the application of punishment.
- D. Gross misconduct including flagrant discourtesy, abusive and vile language, acts of violence, theft or vandalism, deliberate insubordination, intimidation, or threats to students or teachers, and objectionable results from poor personal health habits are recognized as not being acceptable forms of behavior. These situations, as they occur, will be investigated and appropriate action to resolve them taken.

- E. Emergency application of force or restraint by a teacher is sometimes necessary. When immediate action is called for, the teacher shall have the right to protect himself/herself, to protect other persons or property, and to maintain authority over the class or group.

13.04 Pupil Behavior and Correction

A. Deviations:

1. When deviations from good behavior occur, the teacher shall use the technique most appropriate to the occasion to correct and instruct the pupil in the proper mode of conduct.
2. A teacher has the right to remove students in accordance with O.R.C. 3313.66.
 - a. Student Behavior – Since the teacher shares the responsibility for discipline in his/her school, in order to effectively discharge his/her duties he/she must have the power to enforce prompt obedience to his/her lawful commands and where reasonably necessary this authority shall be backed up by the exercise of the legal power of suspension of such pupil, subject to review by the Board of Education. The teacher shall have the authority to use whatever reasonable physical force is necessary for his/her own protection and to maintain order and discipline in the conduct of the schoolroom and of the activities on the school grounds, and such teacher shall, in the exercise of reasonable judgment, have the power to punish in a proper manner and to a proper degree for any acts which are detrimental to the good order and the best interest of the school and for breach of any rules and regulations promulgated by law. Such punishment must be reasonable and confined within the bounds of moderation. It must not be cruel or excessive, and the teacher must not act wantonly or from malice or passion. As is determined by law of this state, each case must depend upon its own circumstance. The disciplinary measures must be proportioned to the gravity of the offense, the apparent motive and the disposition of the offender, the influence of the student's example and conduct on the others, and the age and physical strength of the pupil.

B. Persistent Misbehavior - If in spite of a teacher's best efforts at correction, a pupil continues to misbehave, the teacher shall pursue any or all of the following:

1. Refer the student to the proper school official, principal, or his/her appointee for further action.
2. Call for a conference with the student, parent, and principal. The help of the counselor, psychologist, school nurse and other agencies shall be enlisted where needed.

C. Gross Misconduct (Student Attack upon a Teacher)

1. Whenever there is an alleged physical attack by a student upon a teacher, the student shall be immediately withdrawn from the attacked teacher's class(es) by the principal or his/her assistant. Investigation of the case shall begin immediately following the attack.
2. Immediate steps to be taken:

- a. The principal or his/her assistant shall be notified of the attack.
- b. In extreme cases, where a weapon is used or if the pupil refuse to submit to reasonable control, police shall be notified.
- c. The principal or his/her assistant shall attempt to notify the parent or guardian and they shall remove the pupil from the school premises.
- d. In cases where attack is by a non-student or a suspended student, the administration is responsible to follow the necessary procedures to implement existing trespassing laws.
- e. The student shall be excluded from all extracurricular activities until a decision has been reached by the Attack Review Board. The building principal has the right to suspend the student until the ARB has reached its decision.

D. Attack Review Board

1. When a teacher is allegedly attacked, the principal of the building in which the attack occurred will notify the Superintendent to convene the Attack Review Board (ARB), which shall meet once each week as needed on a mutually agreeable day. The ARB should be composed of the following personnel who are from schools other than the one in which the alleged attack occurred with the exception of the building principal: (a) one (1) principal, (b) the Superintendent or his/her designee from the Central Office, (c) two (2) classroom teachers selected from a list submitted by the Association and acceptable to the Executive Director of Pupil Services.
2. In the event a student involved in an actual or suspected attack is accompanied by legal counsel to the ARB, the Board of Education shall also be represented by counsel at such proceedings.
3. Upon determination by the ARB that an attack occurred, the student shall have a minimum penalty of (a) suspension of ten (10) student days, (b) denial of extra- curricular participation for ten (10) student days, and (c) transfer from the attacked teacher's class(es). The suspension and removal from class may be modified if requested by the teacher and is subject to IEP stipulation.
4. The ARB may recommend to the Superintendent that the student be expelled for such time as they deem appropriate.
5. Procedures of Attack Board:
 - a. The Superintendent or his/her designee shall preside over the hearing.
 - b. The student and the teacher shall have the opportunity to present their cases to the ARB.
 - c. Witnesses to the alleged attack will be allowed to present information on behalf of the

student and the teacher.

- d. The student's parent, guardian or counsel shall be notified to be present at the hearing.
 - e. The ARB will reach a decision immediately after hearing the evidence.
 - f. The ARB shall reduce its decision and penalty to writing. Copies of the decision will be provided for: the student; the teacher; building principal; the Superintendent; and the Board of Education.
- E. The teacher involved in an actual or suspected assault by a student(s) will receive forty-eight (48) hours advance notice of an expulsion hearing scheduled for the student. If the student is represented by legal counsel at an expulsion hearing, the Board of Education shall also be represented by counsel. The teacher shall have a right to be represented by the Association and/or by independent counsel of his/her choice.
- F. Right to Appeal the student, his/her parent or guardian or the teacher has the right to appeal the decision of the ARB to the Board of Education within ten (10) days. This appeal must be in writing. In the event the Superintendent decides to reduce the student penalty recommended by the ARB, the Superintendent agrees to advise the affected teacher and /or the LEA of the reasons for the reduction in recommended penalty before the student returns to school.
- G. It is the responsibility of the Administration to make this policy known to all students.
- H. No items in this section shall be construed as to preclude the rights of the teacher to institute civil or criminal action against a student nor to limit the legally designated powers of the building principal. In all situations of actual or suspected assault, the acting principal will advise the attacked teacher of his/her right to file a complaint with the police or other appropriate law enforcement division.

13.05 Board Responsibility

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

13.06 Complaints

In the event a complaint against a teacher arises from the community or from a parent due to disciplinary procedures, the teacher shall be entitled to a hearing with the representatives of the Board of Education upon written request forwarded through the building principal to the appropriate Director. The teacher has the right to include counsel of his/her choice at this hearing.

ARTICLE XIV -- FAIR SHARE FEE

14.01

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

14.02

Notice of the amount of the annual and/or pro-rata fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board. The Board agrees to transmit all amounts deducted to the Association.

14.03

Payroll deduction of such fair share fees shall begin the first pay date which occurs on or after January 15.

14.04

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid.

14.05

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

14.06

The Association represents to the Board of Education that an internal rebate procedure has been established, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

14.07

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

14.08

The Association shall indemnify the Board for any cost, expense, or other liability that an employer might incur as a result of the implementation and enforcement of these provisions. The employer is required to give the LEA/OEA ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed. The LEA/OEA, at its cost, has the right to designate counsel to represent and defend the employer. The employer agrees to: (a) give full and complete cooperation and assistance to the affiliate and its counsel at all levels of the proceedings; (b) permit the affiliate or its affiliated organizations to intervene as a party if it so desires; and/or (c) to not oppose the affiliate or its affiliated organizations' application to file briefs amicus curiae in the action. The action brought against the employer must be a direct consequence of the employer's good faith compliance with the fair share fee contract provision, provided however, that there shall be no indemnification of the employer if the employer intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.

14.09

Fee payers shall not be entitled to use the grievance procedure or bring action against the Board for collecting fair share fee.

ARTICLE XV – PERSONAL AND ACADEMIC FREEDOM

15.01

A teacher's constitutional right of privacy shall be fully respected. No discipline or discrimination will result from matters dealing with the teacher's personal life, except that the Office of Professional Conduct at the Ohio Department of Education may take action independent of the District.

15.02

A. Teachers shall be directed by and held responsible for the adopted course of study. In the classroom, the teacher shall be free from censorship and artificial restraints upon free inquiry and learning.

B. Each teacher has the final authority to grade students in his/her charge according to the system devised by the Administration for uniform use throughout the District. Change of a student's grade will occur only if it has been demonstrated the grade was not given in a professional and intellectual basis. Notice of any such change will be given to the teacher (along with notice of the teacher's right to grievance), the student's parent, and the teacher's immediate supervisor.

C. Any prescribed method of teaching and lesson planning shall be cooperatively developed between the teacher and the immediate supervisor.

D. Lesson plans will be available in each teacher's classroom or work station. **Lesson Plans will contain evidence of effective planning and high quality, relevant instruction consistent with the current classroom instructional learning targets and the instructional planning required by the Ohio Teachers Evaluation System ("OTES").** A separate folder of plans/procedures will be made available for substitute teachers' use only to address such general items as class rosters, class procedures, class schedule, and location of materials and resources and one-day emergency instructional lesson plans for all classes. In the event of a continued absence, a teacher shall provide or email such lesson plans to his/her principal or scan handwritten lesson plans to send to the principal. **A teacher should not be expected to provide lesson plans when he or she is absent for one week or more due to illness or family emergency. Duplicate sets of lesson plans are not necessary and need not be prepared.**

E. Teachers will be given copies of the official District Testing Calendar including the five school day period to enter electronic grades for the interim reports and quarterly reports cards. These dates will be established prior to the school year and listed in the official district testing calendar.

15.03

Bargaining unit members may have released time to attend parent-teacher conferences provided that no additional cost to the school district is incurred.

ARTICLE XVI – POLITICAL ACTIVITY

16.01

A. A teacher has the right, without reprisals or recrimination, to become involved, or not become involved, in any political activity of his/her choice outside regular working hours.

- B. The views expressed by a teacher are strictly the teacher's own, and shall not be represented or construed as being the policies, opinions, or beliefs of the Board or Administration. Students shall not be solicited to promote a teacher's cause.
- C. Upon application, a teacher will be granted a leave without pay to serve in a public, or political, or association office for the term of this office.

ARTICLE XVII – IN SERVICE TRAINING

17.01

- A. The Board and the Association agree that unnecessary meetings shall be avoided. Meetings shall only be held when an exchange of information needs to take place or when information cannot be communicated in written form or needs further explanation.
- B. The teacher work schedule may be extended on Tuesdays at the discretion of the building principal or subject area coordinator for building, city-wide, subject area or grade level meetings not to exceed one (1) hour after the posted convening time with one (1) weeks written notice given. Meetings shall convene as soon as practical following the dismissal of students.
- C. If the District is legally mandated by the State or Federal government (with documentation provided to the LEA) to provide professional development for bargain unit members, the LEA and Board bargaining teams will reconvene to negotiate appropriate language directed at implementing such mandate. If Agreement is not reached by the parties, the Superintendent may direct compliance with the legal mandate.

17.02

System-wide staff education and training shall be planned by the appropriate administrator in consultation with the TEPS Committee and/or other representatives of the instructional staff. The board shall provide funds for In-Service programs. Comprehensive staff education and training programs will be developed in cooperatively to provide opportunity for all teachers to update essential skills. Except as provided in Section 17.01, participation in professional growth activities outside the normal workday shall be optional.

17.03

Association and Board representatives will work cooperatively to develop appropriate professional development workshops.

ARTICLE XVIII – LEAVE OF ABSENCE

18.01 Leave of Absence with Full Pay

- A. Sick Leave
 - 1. Accumulated sick leave shall be unlimited accumulation earned at the rate of 1 1/4 days per month.
 - 2. Employees may use sick leave for absence due to illness, injury, exposure to contagious

disease which could be communicated to other employees or children, pregnancy, and due to illness or death in the employee's immediate family.

3. Sick leave will not be charged for days schools are not in session due to public calamity or unforeseeable emergency situations.
 4. The number of days sick leave accumulated by each teacher shall be reported on the second paycheck of each month. This report shall reflect those days accumulated as of the last day of the prior month.
 5. The Administration may notify an individual member of the bargaining unit each year after they have used ten (10) days of sick leave. This notice of the use of sick leave may include information on any unusual pattern of sick leave use. This notice shall be sent to the member and attached to the member's personnel file in accordance with Article III of this Agreement. (See Appendix for a copy of the form.)
 6. The Board will study the current sick leave and justifiable leave forms and will get input from the Association prior to changing the forms. The new forms shall be implemented upon consensus.
 7. During the first three (3) years of employment with the Board, the total number of sick leave days earned and advanced each year shall not exceed fifteen (15). The employee shall be responsible for indemnifying the Board for any sick leave days advanced but not earned. The Association shall assist the Board in such collection.
- B. Professional Leave (Not Chargeable to Sick Leave)
- The Board of Education may grant leave without loss of pay to help teachers keep abreast of new innovations and teaching techniques, to attend workshops, seminars, conferences, or to observe innovations that are proposed for the Lorain City Schools. The Board shall pay expenses (including meals, lodgings, and transportation) incurred by teachers who attend the above mentioned meetings. Such leave shall be granted contingent upon advance approval of the principal and the Superintendent or his/her delegated representative for the particular purposes of professional improvement to the school system and to the individual participating.
- C. Leave for Injury Due to Attack (Not Chargeable to Sick Leave)
1. Absence from work due to attack by a student/parent/guardian, and/or complications resulting from such injury up to a maximum of ninety (90) work days.
 2. The Board, at its expense, may require a statement from a doctor/physician justifying lost time.
 3. Employees who have been seriously injured and disabled due to such attack shall apply for disability retirement as soon as the employee is aware that the employee will be off work for an extended period of time.
 4. The Board will provide administrative assistance in preparing applications for worker compensation benefits for employees who have been injured due to an attack.

D. Justifiable Personal Leave

A full time staff member shall be granted three (3) school days for justifiable personal leave without loss of pay, which days shall not be deducted from sick leave. Generally, these are limited to one (1) day per occurrence; when five (5) hours or more of travel time are required, additional time shall be granted.

1. Emergency in which the staff has no control and which requires immediate attention.
 - a. Accidents in the immediate family or affecting family property.
 - b. Court appearance as a litigant or witness.
 - c. Travel difficulties between employee's local place of residence and his/her place of employment. (It must be demonstrated that every effort has been made to anticipate problems and to report to work even though employee may be late).
 - d. Travel difficulties experienced by staff members at the conclusion of Thanksgiving, Winter and Spring break when uncontrollable situations such as major storms occur.
2. Obligations and/or events which are limited to the following:
 - a. Observance of religious holidays.
 - b. Attendance at graduation exercises, high school and beyond involving a member or a member of his/her immediate family.
 - c. Accompanying a member of the immediate family to a terminal upon departing for service outside the continental United States, or meeting a member of the immediate family returning from such service.
 - d. Attending a wedding involving a member of his/her immediate family.
 - e. In case of death of relatives not considered immediate family.
 - f. Appropriate leave may be granted for funerals of others who are close but not related.
 - g. One day for attendance at school events of the staff member's child scheduled during the school day.

LEAVE GUIDELINES

1. Requests for justifiable leave shall be given in writing on forms provided at least three (3) days in advance directly to the Superintendent or his/her designated representative. In emergency cases, forms shall be submitted within five (5) days after employee returns to work.
2. For any "immediate situation where adequate time for administrative processing of the

application is not available” the school principal is designated as the Superintendent’s representative and the Substitute Teacher Office is to be notified. The principal will perform such immediate actions as are necessary.

3. Justifiable leave shall not be accumulative.
4. Justifiable leave shall not replace sick leave nor extend sick leave days except in easily identifiable situations.
5. Justifiable leave may be granted in quarter (1/4) day increments.

18.02 Accrued Leave

A. A teacher will be granted accrued leave as listed below. Such days of accrued leave shall not be cumulative from year to year. The bargaining unit member shall give his /her immediate supervisor and the Director of Human Resources at least forty-eight hours advance notice of any accrued leave to be taken.

- 1 day accrued leave at 15 days accumulated sick leave
- 2 days accrued leave at 75 days accumulated sick leave
- 3 days accrued leave at 150 days accumulated sick leave
- 4 days accrued leave at 225 days accumulated sick leave

B. Accrued leave may not be used the first five (5) days of the school year nor the last ten (10) days of the school year. No more than fifteen (15) members of the bargaining unit may take accrued leave on any one day. Requests shall be approved in the order they are received at the Office of Human Resources. For the first accrued leave day, the teacher must have accumulated 15 days by August 1 of any given year.

C. Unused accrued leave days shall be bought back at the rate of \$100 per day.

18.03 Study of Leaves

The sick and emergency leave programs shall be studied and analyzed semi-annually and a report including evaluation and recommendations developed for presentation to the Board by the Superintendent, and to the President of the LEA for the LEA. As a minimum, each report shall include a breakdown showing the number of days of sick leave, professional leave, attack leave, justifiable leave and accrued leave used.

18.04 Released Time of LEA President

A. The Board agrees to grant released time to the LEA President either full time or part time at the Association’s discretion. The LEA shall pay to the Board of Education an amount not to exceed MA step 5 plus any required supplementals.

B. When the LEA President attends school or department meetings pursuant to Article 17.01A during the purchased release time, the LEA will be credited for such time. The LEA will be billed by the Treasurer’s Office on a monthly basis for the purchased released time and a deduct or credit for the approved time worked during such released time shall be made with the June billing.

The LEA President is to maintain a record (time card) of such meeting times and purposes, have the principal sign the record, and forward to the Office of Human Resources on a monthly basis. Seven (7) hours and thirty-five (35) minutes shall constitute a per diem amount for these purposes.

- C. Also pursuant to Article 17.01, members of the bargaining unit are required to attend meetings on an uncompensated basis. In this regard, the LEA President is obligated to attend meetings and such time after 3:30 to the end of the meeting is on a non-compensated basis as long as the meeting ends not later than one (1) hour after its posted convening time. If the LEA President has an LEA-affiliated duty or responsibility, he/she shall be released from the obligation to attend such meeting (s) as provided by Article 17.
- D. If, during any year, the LEA determines to purchase more than forty (40) percent release time for its president, the parties agree that such percentage shall also include that proportionate share of conference and lunch time. If either party to the agreement desires a modification of his provision, any such change will be resolved through negotiations process and shall then become a part of the Collective Bargaining Agreement between the Board and the LEA.
- E. The Board shall credit the LEA for the proportionate cost of its President while he/she is on release time but is attending one of the following events: (1) an inservice program, (2) time used by the President of the LEA in accordance with Article IV, Subsection 4.06A of the Negotiated Agreement (affiliation meetings) and (3) building or system-wide job related meetings which occur between the hours of 1:00 P.M. and 3:30 P.M.

18.05 Parental Leave

- A. A teacher shall be granted a leave of absence, without pay, for parental leave or the adoption of a child upon approval of the Board of Education and submission of:
 - 1. A doctor's statement verifying the term of pregnancy, or a statement verifying that legal custody is obtained in the event of adoption.
 - 2. A written request for a parental leave of absence accompanied by a doctor's statement of approval specifying the initial date of parental leave and the anticipated date of return coinciding with the commencement of a grading period.
- B. Such leave shall be extended for a period up to one (1) additional school year upon written application.
- C. Contract Rights
 - 1. Limited contract teachers shall retain limited contract status upon return from parental leave.
 - 2. Continuing contract teachers shall retain continuing contract status upon return from parental leave.
- D. A teacher on parental leave may purchase all Board paid insurance benefits pursuant to the terms of insurance contracts then in effect.

ARTICLE XIX – PRINCIPAL’S ADVISORY COUNCIL

19.01

Each building shall have a Principal’s Advisory Council consisting of certificated employees elected by the end of September.

19.02

The Council shall meet monthly except that emergency meetings may be called by the principal at his/her discretion or by request of any two (2) members of the Council.

19.03

The Council will discuss issues pertaining to school policies and procedures with all parties given an opportunity to air their views fully.

19.04

The Council’s conclusions will be reported to the faculty of the school by the secretary of the Principal’s Advisory Council either in writing or orally at a general school-faculty meeting.

19.05

The Principal’s Advisory Council will decide by consensus the following matters:

- A. Optional dates and times for parent/teacher conference to present to the staff for voting.
- B. The use of building vending machine proceeds.
- C. Building policies, procedures and rules.

ARTICLE XX – ADMINISTRATION/ASSOCIATION LIAISON COMMITTEE

20.01

There shall be an Administration/Association Liaison Committee consisting of the Superintendent or designees of the Superintendent and the LEA President or designees. No more than (3) representatives of the Administration and no more than three (3) representatives of the Association shall be on the Committee at any one time.

20.02

The Administration/Association Liaison Committee shall meet on a day and time, which is mutually agreed to by the Superintendent and the LEA President. Meetings shall commence no later than October of each school year and shall be held each month during the school year.

20.03 SPECIAL EDUCATION STEERING COMMITTEE

- A. The Board shall establish a Special Education Steering Committee consisting of ten members appointed by the Superintendent. At least five of the members shall be members of the bargaining unit selected from recommendations made by the LEA. To the extent possible, a regular education classroom teacher, a special education classroom teacher and a paraprofessional shall be included on the committee which will also obtain input from parents of special education students. The purpose of the committee shall be**

- to provide recommendations to the Board as set forth herein.
- B. The Committee shall make its initial recommendations by January 31, 2017 regarding proposed changes to the program and to compensation for personnel involved in the Special Education Programs. The committee shall make interim reports to the Superintendent on July 31, 2016 and November 30, 2016. Any items which require collective bargaining shall be sent to the bargaining committee of the affected bargaining units.
 - C. The committee shall meet at least quarterly after January 31, 2017 for the purpose of:
 1. Monitoring and implementation of program changes made by the Board;
 2. Reviewing budgets and funding sources for special education programs;
 3. Assist the Board in implementing policies and strategies developed by the Board;
 4. Making recommendations regarding scheduling, class sizes and support staff;
 5. Making recommendations for professional development topics;
 6. Making recommendations for the delivery of services to special education students in an inclusive setting.
 - D. The committee shall be chaired by the Superintendent or his designee.

ARTICLE XXI – BOARD RIGHTS

21.01

The Board retains and reserves without limitation, all powers, rights, authority, and responsibilities conferred upon and vested in it by law, except as specifically limited by the express terms of this agreement.

ARTICLE XXII – TEACHER RIGHTS

22.01 A full written record of the teacher’s professional performance in the classroom shall be maintained by the Office of Human Resources. Only this record and the related recollections refreshed thereby shall constitute evidence for dismissal, reprimand, or disciplinary action related to the teacher’s classroom performance. All other conduct of a teacher shall be governed by Article XXV of this Agreement.

22.02 Upon request, a teacher shall be granted a conference with the Manager of Human Resources and/or other responsible cluster leaders concerning any aspect of his/her employment status. In this conference, the teacher shall have the right to counsel.

22.03

Non-Renewal of Limited Teaching Contracts For Probationary Employees Who Have Been Employed For Two (2) Years Or Less.

- A. Limited contract teachers who have been employed for two (2) or fewer years, shall be notified in writing by the Superintendent by April 10, that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session, with representation. Teachers whose contracts are non-renewed shall receive written notice from the Board not later than June 1st.
- B. This nonrenewal procedure for teachers who have been employed for two (2) or fewer years supersedes all provisions of O.R.C. 3319.11 and O.R.C. 3319.111, and such teacher shall have no

right to challenge said nonrenewal pursuant to O.R.C. 3319.11 or 3319.111.

- 22.04 If during the term of this Agreement, the Board of Education determines it is necessary to implement a reduction in force **the terms of this Agreement shall be controlling as to the manner in which said RIF shall occur and which bargaining unit members will be RIF'd first.**
- 22.05 Reductions can only be made by suspending a bargaining unit member's contract.
- 22.06
- A. For the duration of this Agreement, for purposes of reduction in force only, **"comparable evaluations" shall be defined as follows:**
1. **For limited contract teachers, in determining "comparable evaluations" for the purposes of this Article, there shall be three categories:**
 - a. **Ineffective** [except that a current Ineffective teacher may choose the higher of (1) the current final summative rating or (2) the final summative rating received in the year immediately prior to the current rating];
 - b. **Developing** [except that a current Developing teacher may choose the higher of (1) the current final summative rating or (2) the final summative rating received in the year immediately prior to the current rating]; and
 - c. **Skilled/Accomplished.**
 2. **For continuing contract teachers, , in determining "comparable evaluations" for the purposes of this Article, there shall be two categories:**
 - a. **Ineffective;**[except that a current Ineffective teacher may choose the higher of (1) the current final summative rating or (2) the final summative rating received in the year immediately prior to the current rating]; and
 - b. **Developing/Skilled/Accomplished.**

Bargaining unit members shall be comparable to each other only if they are in the same category. The evaluation ratings specified in this section refer to the final summative evaluation ratings assigned to a teacher.

If, for whatever reason, the employee does not possess a final summative rating for the year, the employee's last rating will be utilized for the purposes of considering whether employees are "comparable".

For the purposes of this Article, LEA personnel whose positions are not evaluated under OTES will be assigned a default rating of "Skilled" for

purposes of determining their “comparable evaluation” placement.

- B. If the Board of Education is contemplating the RIF of any bargaining unit member, it will so notify the Association at least sixty (60) calendar days before the proposed effective date of RIF. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. After receiving the aforesaid notice, the Board of Education will, at its next regularly scheduled Board meeting or special meeting, if requested to do so, enter into discussions with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated RIF. Any bargaining unit member who is to be RIF'ed will be so notified in writing at least thirty (30) calendar days before the effective date of the RIF. Such notice will include the proposed time schedule and the reasons for the proposed action.

22.07 For the purposes of this Article, seniority will be computed from a bargaining unit member's most recent date of continuous hire in a bargaining unit position. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of the RIF. Seniority will not be broken by unpaid leaves of absence or employment by the Board of Education in a position outside the bargaining unit, but such time will not be counted in computing seniority when seniority is equal. Seniority shall be determined by the length of continuous service in the Lorain City School District. Among those with the same length of continuous service, seniority shall be determined by:

- A. the date of the Board of Education meeting at which bargaining unit member was hired, and then by
- B. the date on which the bargaining unit member submitted a completed job application. Preference will be given to tenured bargaining unit members in calculating seniority. For the purpose of calculating seniority for RIF purposes, the Association President and Vice President shall be considered number 1 & 2 in seniority in their areas of certification.
- C. Administrators returning to the bargaining unit will be placed in the unassigned pool as of August 1 the year of return. Seniority for returning administrators will include only bargaining unit seniority.

22.08

- A. The Superintendent, upon request, will provide the Association President with a list showing the seniority of each bargaining unit member employed by the Board of Education. The Superintendent will make available a seniority list for inspection during regular working hours by any bargaining unit member and/or the Association.
- B. Seniority shall be determined by the length of continuous service in the Lorain City School District. Among those with the same length of continuous service, seniority shall be determined by:
 - 1. The date of the Board meeting at which the teacher was hired; and then by;
 - 2. The date on which the teacher submitted a completed job application.

22.09 Should a reduction in force be necessary, bargaining unit members will be laid off **within their affected areas of certification (as determined by the Board's resolution) in the following order:**

- A. First, teachers whose final summative rating is "Ineffective" shall be laid off first giving preference to continuing contract teachers over limited contract teachers.**
- B. Second, teachers on limited contracts shall be laid off within the appropriate categories of comparable evaluations listed in 22.06 A giving preference to more senior teachers within those categories.**
- C. And then finally if additional layoffs are needed, teachers on continuing contracts shall be laid off within the appropriate categories of comparable evaluations listed in 22.06 A giving preference to more senior teachers within those categories.**

22.10

- A. If there is a vacancy in a bargaining unit position, RIF'ed bargaining unit members who are certified to perform the work in question **will be recalled in reverse order of their layoff (last out, first in).**
- B. Notice of recall will be sent either by personal contact (in which case the teacher shall provide confirmation in writing that he/she received the contact) or hand delivered to the last address given to the Board of Education by the bargaining unit member. A copy of the notice of recall will be given to the Association.
 - 1. On or between May 15 and August 15 of any school year, if a bargaining unit member fails to respond in writing within (15) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
 - 2. After August 15 but before May 15 of any school year, if a bargaining unit member fails to respond in writing within five (5) school days after personal contact or receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
- C. A bargaining unit member with a continuing contract who is RIF'ed will remain on the recall list for forty (40) calendar months; a bargaining unit member who is on limited contract who is RIF'ed will remain on the recall list for twenty-eight (28) months after the effective date of his/her RIF unless he/she,
 - 1. waives his/her recall rights in writing
 - 2. resigns
 - 3. fails to accept recall to the position he/she held immediately prior to the RIF or to a substantially equivalent position.
 - 4. fails to report to work in a position that he/she had accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed fifteen (15) days additional time

before being required to report to work.

5. accepts a teaching position in another public school district, except casual day to day substitutes. The RIF'd teacher shall be required to notify the Human Resources Department if the RIF'd teacher accepts another full-time teaching position with a public school district.

D. While on RIF, a bargaining unit member will have the option to remain an active participant in life, medical and dental insurance programs by contributing thereto the amount necessary to maintain such fringe benefits.

22.11

All benefits to which a bargaining unit member was entitled at the time of his/her RIF, including unused accumulated sick leave, will be restored to him/her upon return to active employment and he/she will be placed on the proper step of the salary schedule for his/her experience and education. A bargaining unit member will not receive increment credits for time spent on RIF nor will such time count toward the fulfillment of time requirements for acquiring tenure.

22.12

No vacancy in a bargaining unit position will be filled by the Board of Education until compliance with the procedures set forth in this Article.

22.13

Whenever a RIF'd teacher accepts a "long-term substitute" position under a written contract and assigned to one specific teaching position for more than sixty (60) days, at the end of that assignment the teacher will return to the recall list with a renewed twenty-eight (28) months of recall rights.

22.14

After being placed on the RIF list under Section 22.13 above, affected teachers shall be afforded all of the rights, privileges, and benefits as other teachers on the RIF list and shall be required to fulfill all of the duties and obligations set forth in Article XXII of the Negotiated Agreement.

22.15 **Termination of Teaching Contracts of teachers who have been employed for three (3) or more years.**

A. Teaching Contracts for teachers who have been employed (3) or more years may be terminated for receiving final summative OTES ratings of ineffective, beginning with evaluations during the 2016-17 school year, under section 3311.80 of the Revised Code for two consecutive years if all of the following conditions are met, unless otherwise waived in writing by the teacher:

1. **By May 15th of the 1st ineffective rating year the teacher is notified in writing of an intent to terminate employment if the teacher is rated ineffective the following year. The teacher may request that a copy of this notice be sent to the Association President.**
2. **All portions of the evaluation process of article X of CBA are contractually followed. During the second year the teacher has at least 3 formal observations, the 2 best being used to comprise the OTES evaluation.**
3. **An appeal hearing of the LOTES committee is convened by June 10th for the purpose of disputing the rating and data used to comprise the rating. The results**

of this hearing may change the rating or remove the notice of intent to terminate. If the intent to terminate is rescinded then the ineffective rating year being appealed will not count towards the 2 consecutive years.

4. The student growth portion of the evaluation is not comprised only of district shared attribution data.
5. The teacher has been given another evaluator if the teacher requests it for the second year.
6. An improvement plan has been developed in accordance with Part J. 2. of the LOTES Handbook addressing the written deficiencies identified in the previous year's evaluations.
7. All procedures set forth in Ohio revised Code for termination of Teachers are met.
8. The teacher is provided a mentor in accordance with Article 33 "Mentoring for experienced new employees".

22.16 Notwithstanding any other provisions of this contract, any bargaining unit member who has an overall OTES rating of "Ineffective" for two consecutive school years or for two school years in a three year period is subject to having their contract terminated for just cause, provided however the teacher rated as "Ineffective" has had the benefits of an improvement plan and the associated assistance with said plan.

ARTICLE XXIII – CLASS SIZE AND LOAD

23.01

It is recognized by the Association and the Board of Education that pupil-teacher ratio is an important aspect of an effective educational program.

23.02

- A. Teachers of self-contained classroom of (K-2) shall have **no more than twenty five (25)** full time students per class.
- B. Teachers of self-contained classroom of (3-6) shall have **no more than twenty eight (28)** full time students per class
- C. Elementary (k-6) split classes of two grade levels will have no more than twenty four (24) students. No classes will have more than two (2) grade levels. Teachers assigned to a split class shall receive a stipend of eight percent (8%) of the base salary, BA + 0. The stipend will be paid at the first pay in July following the completion of the school year.
- D. Elementary Specialist teachers shall have no more students than 25 in a class with k-2nd grade students, no more than 28 students in a class with 3rd -6th grade students. The administration will make every effort to not schedule more than one grade level per class. In the event it is necessary to schedule more than one grade level per class the grade levels may only be consecutive grades (i.e. 1st and 2nd together or 2nd and 3rd together is acceptable; 1st and 3rd together is not acceptable.) It is acceptable to have Special ed

classrooms with grade bands matching the regular education classroom they are paired with in classes. (Example: Sped classroom containing k-2, paired with a first grade class is acceptable.)

- E. Special Education students shall be counted for purposes of class size on a Full Time equivalency (FTE) basis.
- F. **In evaluating the performance of a teacher, the District shall take into consideration the challenges faced by the teacher who is assigned a split class.**
- G. **Pre-K class size and load shall be based on and follow requirements of state laws and regulations.**

23.03

- A. Teachers of departmentalized classes in grades four (4) through twelve (12) **who have a daily class load that exceeds one hundred fifty (150) students shall be paid according to 23.04. Teachers of departmentalized classes in grades four (4) through twelve (12) who have more than thirty (30) students per class shall be paid according to 23.04.** Teachers in sixth (6th) grade who are housed in middle school buildings may be departmentalized.

Block class time length is more than 60 minutes to a maximum of 90 minutes. Regular class time length is equal to or less than 60 minutes. Class load can be calculated at a maximum student count of 150 per day. No graded class can be less than 40 minutes.

- B. The administration will make every attempt to limit the number of teachers who have duty assignments each semester and to maintain equity in the assignment of the additional 25 minutes of conference time

23.04

- A. For the purposes of this subsection, class size shall be calculated quarterly. The average number of students on the first seven school days in October, December, February and April. Class size and daily student load will be determined by the number of students on **the official class audit**. Teachers shall document and certify to the HR department the number of students scheduled for their class for the above time periods **by the 10th school day of the above quarters.**

Class overages will be compensated as follows:

The teacher shall receive additional compensation for each student over the class size/load in accordance with the following formulas:

Self Contained Elementary (Pre-K to 6th)

(number of students over x 45 x \$10)

Departmentalized 4th to 12th

(number of students over x 45 x \$2.50)

Elementary Specialist Teachers

(number of students over x \$2.50 x number of classes scheduled per quarter of reporting count for that teacher (October report 1st 9 weeks, December report 2nd 9 weeks etc.)

(Example specialist calculation) If the specialist teacher has 10 students over the maximum and that class is taught 15 times during the quarter the calculation would be \$2.50 x 10 students x 15 classes = \$375.00 additional payment.

Payment shall be made:

The first pay of February for 1st semester overages.

The first pay of July for 2nd semester overages.

- B. For purposes of calculating overage compensation a departmentalized teacher will be compensated the maximum amount calculable determined by the overage situation. Specifically if a teacher has more than 5 classes the teacher will be compensated based on either a daily maximum of 150 students or a per class maximum of 30 students whichever creates the maximum compensation for the teacher. (Teachers who voluntarily teach extra class per 6.07 may not include that class toward the daily maximum of 150 students.)**

Examples: A-Teacher teaches 6 classes of 29 students each. Daily student total 174 no individual class over 30. Teacher will be compensated based on an overage of 24 over the 150 daily maximum.

B. Teacher teaches 5 classes of 20 and one class of 35. Daily total of 135 (less than max 150) one individual class over 30 by 5. Teacher is compensated based on an overage of 5 over class maximum of 30.

C. Teacher teaches 6 classes with a total number of students 154 and one of the classes has 36 students. Teacher will be compensated based on an overage of 6 in one class.

D. Teacher teaches 6 classes with a total number of 154 students and one of the classes has 32 students. Teacher will be compensated based on an overage of 4 over the maximum total of 150 per day.

23.05

Class size/daily load maximums shall not apply to band, orchestra and choir.

23.06

Junior High/Middle School Teaching Load for Sixth (6), Seventh (7), and Eighth (8) Grade Teachers

A. Teachers shall be scheduled for student contact assignments for no more than three hundred fifteen (315) minutes per day (this includes time between classes).

B. As part of the three hundred fifteen (315) minutes of student contact time, at least one (1) full

teaching period of no less than forty (40) minutes will be scheduled for duties in an assignment outside of the district graded course of study.

- C. Unless the teacher agrees otherwise, no teacher will be assigned more than four (4) different classroom preparations per day in subject areas covered by the district graded course of study.
- D. If a teacher is assigned a duty outside of the current district graded course of study that requires advance preparation, the teacher will receive one (1) extra conference period of no less than forty (40) minutes per week (limit of two (2) different duty assignments).
- E. If a bargaining unit member assumes a seventh (7th) class in the district graded course of study, it shall be voluntary except where absolutely necessary. Such assignments will be compensated at the rate of four percent (4%) of the BA base salary per semester.
- F. If a bargaining unit member assumes a seventh (7th) class in the district graded course of study for less than five (5) days per week, they shall be compensated a proportional amount with one (1) day equaling one-fifth (1/5) of the four percent (4%) supplemental per semester.

23.07

The board recognizes that elementary counselors are an important priority and agrees to increase the availability of their services consistent with the educational goals of the Board and the availability of funds.

ARTICLE XXIV – GRIEVANCE PROCEDURE

24.01 Purpose

The purpose of this grievance procedure shall be to secure at the lowest possible level equitable solutions to grievances.

24.02 Definitions

- A. A “grievance” is any alleged violation of this Agreement or dispute with respect to its meaning or application.
- B. A “grievant” is the person or group of persons making the “allegation of a contract violation”.

24.03 Time Limits

Grievances shall be processed rapidly. The number of days indicated at each step of the established procedure shall be maximums unless extended by mutual consent of parties at each step. If the grievant fails to meet time maximums at any step of the procedure the grievance shall be considered waived.

24.04

It shall be the grievant’s right to be represented by counsel of his/her own choosing at any step or level of this grievance procedure.

24.05 Informal Step

The grievant* shall discuss the grievance within ten (10) days after the matter giving rise to the grievance with his/her immediate supervisor. If the grievance is not resolved informally, the grievant may within three (3) days initiate a formal grievance.

24.06 Formal Procedure

A. Level 1 - The grievant** shall file the grievance in writing on the Form attached in Appendices Q, Q-2, & Q-3 with the building principal or Supervisor and shall notify the Association at the same time. The grievant** shall file the grievance in writing with the building principal or supervisor. The grievance shall be signed by the grievant* containing a concise statement of the complaint, the facts upon which it is based, the specific provisions of this agreement alleged to have been violated, and the relief sought. The principal or supervisor will meet with the grievant* within five (5) days and furnish the grievant* his/her disposition – including his/her rationale for such disposition – in writing within five (5) days from such meeting.

1. The grievant and/or counsel may sign grievance forms. In all cases where the grievant does not personally sign the form at the time of its filing, the grievant will appear and sign the form at the Level 1 grievance hearing.

B. Level 2

If the grievance is not resolved in Level 1 or if no disposition has been made within the time limits set forth in Level 1, the grievant** may within an additional five (5) days file the grievance in writing with the Superintendent. Within six (6) days after the filing of the grievance in Level 2, the Superintendent or his/her administrative designee shall conduct a hearing with the grievant*. The Superintendent or his/her administrative designee shall give at least forty-eight (48) hour notice of the hearing date and time. Within five (5) days after the hearing, the Superintendent or his/her administrative designee shall give his/her disposition to the grievant* in writing.

C. Level 3

If the grievance is not resolved at Level 2 the grievant ** may within an additional five (5) days request arbitration by filing a written notice of the request to the Superintendent. The arbitrator next on the list shall conduct a hearing and issue his/her award in accordance with the Voluntary Rules of the American Arbitration Association. The arbitrator will render the written decision and award no later than thirty (30) days following the closing of the record on the case. His/her decision shall be final and binding on the Association, its members, the employees or employees involved, the Board of Education, the Superintendent, and all other agents of the Board of Education. The Arbitrator shall not have the power to amend, modify, add to, or subtract from the terms of this agreement. Costs for the arbitrator's services shall be born equally by both parties. No grievance shall be processed to arbitration unless the Association agrees to represent the grievant.

*And counsel, if desired by the grievant

** Or counsel, if desired by the grievant.

1. The Board and Association agree to use the services of permanent arbitrators selected in the

following manner:

- a. That mutual agreement can be made concerning the particular individuals to be the permanent arbitrators without using a "forced choice" as commonly used in the "strike out" method of selecting persons from the American Arbitration Association possibilities. In the event mutual agreement cannot be reached and fewer than three (3) arbitrators are on the list, the parties shall each submit two (2) names and shall use the strike out method of selecting with a toss of a coin to select the first strike.
 - b. Once a year, during the month of August, either party may reject the further use of a particular permanent arbitrator, and the other party will join in such rejection. Such rejection, however, is not just cause to attempt to reject the arbitrator's decision.
 - c. In the event that a particular permanent arbitrator is rejected (or resigns), the parties will attempt to select another permanent arbitrator who is mutually satisfactory without using the "strike out" method.
2. Pursuant to the above methods, the following permanent arbitrators have been selected:
- a. Jerry Fullmer
 - b. Daniel N. Kosanovich
 - c. James Mancini
 - d. John J. Murphy
 - e. Jack Weisheit
3. The parties agree to use the above arbitrators on a rotating basis (beginning with alphabetical order). In the event, however, an arbitrator is not available for an arbitration hearing within a two-month period from the time requested, the next arbitrator on the list will be called and normal rotation shall continue.
 4. The arbitrators are to act independently without consultation with each other and are to judge each case on the merits of each case to be decided.
 5. The normal fees and expenses of the individual arbitrators will be paid pursuant to their practices and the provisions of the Negotiated Agreement in effect at the time of the grievance.
 6. To expedite the processing of grievances to arbitration, the parties may agree to by-pass Level 3 (Board of Education) by mutual agreement of representatives of the Association and the Administration.
 7. The moving party shall request arbitration services and a date by contacting in writing the next arbitrator in rotation with a copy of such request mailed to the Superintendent and Office of Human Resources. The Board/Administration shall automatically join in such request. The moving party may withdraw the grievance with or without prejudice at any time or level before the arbitration hearing is concluded. The arbitrator shall respond to the requestor, Superintendent, and Office of Human Resources with his/her first available date for a hearing.

8. These procedures when in force shall exclude American Arbitration , Association services. However, the arbitrator shall conduct a hearing and issue his/her award in accordance with the voluntary rules of the American Arbitration Association.

24.07

Both parties agree that the proceeding be kept confidential.

24.08

Nothing contained herein shall be construed as limiting the right of any teacher having a complaint or problem to discuss the matter informally with any appropriate member of the Administration and have the grievance adjusted without intervention and/or consultation of the LEA, provided the adjustment is not inconsistent with the terms of this agreement.

24.09

In the event a grievance is filed just prior to, or at the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible. If the grievance is not initiated within ten (10) days after the aggrieved party knew of the event or condition upon which it is based, the grievance shall be considered waived.

24.10

No teacher may be represented by any teacher organization other than the LEA in any grievance initiated pursuant to this agreement.

24.11

- A. The Association President shall be entitled to copies of all written dispositions.
- B. If the Association is not represented at any hearing below Level 4, the decision or disposition shall not establish precedent.

24.12

- A. No reprisals will be taken against any member of the bargaining unit for filing or participating in the processing of a grievance.
- B. Forms for filing and processing grievances shall be cooperatively designed by the LEA and the Board.
- C. Copies of all papers pertaining to a grievance shall be furnished to all parties of the grievance. In addition, no records, documents, or communications concerning the grievance shall be placed in the personnel file of any teacher.
- D. Records of the grievance shall be kept confidential unless the grievant agrees in writing to the contrary.
- E. An official closed file of materials pertaining to the grievance shall be established by the Office of Human Resources upon final resolution of the grievance. This file shall be open only upon consent of the aggrieved person
- F. The grievance may be withdrawn at any level without prejudice or reprisal.

ARTICLE XXV – PROGRESSIVE DISCIPLINE

25.01

Members of the Bargaining Unit who violate the written rules, Policies, and regulations set forth by the Board of Education and the Administration, or the work rules set forth in the Master Agreement may be subject to this Progress Discipline Policy. Progressive Discipline shall not be imposed unless for just cause.

25.02

Progressive discipline shall be for cause and not be implemented in an arbitrary and capricious manner. Progressive discipline procedures, depending upon the severity, normally involve the following steps: oral warnings, written reprimands and suspension up to three (3) days without pay. If discipline is instituted out of the above sequence, it shall be reasonable and for just cause.

25.03

The right to counsel as to written reprimands and/or suspension without pay shall be governed by the provisions of Article 3.03 A through D. When circumstances require, nothing herein shall preclude the Superintendent from suspending a teacher with pay.

25.04

Written reprimands and suspensions without pay, maybe subject by the union to expedited arbitration by an independent arbitrator and governed by the provisions of Article XXIV, GRIEVANCE PROCEDURE.

25.05

All records of suspension without pay or written reprimands will be automatically removed from the personnel file 18 work months after placement, if the bargaining unit member(s) have not violated a same or similar rule, policy, etc. and/or has not had additional discipline during that period of time.

ARTICLE XXVI – PROFESSIONAL COMPENSATION

26.01

A. Annual increments are correlated to paid days of service during the preceding year and will be awarded as follows:

1. Less than 80 paid days – no increment.
2. 80-119 days – one half increment.
3. 120 plus days – full increment.
(There will be no retroactive adjustments.)

B. Increments will not be denied by reason of:

1. Absence due to work-related injury.
2. Absence due to military service.

3. Absence taken for exchange teaching.
 4. Absence for professional study, provided twenty-four (24) semester hours or the equivalent thereof have been successfully completed at a duly accredited educational institution.
- C. Graduate work will be reviewed in September and January to determine the proper placement of a teacher on the salary schedule at the beginning of each semester. If an official transcript has not been received by October 1 or January 31, a change on the schedule will be made only when the Human Resource Office receives (1) a request for the change, and (2) an official letter or grade sheet from the registrar indicating the course credit and grade were earned prior to the appropriate deadline. **Except as provided in Paragraph E of Section 26.01**, only graduate level courses for an education related post graduate degree will be accepted for advancement on the salary schedule.
- D. A teacher working on a planned program leading to an advanced degree, but requiring more than the normal number of hours for a Master's degree will be placed at the Master's level for salary purposes provided (1) a letter from the teacher's school is furnished verifying that the teacher is satisfactorily pursuing a program leading to an advanced degree requiring more credits than the regular one-year Master's degree program, (2) a transcript from said school is furnished verifying that the equivalent number of hours for the usual Master's degree have been completed and that requirements related to point averages and any related qualifying examinations have been satisfied, and (3) the work being done is in the teacher's assigned teaching area or area of certification.
- E. **Continuing Education Units (CEU) for professional development courses, which are provided by the Board or provided by a third party, upon the recommendation and approval of the Professional Development Committee shall be credited for purposes of lateral advancement on the salary schedule on the basis of the following formulas: 10 contact hours shall equal 1 CEU. 3 CEUs shall equal one semester hour of a graduate level course. Only teachers who have earned a Master's degree shall be eligible for advancement to the appropriate Master's degree column of the salary schedule. The board will have the right to schedule professional development courses during the school work day, inside or outside the school district determined by the Board.**

26.02

Any member of the bargaining unit who elects to perform jury duty shall be compensated as provided in Section 3313.211 of the Ohio Revised Code.

26.03

The Board shall provide where possible the teacher under this agreement with the option of a twenty-six (26) or twenty-one (21) equal pay plan. Initial enrollment shall be no later than the first school day in September of each year. Teachers wishing to change pay plans shall do so in writing to the Treasurer no later than the second day of any school year.

3. Payday will be every other Friday.
4. Should the calendar year change the pay plan periods, salaries shall be recomputed to twenty-seven (27) or twenty-one (21) equal pays. Every seventh year there will be an adjustment to the payment schedule due to fifty-three (53) Fridays in the calendar. The exact pay schedule will be determined in advance of the school year.

5. Teachers participating in the twenty one (21) equal pay plan may elect to have the Treasurer directly deposit their paychecks with the financial institution designated by the LEA Direct Deposit Plan. The Treasurer shall provide the designated financial institution with the payroll information in sufficient time to permit processing with the payroll printout of the participating teachers.
6. Payment for supplementals will occur in December, March and June following completion of duty. Separate checks will be issued for supplemental contracts, including payment for summer school, when requested by the teacher at the time the contract is issued. Direct deposit or a separate check will be allowable forms of payment.
7. The Board will electronically transfer any bargaining unit member's paycheck to a depository of the member's choice.
8. Any deviation from issuing checks every two weeks will require mutual agreement by the parties of this agreement. Upon request, any balance owed a teacher after termination of the teacher's contract shall be paid on the next payday following said termination when possible.
9. All bargaining unit members currently receiving a paystub electronically will continue. Anyone currently not receiving a paystub electronically shall have until July 31, 2014 to provide the District Treasurer an electronic address to receive their paystub.

26.04

Upon request, any balance owed a teacher after termination of the teacher's contract shall be paid on the next payday following said termination when possible.

26.05

1. A teacher may opt to have deducted from his/her paycheck:
 - a. Medical and Life Insurance sponsored by the District
 - b. Credit Union
 - c. U.S. Savings Bonds
 - d. United Fund Campaign
 - e. Annuities
 - f. Professional Dues
 - g. STRS Deduction (to purchase service credit) provided the Board is a third party and is not responsible for accounting or record keeping.
 - h. "Citizens for Lorain Schools"
2. These funds will be transmitted to the designated agencies within five business days, based on receipt by the Treasurer of an invoice.

26.06

- A. A teacher returning from leave of absence that continues into a different school year will be advanced one step on the salary schedule above the step held prior to leaving, and shall be assigned to his/her prior subject and grade level if available.
- B. The Board will pay ordinary expenses of any teacher who attends a workshop, seminar, conference, or other professional improvement session at the request of the Board or Superintendent.

- C. A teacher shall never be required to use a personal vehicle to transport students.

26.07 Credit for military and prior teaching experience will be granted.

26.08 Calendar Stipulations

- A. The regular teacher work year shall total one hundred eighty-four (184) days of service.
- B. Teachers in their first year of employment with the Lorain City School District Board of Education shall be assigned to report three (3) weekdays, for an accumulative maximum of ten (10) hours, immediately prior to the first regular teachers report day. The purpose of the three (3) days shall be for orientation and other induction year programs as determined by the Superintendent.
- C. There shall be one hundred eighty (180) student days plus four (4) additional work days: one (1) an orientation day prior to the first day with students; two (2) Professional Development days, one (1) day for school records at the end of the school year, one (1) day for (½ day Professional Development ½ day for school records) between each academic semester. NEOEA Day will be scheduled as a non-work day.
- D. The details of the school calendar for each school year shall be developed cooperatively by the Administration and the LEA for recommendation to the Board of Education by the Superintendent.
- E. **Calamity make up days will only be scheduled if they are necessary to maintain the minimum state mandated number of hours. In the event make up days need to be scheduled the District and LEA will jointly determine the makeup schedule with all remaining scheduled PD or records days being used first to make-up student hours.**

26.09 Work Day

- A. The regular work day of K-6 teachers shall be seven (7) hours and thirty-five (35) minutes, including a duty-free thirty (30) minute lunch period and a daily forty-five (45) minute conference planning time.
- B. The regular work day for 7-12 teachers and 6th grade teachers housed at a middle school shall be seven (7) hours and thirty-five (35) minutes, including a duty-free thirty (30) minute lunch period.
- C. The nurses shall have the same work day (length) as the teachers, and the nurses will have responsibility for the coordination of Nurses Aides in their assigned areas as per agreed job description.
- D. Teachers who are scheduled to start earlier than other teachers in a particular building and teachers in buildings that start earlier than other buildings within the school district shall be

compensated while waiting for meetings to begin. If such teachers are required to wait for a period of time before the start of a faculty or other school-related meeting, (that cannot start until teachers with different schedules complete their assignments) such teachers will receive pay at the hourly rate or compensatory time, at their option, for the waiting period.

26.10

- A. The “base” entry salary for a non-degree Career Tech with a qualifying licensed certificate shall be the salary bracket, Step 4; for a degree teacher, the Bachelor plus 20 salary bracket, Step 4. Longevity shall be credited in addition to Step 4 for teaching and/or military service to a maximum step as for all teachers in this training level.
- B. The base salary bracket for a trained Career Tech teacher with an Ohio provisional/licensure or higher teaching certificate shall be (with longevity as in Sub-section A above):
 1. Non-degree – B.A. + 10 bracket
 2. Bachelor’s in education – M.A. bracket
 3. Bachelor’s + 15 semester hours – M.A. + 15 bracket
 4. Master’s – M.A. + 30 bracket

ARTICLE XXVII – PROFESSIONAL DEVELOPMENT

27.01

In accordance with O.R.C. 3319.22 the parties agree to establish a committee called the Local Professional Development Committee.

- A. This committee shall consist of three (3) members appointed by the Association President and two (2) members appointed by the Superintendent. One of the Superintendents appointees will be a principal employed by the district.
- B. These appointments shall be made annually on or before May 1st. When an appointee removes himself from the committee during the year, a replacement appointment will be made by the Association President or the Superintendent.
- C. The appointments shall be made by each party outlined above by notifying the other of those appointed.

27.02

This committee will be responsible for approving and reviewing personal development plans for course work, continuing education units and/or other equivalent activities.

27.03

This committee will meet monthly and as necessary.

- A. The committee may also be convened by the request of two (2) sitting members’ to deal with emergency situations.

- B. The committee will normally meet during regular school hours; and if it becomes necessary to schedule a meeting beyond the normal day, the members will be compensated at their normal hourly rate.

27.04

All decisions of this committee may be made, by a majority vote of the committee members present and voting.

27.05

If during the course of carrying out committee responsibilities there is a requirement to have in-service or training they may do so at no cost to the committee or loss of pay. All necessary, actual and reasonable costs of training – including all registration costs, travel, meal, accommodations, and mileage – will be reimbursed by the Board of Education in accordance with the negotiated agreement.

27.06

If a professional staff member is in dispute of a decision made by this committee they may appeal within three days to the district-wide Site Base Committee who will render a decision in accordance with their own rules and regulations.

27.07

If O.R.C. 3319.22 is amended and/or changed, the parties agree to meet and negotiate the necessary changes to comply with the law.

27.08 TEACHER BASED TEAMS (TBT)

- A. TBT are teams of teachers collaborating on academic data and best instructional practices following the Ohio Improvement Process as long as Lorain City Schools are required to comply.
- B. Teams are developed within the building by subject area or grade level(s).
- C. TBT will meet once a week and report in writing to the Building Leadership Team (BLT) by the end of each Tuesday staff meeting.
- D. TBT Teams will be given at least the last forty (40) minutes of each Tuesday staff meeting to collaborate. However, TBT meeting times are flexible. In lieu of the forty (40) minutes of the Tuesday staff meetings, TBT may meet at an alternate agreed upon time during the contractual school day such as but not limited to: conference time, prior to the student arrival or after the students depart.
- E. Other than Tuesday staff meetings TBT meetings held outside of the contractual school day will be voluntary and compensated per Article 29.05 E.
- F. The Association and the Board will use the TBT 5 step form created by the ODE for reporting to the BLT, unless changes are mutually agreed upon.

**ARTICLE XXVIII – TEACHER SALARY SCHEDULE, INSURANCE PROGRAM,
DIFFERENTIALS**

28.01 Wages

- A. **The base salary shall be increased for the 2016-2017 school year by 2 1/2 % to \$37,491.95 on the present index, with longevity increases of \$1,000 at 25 or 26 years of service; \$2,500 at 27 or 28 years of service; an \$4,000 at 29 or more years of service.**
- B. **The base salary shall be increased for the 2017-2018 school year by 2 % to \$38,241.79 on the present index, with longevity increases of \$1,000 at 25 or 26 years of service; \$2,500 at 27 or 28 years of service; an \$4,000 at 29 or more years of service.**
- C. **The base salary shall be increased for the 2018-19 school year by 1 1/2 % to \$38,815.42 on the present index, with longevity increases of \$1,000 at 25 or 26 years of service; \$2,500 at 27 or 28 years of service; an \$4,000 at 29 or more years of service.**
- D. **Teachers will receive a onetime bonus of 2% of the teacher's base salary on the Salary Grid during the year of their request. Teachers may request this bonus in writing from the treasurer's office by October 30th of their chosen bonus school year and will receive this pay on or before December 30th. If a teacher has not requested this bonus it will be paid by July 31, 2019. If a teacher retires or resigns after October 30th this bonus will be paid based on the year of the effective date of their resignation or retirement.**
- E. Service is defined as teaching experience plus service the employee is eligible to purchase from STRS.

28.02 Health Insurance Trust

There shall be established a self-insured health plan by the Lorain Board of Education covering the bargaining unit members in accordance with the terms of this article and pursuant to ORC 3313.202. This shall include hospitalization, prescription drug, dental and vision coverage's. The board's annual contribution increase by Three Hundred Thousand Dollars (\$300,000.00) for 2004-05, Three Hundred Thousand Dollars (\$300,000.00) for 005-06, Three Hundred Fifty Thousand Dollars (\$350,000.00) for 2006-07, outside the annual actuarial assessment. **The Board shall contribute an additional sum of money, not to exceed \$400,000 each year, as is needed to prevent an increase in the premiums contributed by employees enrolled in the Health Trust plan based on the Trust's actuarial best estimate for that year. The additional payments shall be for the 2017 fiscal year, the 2018 fiscal year and the 2019 fiscal year of the Trust. These additional payments are conditioned on the Health Trust trustees providing the Board with all claims data and a complete census of the members enrolled in the plan including whatever information is needed by the Board for the Board to obtain on its own, without further approval of the LEA or the Trust, bids for a health insurance plan or proposals for either a fully insured plan or a self-insurance plan as deemed appropriate by the Board. Further the Board shall be permitted to share the results of such RFP's with the representatives of the Trust, the officers of the LEA and the LEA membership, provided that such release of information shall include a complete and accurate summary of the differences between any such Board plan and the existing Health Trust plan. In addition the LEA shall have the right to include in such release its own summary of the differences in any proposed plan and the existing plan as well as its recommendation. In no event shall the LEA representatives to the Health Trust be required to accept or adopt any such proposals obtained by the Board.**

(See Appendix for the Joint Insurance Health Plan Trust Document).

28.03 Term Life Insurance

The Board shall provide all employees eligible for membership in the LEA with fifty thousand dollars (\$50,000) term life insurance policy. This insurance shall provide for double indemnity. The members shall have the option to purchase additional insurance, payroll deductible, at the same group rates.

28.04

- A. Differentials for Extra Duty Assignments: According to Ohio Law, each teacher accepting an extra duty assignment will be offered a "Teacher Contract- Supplemental-Limited". Such differentials are compensation for time served outside the regular teacher work day and/or regular teacher work year to meet requirements of the supplemental assignment.
- B. Supplementals not filled by bargaining unit members will be announced, in writing, in the building annually.
- C. Percentages are of the B.A. Base Salary.
- D. High School Athletics
 - Head Football Coach 22.5%
 - Asst. Football Coaches 104.0%*
 - Equipment Manager & Trainer 4%
 - Head Basketball Coach 22.5%
 - Asst. Basketball Coaches 39.0%*
 - Head Wrestling Coach 20.0%
 - Asst. Wrestling Coach 13.0%
 - Head Baseball Coach 14.0%
 - Asst. Baseball Coach 9.0%
 - Freshman Baseball Coach 6.0%
 - Head Soccer Coach 15.0%*
 - Asst. Soccer Coach 9.0%
 - Head Track Coach 16.0%
 - Asst. Track Coach 9.0%
 - Cross Country Coach 9.0%
 - Tennis Coach 14.0%
 - Asst. Tennis Coach 9.0%
 - Faculty Manager (all sports) 25.0%
 - Golf Coach 9.0%
 - Bowling Coach 5.0%
 - Intramurals (Boys & Girls) 5.0%
 - Girl's Basketball Coach 22.5%
 - Girl's Asst. Basketball Coaches 39.0%*
 - Girl's Volleyball Coach 18.0%
 - Girl's Asst. Volleyball Coaches 33.0%*
 - Girl's Tennis Coach 14.0%
 - Girl's Softball Coach 14.0%
 - Freshman Softball 6%
 - Girl's Track Coach 16.0%

- Girl's Asst. Track Coach 9.0%
- Girl's Asst. Softball Coach 9.0%
- Head Varsity Swimming Coed Coach 14%
- Head Girl's Golf 9%

E. Junior High Athletics Interscholastic Athletic Coaches

- Head Football Coach 8.5%
- Asst. Football Coaches 8.5%
- Head Basketball Coach 8.5%
- Asst. Basketball Coach 8.5%
- Head Track Coach 5.5%
- Asst. Track Coach 5.5%
- Head Wrestling Coach 8.5%
- Asst. Wrestling Coach 8.5%
- Baseball 5.5%
- Softball 5.5%
- Girl's Basketball Coach 8.5%
- Asst. Girl's Basketball Coach 8.5%
- Volleyball Coach 8.5%
- Asst. Volleyball Coach 8.5%
- Soccer Coach 6.0%
- Girl's Track Coach 5.5%
- Asst. Girl's Track Coach 5.5%

Intramural Sports

- Saturday Basketball 5.0%
- Intramurals 5.0%
- Intramurals (10 week program) 3.0%
- Intramural Coordinator 6.0%

*Administrative guidelines will be developed for equitable division of supplemental contract amounts not exceeding these amounts. High School head football and basketball coaches shall recommend to the athletic director the amount to be paid to each assistant coach. The Administration will review and recommend the issuance of supplemental contracts. Nothing herein shall be construed as limiting the Administration's authority to substitute an amount to be paid to an assistant coach from the amount recommended by the head coach. Nothing herein shall be construed as limiting the head coaches from recommending for him/herself a percentage of the above amounts for duties performed. If a head soccer coach is hired, he will be provided an Assistant.

F. High School

- Band Director (a) ** 19.0%
- Asst. Band Director (a) ** 16.0%
- Jazz Band 7.0%
- Choral Director (b) ** 14.0%
- Orchestra Director 11.5%

- Dramatics (Two (2) productions / year) 8.0% per production
- **Building Leadership Team (BLT) 3%*****
- **Response to Intervention committee(RtI) 3%*****
- **Positive Behavior Interventions and Supports committee (PBIS) 3%*****

City Wide Musical:

- Vocal Group Coordinator 6%
- Director/Choreographer 6%
- Vocal Director/Accompanist 6%
- Instrumental Music Coordinator 6%
- Department Chairpersons 8.5%
- Yearbook Advisor 10.0%
- Newspaper Advisor 7.5%
- Business Manager – Yearbook 4.0%
- Business Manager – Newspaper 3.5%
- Cheerleading (d) ** 9.0%
- Asst. HS Cheerleading 5%
- Senior Class Advisor 6.0%
- Club Sponsors 3.0%
- Model U.N. Advisor 8.5%
- Stage Manager 5.0%
- Student Council 4.0%
- Academic Challenge/Speech & Debate (e) ** 8.5%
- Building Tech Coordinator 5.0%
- ROTC Color Guard 6.0%
- ROTC Drill Team 3.0%
- ROTC Military Property 10.0%
- ROTC Rifle Team 3.0%
- ROTC Orienteering 3.0%
- College Options 2.6% per college class

** See “Administrative Features” @ (K) (2) below.

G. Junior High School

- Building Tech Coordinator 5.0%
- Band Director 4.0%
- Orchestra Director 3.0%
- Choral Director 3.0%
- Cheerleading 3.5%
- Club Sponsor 3.0%
- Building Manager 11.0%
- Faculty Manager 11%
- **Building Leadership Team (BLT) 3%*****
- **Response to Intervention committee(RtI) 3%*****
- **Positive Behavior Interventions and Supports committee (PBIS) 3%*****

H. Pupil Services

Special Education

- Speech Coordinator 5.0%
- Jump Start Coordinator 11.0%
- **PreK-12 Intervention Specialist Teachers 1 1/2% and 1 day to work on IEPs**
- **Speech Pathologist 1 1/2% and 1 day to work on IEPs**

I. Elementary School

- Building Tech Coordinator 5.0%
- Building Manager (full-time) 11.0%
- Building Manager (halftime) 7.5%
- Patrol Supervisors 3.5%
- Supervisor of Hall Guards 3.5%
- Club Sponsor 3.0%
- Student Council 4.0%
- Intramurals 3.0%
- Student TV Coordinator 1.0%
- Elementary Basketball 9.5%
- Football Coordinator 9.5%
- **Building Leadership Team (BLT) 3%*****
- **Response to Intervention committee(RtI) 3%*****
- **Positive Behavior Interventions and Supports committee (PBIS) 3%*****
- **Preschool accreditation compliance 1 1/2%**
- ***Preschool accreditation bonus 1 1/2%**
*for preschool teachers in buildings the year an above average accreditation score such as a “5 star step up to quality rating” is achieved

J. District wide

- Art Coordinator 6.0%
- Student Art Display 12.0%
- Instrumental Music Coordinator 6.0%
- Vocal Music Coordinator 6.0%
- TV Host \$50.00 per show
- **District Leadership Team (DLT) 3%*****
- **Special Education Committee 3%*****
- **Physical Education (PE) Coordinator 6%**
- **Foreign Language Coordinator 6%**

*** See “Leadership Teams”@ (K) (3) below

K. GENERAL PROVISIONS:.

1. Should the Board create a new duty assignment for which a supplemental contract is required, a designee of the Board shall meet with the President of the Association or his/her designee to mutually determine an appropriate pay differential under the supplemental contract. In devising such differentials, the parties shall endeavor to compensate equally positions of substantially

equal effort.

2. Administrative Features

- a. The differentials for the Band Director and Assistant include compensation for the August marching band practice period comparable to the time requirements for the football coaches; for two (2) approved civic performances, for the regularly scheduled performances such as football games, Band-O-Rama, etc.; and other additional time. The Assistant supplemental includes the duties of assisting the Band Director throughout the school year.
- b. The Choral Director will normally provide service for time outside the school day comparable to that of the Band Director.
- c. Department chairpersons will be available the week before school starts to provide services (1) relating to the orientation of teachers new to the system and (2) relating to the opening of school.
- d. Senior High Cheerleading Advisors will accompany their groups to designated in-city away activities and out-of-town schedules.
- e. Approximately ten (10) Saturdays are necessary.

3. Leadership Teams

- a. **The Superintendent reserves the right to limit the number of people on each leadership team.**
 - b. **The Superintendent reserves the right to remove a person from the leadership team for good cause such as missing meetings.**
 - c. **In order to receive the supplemental bonus of 3% the team member must fully attend at least 80% of all meetings including meetings held outside the regular school day.**
- L. Magnet School Coordinators shall receive a supplemental contract for their services. Their duties shall be non-administrative, non-supervisory, and non-evaluative of personnel. (See Job Description in Appendix) Compensation shall be in the form of a minimum of fifteen (15) hours of released time per week with a certificated teacher hired to replace the coordinator during the released time. Any released time above the stated minimum shall be determined by the Administration. Due to unique situations in some buildings exceptions to the minimum hours of released time may be made with the concurrence of the LEA President.
1. Persons in the “coordinator” position shall remain members of the bargaining unit.
 2. Magnet coordinators shall be released from a proportional amount of all classroom responsibilities.
 3. If the “coordinator” works beyond the regular contract day and Seven (7) hours and thirty-five (35) minutes for K-6 bargaining unit members and Seven (7) hours and thirty-five (35) minutes for 7-12 bargaining unit members), they shall be compensated at the effective hourly rate. Work beyond the regular work day must be authorized by the building principal.

4. Replacement teachers for the coordinators will be members of the bargaining unit where eligible. Upon termination of a coordinator position the replacement teacher may bid on other available teaching positions or be subject to the current RIF procedure if no teaching positions are available.
 5. Upon non-renewal of this supplemental or resignation, the coordinator shall return to their prior status as full time teachers within their present assigned building.
- M. Coordinators who are required to work additional days by the State Department of Education to fulfill program requirements shall be paid the same per diem rate for the extended service that they receive during the regular school year.
- N. Guidance Counselors supplemental salary will be calculated by adding to each counselor's scheduled salary fourteen times their per diem rate of pay (to include longevity). No existing counselor employed as of 10/91, will receive less compensation than provided for at 15% of BA base pay. Each counselor's work year will be extended by eight (8) days to be divided between the days immediately preceding and immediately following the work year. The remaining compensation is in recognition that the duties and responsibilities frequently require an extended work day. Compensation will be disbursed equally among the all pay periods. All counselors assigned after July 1, 1995, will be paid on a 15% supplemental. The counselor's work day shall be the same length as all bargaining unit members in the building in which they are assigned. Conference time for counselors will not appear on the master schedule of the building they are assigned as the duties of counselors largely involve conducting conferences. (See Appendix for Job Descriptions & Evaluation forms)
- O. Job Descriptions shall become part of the agreement when approved by both parties.

28.05 Hourly Rate and Home Instruction

- A. The hourly rate for instruction shall be 0.081% of the B.A. base salary.
- B. For non-academic, Lorain Institute teaching, and for In-service and Curriculum writing the hourly rate will be 0.073% of the B.A. base salary.
- C. Home Instruction shall be at the hourly rate established in this section.
 1. During the regularly scheduled work day, when the principal authorizes services to be performed on an hourly rate basis, this may be taken as compensatory time in lieu of the money at the teacher's discretion. Such compensatory time shall accumulate on an hourly basis with eight (8) hours equal to a day. Compensatory time must be utilized within the school year.
 2. If a teacher working toward one (1) day of compensatory time falls short of the necessary eight (8) hours, he/she will receive the hourly rate on the last pay in May.
 3. Records shall be maintained at the building level.

28.06 LD Tutors

- A. Any member of the bargaining unit who agrees to tutor will be compensated in accordance with Article 28.05

- B. Per diem substitute teachers (that is, those substitutes paid a daily rate of 1/184 of the teachers' base salary schedule contained in the LEA-BOE negotiated agreement) shall become members of the bargaining unit upon placement at the per diem salary. Per diem substitutes shall be hired if it's anticipated that their employment shall be for more than sixty (60) days.

- C. Per diem substitute teachers shall be entitled to only the following provisions of the collective bargaining agreement and no other:
 - a. Employment Practices and conditions (Article V)
 - b. Facilities (Article IX)
 - c. Evaluation (Article X)
 - d. Protection of Teachers (Article XII)
 - e. Teacher Authority (Article XIII)
 - f. Personal and Academic Freedom (Article XV)
 - g. In Service Training (Article XVII)
 - h. Attack Leave (Article 18.01 C.)
 - i. Class Size and Load (Article XXIII)
 - j. Progressive Discipline (Article XXV)
 - k. Work Day (Article 27.09)
 - l. Hourly compensation for time required beyond the stipulated duty hours (Art. 27.09)
 - m. Insurance's (Art. 28.02)

- D. Other substitute teachers (paid less than the "per diem" rate according to Board policy) shall not be recognized as members of the bargaining unit.

- E. Special Education Tutors will be in the bargaining unit and will be excluded from the requirement to work fifteen (15) hours per week as outlined in Article 2, Section .01.

Special Education Tutors shall be subject to the contract except as follows:

1. Special Education Tutors shall only be employed under a one (1) year limited contract and on an as-needed basis. The limited contract under which a tutor is employed does not need to be non-renewed.
2. As used in this section, "tutor" means an employee under contract with the Board employed for and regularly assigned to a tutorial position requiring the holding of a valid teaching certificate.
3. Tutor seniority and teacher seniority shall be treated separately and shall follow the guidelines stipulated in Article 22.07.
4. Tutors shall not be entitled to the following:
 - a. conference time
 - b. paid lunch time
 - c. bidding on teacher position postings
 - d. continuing contracts
 - e. insurance benefits except as specified in section (7) below
5. Tutors will be subject to the reduction in force provisions of this contract except that the contract of tutors and hours of work may be reduced or suspended due to reduction in funding for the program to which the tutor is assigned. Persons employed as tutors who desire a full time teaching position shall have the right to apply for open Special Education positions for which they are certified and qualified after these positions are posted for current full time bargaining unit members.
6. Persons employed as tutors who desire a full time teaching position shall have the right to apply for open Special Education positions for which they are certified and qualified after these positions are posted for current full time bargaining unit members.
7. Persons employed as tutors who work twenty (20) hours or more per week shall be entitled to single coverage hospitalization coverage.
8. In a building that has assigned Special Education teacher, LD tutors will not be required to write IEPs or alternative assessments. In a building that does not have an assigned Special Education teacher, LD tutors shall be paid \$50 of the BA base salary to write IEPs as well as to write alternative assessments.

28.07 School Nurses

Certified school nurses shall be placed on the three (3) year training column of the current teacher salary schedule. Nurses who resign or retire will not be replaced. The Board in lieu of a nurse agrees to employ one (1) health aide to the position vacated by the nurse. (See Job Description in Appendix.)

28.08 Severance Pay

Severance pay shall be a one-time lump sum payment to eligible employees according to the following provisions:

A. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. The individual retires from the school system.
2. Retirement" shall be defined as disability or service retirement under state or municipal retirement system in the state.
3. The individual must be eligible for disability or service retirement as of the last day of employment.
4. The individual must within one hundred and twenty (120) days of the last day of employment prove acceptance into the retirement system by having received in cash his/her retirement check.
5. The individual must have not less than ten (10) years of service with this school district.
6. The individual must sign for severance check certifying all eligibility criteria have been met.

B. Benefit Calculation

The amount of the benefit due an employee shall be calculated by:

1. Multiplying the employee's accrued but unused sick leave by one fourth.
2. Multiplying the product times the per diem rate of pay appropriate for the individual's placement on the base salary schedule.
3. The amount of the benefit calculated in Steps 1 and 2 shall not exceed the following: seventy-two (72) days of accrued but unused sick leave for retirement.
4. Individuals may elect to take severance pay in a single payment at the time of retirement or to split severance pay into two equal installments in the year of retirement during the following January.

ARTICLE XXIX – ENTRY YEAR MENTORSHIP PROGRAM

29.01 Purpose

- A. The Resident Educator Program for beginning teachers will provide Ohio’s newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident educator Program will be a Program administered and funded by Lorain City School District.

29.02 Definitions

Resident Educator Program

- A. The four-year program created by statute designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

Mentor

- B. A mentor is a teacher trained and assigned to provide professional support to a resident educator following the guidelines and protocols of the Resident Educator Program.

Resident Educator

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

29.03 Program Leadership

A. Responsibilities

1. Collaborate in the administration of the program, selection and assignment of mentors;
2. Provide for the training of mentors and resident educators;
3. Review the program’s effectiveness;
4. Address/solve, mentor/resident educator concerns, issues, problems; and
5. Comply with ODE and statutory requirements.

B. Leadership Makeup

The District’s Human Resource Director or designee and the Association’s President or designee shall comprise the leadership of the Mentorship Program.

1. The Designee of the Association President shall be titled the “Lead Mentor”.
2. Qualifications of Lead Mentor:
 - a. The Lead Mentor must have a **valid 5 -year professional license or any equivalent licensure/certificate the ODE considers qualified to be a mentor**
 - b. The Lead Mentor shall have completed Mentor Training through the ODE.

- c. The Lead Mentor shall have served as a Mentor teacher in the Lorain City Schools.
3. The Lead Mentor shall be paid a stipend of 10% of the base salary.

29.04 Mentors

A. Qualifications

1. The mentor teacher must have **a valid 5 -year professional license or any equivalent licensure/certificate the ODE considers qualified to be a mentor.**
2. The mentor teacher must be trained or **willing to be trained** to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
3. The mentor teacher must hold a valid teaching certificate/license and may be assigned to resident educators with the same area of certification/license.
4. The mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

B. Selections

1. **The Lead Mentor will be selected from qualified bidders (5 day bidding period) by August 1st.**
2. **Mentors will be selected from qualified bidders by September 30th. If there are more Resident Educators than bidders in the first 5 day posting then there will be a second 5 day posting. Those bidding in the 1st posting will be assigned a Resident Educator 1st and will be 1st to receive multiple Resident Educators if necessary.**
3. Selections shall be made by the Program's Leadership, provided, however, the District reserves the right to make the final selection if the Program's Leadership is unable to agree.
4. A mentor teacher shall be assigned to a resident educator **taking into consideration certification/licensure and then building proximity with Resident Educators.**

C. Training

Mentor teachers shall be provided with the following:

1. An orientation to mentoring responsibilities;
2. State required mentor training;
3. Opportunities to consult with and otherwise assist the assigned resident educator teacher on a regular basis, with adequate time within the instructional day allocated for such consultation and assistance.

D. Responsibilities

1. The mentor teacher shall carry out the Resident Educator Program in conjunction with the resident educator as developed by ODE.
2. Consult with and otherwise assist the assigned resident educator teacher on a regular basis within the instructional day.
3. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal – setting agreement), and protocols to support the resident educator.
4. The mentor will attend regional mentor network meetings.
5. The mentor does not have a formal evaluative role. The mentor’s role is to support the growth of the resident educator as an instructional mentor through formative assessment tools.

E. Release Time

1. Each mentor teacher shall be granted release time for district mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated and approved by the superintendent or their designee.
2. Each mentor teacher shall be granted release time to attend necessary training.

29.05 Restrictions

The summative assessment statement shall not be used for evaluation purposes. Materials jointly developed by the mentor/resident educator shall not be used in a remediation program.

29.06 Compensation

- A. In addition to any release time authorized pursuant to section 31.04 E, each mentor teacher shall receive a stipend of \$2,000.00 for each resident educator mentored. The stipend is to be paid one half in December and one half in June of the school year in which the mentoring takes place.
- B. The mentor will pay all training fees required for mentors to receive the mandatory ODE state mentor training.

29.07 Resident Educator

- A. Each resident educator shall be given an initial orientation on the following matters:
 1. The pupils and community to be served;
 2. School policies, procedures, and routines;
 3. Courses of study, competency-based education programs, and responsibilities for lesson plans;
 4. The layout of the facilities of the assigned school building (s);

5. The nature of the Resident Educator Program which will be provided;
 6. Additional information a resident educator may need to be adequately prepared for a specific assignment.
- B. Each resident educator shall be provided with the following:
1. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
 2. Assistance with the management tasks identified as especially difficult for beginning teachers;
 3. Assistance in the improvement of instructional skills and classroom management; and;
 4. The opportunity to consult/observe other teachers within the district. The resident educator may request the approval of the program leadership to consult/observe teachers outside the district.
- C. The resident educator shall be provided release time not to exceed two (2) days per year for the purpose of observing classes; meetings with his/her mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the building principal/immediate supervisor.
- D. The resident educator is not required to complete an IPDP or to utilize the LPDC process.

29.08 Protections

- A. Other than a notation to the effect that a teacher served as a Mentor teacher, the teacher's activities as a Mentor teacher shall not be part of that resident educator's evaluation.
- B. No resident educator shall be required to remain in a Resident Educator Program after advancing to a professional educator license.
- C. In the event that the district does not comply with the Resident Educator Program the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action (s) and/or inaction (s) of the District.
- D. Mentor teachers shall not participate in the evaluation of any resident educator.
- E. Mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- F. No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/resident educator discussions.

- G. All interaction, written or oral, between the mentor teacher and the resident educator shall be confidential.
- H. At any time, either the mentor teacher or the resident educator may exercise the option to have a new mentor assigned. The mentor and the resident educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
- I. All members of Program Leadership, mentor teachers, and resident educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- J. Mentor teachers shall communicate directly with the resident educators and shall not discuss/report the performance and progress of the resident educator with any administrator, assessor, or other teacher.
- K. No mentor teacher shall participate in any informal or formal evaluation of a resident educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of a resident educator.
- L. The regular evaluation of the mentor teacher shall not be affected in any aspect by the Resident Educator Program or its demands.
- M. The Mentor program shall not replace the employee evaluation system.

29.09 Program Review/Revisions

- A. Mentor teachers and resident educators may meet as a group with the Program Leadership prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than the last day of the school year.
- B. Association and District representatives may meet to discuss the recommendations prior to the next school year.
- C. In addition to meeting for program evaluation purposes, mentor teachers may meet on a periodic basis for coordination purposes.

29.10 Records

- A. The Program Leadership shall determine to what extent to keep and retain records of its meetings, decisions, actions and recommendations to the extent permitted by law. The District shall make the final determination as to which records must be maintained.

ARTICLE XXX - TUITION REIMBURSEMENT

30.01

The Board agrees to pay up to One Hundred Dollars (\$100.00) per quarter hour or One Hundred Fifty Dollars (\$150.00) per semester hour to full-time teaching employees who successfully complete graduate courses accepted by the Ohio Department of Education for licensure purposes.

30.02

An employee may receive reimbursement for a maximum of six (6) semester hours or nine (9) quarter hours per school year under this provision. A certified transcript and a receipt for tuition payments must be submitted to the Board Treasurer to be eligible for tuition reimbursement.

30.03

An employee must teach in the district the year following the earning of the coursework credit to be eligible to receive tuition reimbursement.

30.04

The Board will appropriate for tuition reimbursement purposes a maximum of Fifty Thousand Dollars (\$50,000). If the amount of valid tuition reimbursement requests exceeds this amount, eligible employees will be reimbursed on a prorated basis computed by dividing the appropriated amount by the total number of credit hours district wide for which reimbursement is requested.

- A. The teacher must file, no later than October 15, a payment receipt and transcript of credits showing the course work completed with the Board Treasurer.
- B. Reimbursement will be made no later than November 30th for work completed the previous school year/summer.

30.05

The amount of tuition reimbursement shall not exceed the actual cost of the tuition paid by employee for coursework. Additionally, employees who are reimbursed by another agency shall be eligible only for the difference, if any, between reimbursement to which they would be entitled and the amount received from the agency. Any unused balance shall be carried over to the next fiscal year.

ARTICLE XXXI SUPPLEMENTAL TASK FORCE

Supplemental Task force will be comprised of four persons: the Superintendent/or designee and one Superintendent appointee, the Association President/or designee and the Negotiations Chair of the Association. The purpose of this task force will be to review, list and organize all supplementals into categories and pay scales. The Task Force will survey current individual performing supplementals for input on hours of duty, responsibilities and personnel support needed. The task force will be created by October 1, 2013. The Task Force will produce an interim report by January 31, 2014 and a culmination of their work by May 31, 2014 for ratification by the Board and the Association.

-ARTICLE XXXII --SICK LEAVE BANK

32.01

A sick leave bank will be established. On an annual basis each member may voluntarily donate a maximum of one (1) accumulated, but unused sick day to a Sick Leave Bank donations will be made by September 30th of each year.

32.02

The annual year will be September 30th to the following September 29th.

32.03

All new bargaining unit members shall establish annual eligibility for enrollment in the sick bank by donating one (1) sick day to the bank. The donation must be made within (30) days of employment.

32.04

The Superintendent and the LEA President shall mutually determine eligibility for persons who apply for the use of paid leave from the Sick Leave Bank. Such eligible employees must have exhausted all of their sick leave accumulation and must have a serious or catastrophic illness or injury personally or in their immediate family.

32.05

You are only eligible to withdraw sick days in the annual year of your donation.

ARTICLE XXXIII – MENTORING FOR EXPERIENCED NEW EMPLOYEES

33.01

New employees hired by the Board who have prior experience and who are not participating in the Entry Year Mentor Program shall be assigned a peer mentor in the same building/small school who shall assist the new employee with orientation and peer assistance with their new assignment.

33.02

Peer mentors assigned to experienced new employees shall be given up to two (2) days of released time to perform these duties and shall be paid a supplemental contract of Five Hundred Dollars (\$500.00) for these responsibilities.

33.03

Assignment of Peer Mentors shall be made by the Superintendent.

ARTICLE XXXIV – EMPLOYMENT OF RETIREES AS TEACHERS

34.01

Definition of Retiree -- A Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

34.02

Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is

not already employed by the Board, the Board may consider and employ. Retirees for any such vacancy upon the recommendation of the Superintendent.

34.03

A Retiree shall be paid at no less than the BA-0 salary step level, regardless of training and years of service in any Ohio public or private school; and so long as employment with the Board continues, shall not advance on the salary schedule based either on years of service or additional training. This provision expressly supersedes Chapter 3317 of the Ohio Revised Code.

34.04

A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of nonrenewal or Board action is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Article VI(6.01(A)) and Article XXII regarding limited contract teachers shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111.

34.05

A Retiree shall accumulate and may use sick leave in accordance with Article XVIII of the Negotiated Agreement, but shall not be entitled to severance pay under Article XXIX, Section 29.08 of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.

34.06

A Retiree shall not accumulate Seniority in the bargaining unit and has no right of recall in the event of a reduction in force pursuant to Article XXII of the Negotiated Agreement.

34.07

Except for Section 38.07 above, this Article shall only apply to bargaining unit members hired on or after February 1, 2007. Retirees employed prior to February 1, 2007 who are receiving District Health Trust insurance benefits shall enroll in STRS medical insurance benefits no later than July 1, 2007. For such employees, the Board will pay the employee the difference between the employee's cost of Health Trust Coverage and the employee's cost for STRS coverage for comparable coverage.

34.08

Retirees shall not be subject to mentoring or nonrenewal provisions of this Agreement.

ARTICLE XXXV – JOB SHARING

35.01

With the approval of the building principal and Superintendent or designee, two teachers may share a certificated teaching assignment.

35.02

Teachers who wish to share an assignment shall submit a written plan for such arrangement to the

building principal no later than April 1 of the year preceding the proposed job share. The plan must include the following elements:

- A. That the plan will be in effect for a full school year;
- B. The area of teaching assignment, including grade level, building and courses to be shared;
- C. A full description of the teaching techniques and methods and grading practices employed by each teacher, with a full explanation of steps the participants will employ to ensure compatibility of such techniques and practices; and
- D. The percentage of the regular full-time workday each participant proposes to teach.

35.03

Teachers who wish to participate must locate their job-sharing partner. No teacher will be required to job-share.

35.04

Each teacher shall be entitled to single health and prescription drug coverage at no cost to the teacher or one teacher may elect to have family health and prescription drug coverage at Board expense while the other receives no coverage. Each shall have the option of purchasing family health and prescription drug coverage at the district's average cost of the coverage. Each teacher shall be provided with a Thirty Thousand Dollar (\$30,000.00) term life insurance policy. Dental Insurance and Vision Care Insurance shall be provided to the teachers as they choose, provided that the combined cost of these insurances does not exceed the cost to the Board in providing these insurance programs to one teacher. The teachers will inform the Office of Human Resources of their choices for the health benefits prior to August 1 of the contract year.

35.05

Participants shall acquire seniority credit for layoff and salary schedule placement purposes on a proportionate basis, e.g., one-half time service provides one-half year credit.

35.06

Job-sharing teachers shall be considered for changes in contract status, evaluation, and layoff on the same basis as full-time teachers.

35.07

Each participant must attend all evening and after-school meetings expected of full-time teachers and such assignments.

35.08

When a job-sharing participant is absent, her/his job-sharing partner shall be asked to substitute prior to any casual substitute being contacted.

35.09

Teachers who job share and wish to return to full time employment will submit a letter to the Director of Human Resources by April 1st of the year preceding the proposed return to full time status.

35.10

Teachers who are returning to full time employment will place themselves in the unassigned pool in accordance with Article 11.02 C1.

Article XXXVI – COLLEGE CREDIT COURSES

- 36.01 Provisions of this article govern the policies for implementing College Credit courses such as College Credit Plus (CCP) or any other college credit courses taught in Lorain City Schools.**
- 36.02 Bargaining unit members who have the required credentials (or are willing to become credentialed with a co-operating teacher) to teach the course will be given first right of refusal for college credit course teaching positions. Bargaining unit members shall not be involuntarily transferred into College Credit Courses, unless the district had previously assisted the teacher to become qualified pursuant to this article. If a member is interested in teaching a College Credit Course and is currently not qualified the district will allow the teacher to “co-operatively” teach the course with a qualified staff member of a co-operating college or university and assist the teacher in becoming qualified.**
- 36.03 Any teacher who teaches a course that qualifies for College Credit shall be permitted to visit the participating institution of higher education to engage in planning with the cooperating college instructor. The teacher shall be paid his/her per diem rate of pay for the in-service day, plus any other necessary and actual expenses (e.g. mileage, meals, etc.) at the district rate.**
- 36.04 Any class size for teachers who teach a course for College Credit shall be governed by the class size limits required by Article 23 of the CBA. College Credit Courses will not be taught at the same time, by the same teacher, in the same classroom as non-college credit courses.**
- 36.05 Any teacher who teaches a College Credit course shall be paid a stipend of 2.6% B.A. step 0 per semester.**
- 36.06 Any teacher who teaches a course for college credit shall be provided one professional leave day at the end of each semester in order to fulfill required administrative responsibilities (e.g. grading the course, etc.)**
- 36.07 No existing bargaining unit position shall be eliminated and no bargaining unit employee shall be displaced as a result of the district’s participation in College Credit courses such as CCP, PSEO etc.**
- 36.08 Subject to agreements worked out with Lorain County Community College a qualified or willing to become qualified bargaining unit member will annually have first right of refusal for teaching after School or Summer College Credit Classes taught in Lorain city School Facilities.**

ARTICLE XXXVII – EFFECT OF AGREEMENT

37.01 Legality of Provisions

If any provision of this agreement or any application of the agreement to staff members covered under the terms of this agreement is found to be contrary to law, then such provisions or applications shall be deemed invalid to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

37.02 Changes

Changes may be made at any time by mutual consent concerning needed improvements in grammar, ambiguity, and redundancy in this document provided the content is not altered.

37.03

Consistent with federal and state law, the Board shall not discriminate on the basis of race, color, national origin, sex, age, or religion.

37.04

Nothing herein shall be construed to restrict or deny any rights members of the bargaining unit have under federal and state law.

ARTICLE XXXVIII – DURATION

38.01

Except as otherwise provided herein, this agreement shall be effective from **1 August 2016 to and including 31 July 2019.**

38.02

For the duration of this agreement, the Association, its officers and/or its members shall not engage in a strike, slowdown or withholding of services against the Lorain City Schools. The Association shall actively discourage any strike, slowdown or withholding of services against the Lorain City Schools by members of the bargaining unit.

38.03 Non-reprisal

The LEA and the Board of Education mutually agree there shall be no reprisals of any kind whatsoever, individually or collectively, by or against any person whether or not a participant in the strike which took place between September 4, 1979 and October 13, 1979 or for activities leading up to the pending strike of October 22, 2004. This agreement covers all members of the bargaining unit and their relatives, all Board members and their relatives and all other employees and pupils in the system and their relatives. Further, the parties mutually agree to urge and, where possible, cause the dismissal or withdrawal of all legal proceedings commenced as a consequence of or arising out of the strike.

38.04

In witness whereof, the parties have caused their names to be hereunto subscribed and attested to this ___ day of **June 2016**. This agreement supersedes and cancels all previous agreements, verbal or written, and constitutes the only agreement between the parties. The Board agrees that there will be no reduction-in-force until the Association is notified that such reduction is necessary.

SIGNATURES

ASSOCIATION

President 

Superintendent



LORAIN CITY SCHOOL DISTRICT
BOARD OF EDUCATION

LORAIN EDUCATION

President 

APPENDIX A

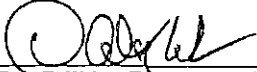
Lorain Salary Schedule Effective August 1, 2016 – Base Salary: \$37,491.95

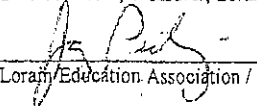
* See Article 29.01

Step	3 YR	BA	BA +10	BA +20	MA	MA +15	MA +30	PHD
0	0.8750 \$ 32,805.45	1.0000 \$ 37,491.95	1.0500 \$ 39,366.55	1.1000 \$ 41,241.14	1.1500 \$ 43,115.74	1.2000 \$ 44,990.34	1.2500 \$ 46,864.93	1.3000 \$ 48,739.53
1	0.9061 \$ 33,971.45	1.0360 \$ 38,841.66	1.0883 \$ 40,802.49	1.1407 \$ 42,767.06	1.1931 \$ 44,731.64	1.2456 \$ 46,699.97	1.2981 \$ 48,668.30	1.3507 \$ 50,640.37
2	0.9382 \$ 35,174.95	1.0733 \$ 40,240.11	1.1280 \$ 42,290.92	1.1829 \$ 44,349.22	1.2379 \$ 46,411.28	1.2929 \$ 48,473.34	1.3481 \$ 50,542.89	1.4034 \$ 52,616.20
3	0.9715 \$ 36,423.43	1.1119 \$ 41,687.30	1.1692 \$ 43,835.59	1.2267 \$ 45,991.37	1.2843 \$ 48,150.91	1.3421 \$ 50,317.94	1.4000 \$ 52,488.73	1.4581 \$ 54,667.01
4	1.0060 \$ 37,716.90	1.1520 \$ 43,190.72	1.2119 \$ 45,436.49	1.2721 \$ 47,693.51	1.3324 \$ 49,954.27	1.3931 \$ 52,230.03	1.4539 \$ 54,509.54	1.5150 \$ 56,800.30
5	1.0417 \$ 39,055.36	1.1934 \$ 44,742.89	1.2561 \$ 47,093.64	1.3191 \$ 49,455.63	1.3824 \$ 51,828.87	1.4460 \$ 54,213.36	1.5099 \$ 56,609.09	1.5741 \$ 59,016.07
6	1.0787 \$ 40,442.56	1.2364 \$ 46,355.04	1.3020 \$ 48,814.52	1.3679 \$ 51,285.24	1.4343 \$ 53,774.70	1.5009 \$ 56,271.66	1.5680 \$ 58,787.37	1.6354 \$ 61,314.33
7	1.1170 \$ 41,878.51	1.2809 \$ 48,023.44	1.3495 \$ 50,595.38	1.4185 \$ 53,182.33	1.4880 \$ 55,788.02	1.5580 \$ 58,412.45	1.6284 \$ 61,051.89	1.6992 \$ 63,706.32
8	1.1567 \$ 43,366.94	1.3270 \$ 49,751.81	1.3988 \$ 52,443.74	1.4710 \$ 55,150.66	1.5438 \$ 57,880.07	1.6172 \$ 60,631.98	1.6911 \$ 63,402.63	1.7655 \$ 66,192.03
9	1.1977 \$ 44,904.11	1.3748 \$ 51,543.93	1.4498 \$ 54,355.83	1.5255 \$ 57,193.97	1.6017 \$ 60,050.85	1.6786 \$ 62,933.98	1.7562 \$ 65,843.36	1.8344 \$ 68,775.23
10	1.2402 \$ 46,497.51	1.4243 \$ 53,399.78	1.5027 \$ 56,339.15	1.5819 \$ 59,308.51	1.6618 \$ 62,304.12	1.7424 \$ 65,325.97	1.8238 \$ 68,377.81	1.9059 \$ 71,455.90
11	1.2843 \$ 48,150.91	1.4756 \$ 55,323.12	1.5576 \$ 58,397.46	1.6404 \$ 61,501.79	1.7241 \$ 64,639.87	1.8086 \$ 67,807.94	1.8940 \$ 71,009.75	1.9802 \$ 74,241.55
12	1.3299 \$ 49,860.54	1.5287 \$ 57,313.94	1.6144 \$ 60,527.00	1.7011 \$ 63,777.55	1.7888 \$ 67,065.60	1.8774 \$ 70,387.38	1.9669 \$ 73,742.91	2.0575 \$ 77,139.68
13	1.3771 \$ 51,630.16	1.5837 \$ 59,376.00	1.6734 \$ 62,739.03	1.7641 \$ 66,139.55	1.8559 \$ 69,581.31	1.9487 \$ 73,060.56	2.0427 \$ 76,584.80	2.1377 \$ 80,146.54
14	1.4260 \$ 53,463.52	1.6407 \$ 61,513.04	1.7344 \$ 65,026.03	1.8293 \$ 68,584.02	1.9254 \$ 72,187.00	2.0228 \$ 75,838.71	2.1193 \$ 79,456.68	2.2211 \$ 83,273.37
(x)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
25	\$ 54,463.52	\$ 62,513.04	\$ 66,026.03	\$ 69,584.02	\$ 73,187.00	\$ 76,838.71	\$ 80,456.68	\$ 84,273.37
(y)	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
27	\$ 55,963.52	\$ 64,013.04	\$ 67,526.03	\$ 71,084.02	\$ 74,687.00	\$ 78,338.71	\$ 81,956.68	\$ 85,773.37
(z)	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
29	\$ 57,463.52	\$ 65,513.04	\$ 69,026.03	\$ 72,584.02	\$ 76,187.00	\$ 79,838.71	\$ 83,456.68	\$ 87,273.37

Footnote:

Note that (x), (y) and (z) are increases from step 14. For example, BA step 25 = \$61,513.04 (step 14) + \$1,000.00 for the Longevity increase for step 25 = \$62,513.04. BA step 27 = \$61,513.04 (step 14) + \$2,500 for the Longevity increase for step 27 = \$64,013.04. BA step 29 = \$61,513.04 (step 14) + \$4,000.00 for the Longevity increase for step 29 = \$65,513.04.

Prepared By:  6-16-16
 Dale T. Weber, Treasurer, Lorain City Schools / Date

Checked By:  6/28/16
 Lorain Education Association / Date

APPENDIX B

Lorain Salary Schedule Effective August 1, 2017 -- Base Salary: \$38,241.79

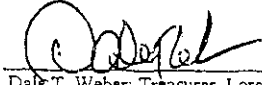
* See Article 29.01

Step	3 YR	BA	BA +10	BA +20	MA	MA +15	MA +30	PHD
	0.8750	1.0000	1.0500	1.1000	1.1500	1.2000	1.2500	1.3000
0	\$ 33,461.56	\$ 38,241.79	\$ 40,153.88	\$ 42,065.97	\$ 43,978.05	\$ 45,890.14	\$ 47,802.23	\$ 49,714.32
	0.9061	1.0360	1.0883	1.1407	1.1931	1.2456	1.2981	1.3507
1	\$ 34,650.88	\$ 39,618.49	\$ 41,618.54	\$ 43,622.41	\$ 45,626.28	\$ 47,633.97	\$ 49,641.66	\$ 51,653.18
	0.9382	1.0733	1.1280	1.1829	1.2379	1.2929	1.3481	1.4034
2	\$ 35,878.44	\$ 41,044.91	\$ 43,136.74	\$ 45,236.21	\$ 47,339.51	\$ 49,442.81	\$ 51,553.75	\$ 53,668.52
	0.9715	1.1119	1.1692	1.2267	1.2843	1.3421	1.4000	1.4581
3	\$ 37,151.90	\$ 42,521.04	\$ 44,712.30	\$ 46,911.20	\$ 49,113.93	\$ 51,324.30	\$ 53,538.50	\$ 55,760.35
	1.0060	1.1520	1.2119	1.2721	1.3324	1.3931	1.4539	1.5150
4	\$ 38,471.24	\$ 44,054.54	\$ 46,345.22	\$ 48,647.38	\$ 50,953.36	\$ 53,274.63	\$ 55,599.73	\$ 57,936.31
	1.0417	1.1934	1.2561	1.3191	1.3824	1.4460	1.5099	1.5741
5	\$ 39,836.47	\$ 45,637.75	\$ 48,035.51	\$ 50,444.74	\$ 52,865.45	\$ 55,297.62	\$ 57,741.27	\$ 60,196.40
	1.0787	1.2364	1.3020	1.3679	1.4343	1.5009	1.5680	1.6354
6	\$ 41,251.42	\$ 47,282.15	\$ 49,790.81	\$ 52,310.94	\$ 54,850.19	\$ 57,397.10	\$ 59,963.12	\$ 62,540.62
	1.1170	1.2809	1.3495	1.4185	1.4880	1.5580	1.6284	1.6992
7	\$ 42,716.08	\$ 48,983.90	\$ 51,607.29	\$ 54,245.97	\$ 56,903.78	\$ 59,580.70	\$ 62,272.93	\$ 64,980.44
	1.1567	1.3270	1.3988	1.4710	1.5438	1.6172	1.6911	1.7655
8	\$ 44,234.27	\$ 50,746.85	\$ 53,492.61	\$ 56,253.67	\$ 59,037.67	\$ 61,844.62	\$ 64,670.69	\$ 67,515.87
	1.1977	1.3748	1.4498	1.5255	1.6017	1.6786	1.7562	1.8344
9	\$ 45,802.19	\$ 52,574.81	\$ 55,442.94	\$ 58,337.85	\$ 61,251.87	\$ 64,192.66	\$ 67,160.23	\$ 70,150.73
	1.2402	1.4243	1.5027	1.5819	1.6618	1.7424	1.8238	1.9059
10	\$ 47,427.46	\$ 54,467.78	\$ 57,465.93	\$ 60,494.68	\$ 63,550.20	\$ 66,632.49	\$ 69,745.37	\$ 72,885.02
	1.2843	1.4756	1.5576	1.6404	1.7241	1.8086	1.8940	1.9802
11	\$ 49,113.93	\$ 56,429.58	\$ 59,565.41	\$ 62,731.83	\$ 65,932.66	\$ 69,164.10	\$ 72,429.94	\$ 75,726.39
	1.3299	1.5287	1.6144	1.7011	1.7888	1.8774	1.9669	2.0575
12	\$ 50,857.75	\$ 58,460.22	\$ 61,737.54	\$ 65,053.10	\$ 68,406.91	\$ 71,795.13	\$ 75,217.77	\$ 78,682.48
	1.3771	1.5837	1.6734	1.7641	1.8559	1.9487	2.0427	2.1377
13	\$ 52,662.76	\$ 60,563.52	\$ 63,993.81	\$ 67,462.34	\$ 70,972.93	\$ 74,521.77	\$ 78,116.50	\$ 81,749.47
	1.4260	1.6407	1.7344	1.8293	1.9254	2.0228	2.1193	2.2211
14	\$ 54,532.79	\$ 62,743.30	\$ 66,326.55	\$ 69,955.70	\$ 73,630.74	\$ 77,355.49	\$ 81,045.82	\$ 84,938.83
(x)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
25	\$ 55,532.79	\$ 63,743.30	\$ 67,326.55	\$ 70,955.70	\$ 74,630.74	\$ 78,355.49	\$ 82,045.82	\$ 85,938.83
(y)	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
27	\$ 57,032.79	\$ 65,243.30	\$ 68,826.55	\$ 72,455.70	\$ 76,130.74	\$ 79,855.49	\$ 83,545.82	\$ 87,438.83
(z)	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
29	\$ 58,532.79	\$ 66,743.30	\$ 70,326.55	\$ 73,955.70	\$ 77,630.74	\$ 81,355.49	\$ 85,045.82	\$ 88,938.83

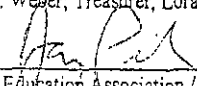
Footnote:

Note that (x), (y) and (z) are increases from step 14. For example, BA step 25 = \$62,743.30 (step 14) + \$1,000.00 for the Longevity increase for step 25 = \$63,743.30. BA step 27 = \$62,743.30 (step 14) + \$2,500 for the Longevity increase for step 27 = \$65,243.30. BA step 29 = \$62,743.30 (step 14) + \$4,000.00 for the Longevity increase for step 29 = \$66,743.30.

Prepared By:

 6-16-2016
Dale T. Weber, Treasurer, Lorain City Schools / Date

Checked By:

 6/28/16
Lorain Education Association / Date

APPENDIX C

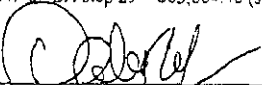
Lorain Salary Schedule Effective August 1, 2018– Base Salary: \$38,815.42

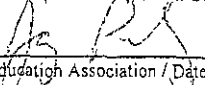
* See Article 29.01

Step	3 YR	BA	BA +10	BA +20	MA	MA +15	MA +30	PHD
0	0.8750 \$ 33,963.49	1.0000 \$ 38,815.42	1.0500 \$ 40,756.19	1.1000 \$ 42,696.96	1.1500 \$ 44,637.73	1.2000 \$ 46,578.50	1.2500 \$ 48,519.28	1.3000 \$ 50,460.05
1	0.9061 \$ 35,170.65	1.0360 \$ 40,212.78	1.0883 \$ 42,242.82	1.1407 \$ 44,276.75	1.1931 \$ 46,310.68	1.2456 \$ 48,348.49	1.2981 \$ 50,386.30	1.3507 \$ 52,427.99
2	0.9382 \$ 36,416.63	1.0733 \$ 41,660.59	1.1280 \$ 43,783.79	1.1829 \$ 45,914.76	1.2379 \$ 48,049.61	1.2929 \$ 50,184.46	1.3481 \$ 52,327.07	1.4034 \$ 54,473.56
3	0.9715 \$ 37,709.18	1.1119 \$ 43,158.87	1.1692 \$ 45,382.99	1.2267 \$ 47,614.88	1.2843 \$ 49,850.64	1.3421 \$ 52,094.18	1.4000 \$ 54,341.59	1.4581 \$ 56,596.76
4	1.0060 \$ 39,048.31	1.1520 \$ 44,715.36	1.2119 \$ 47,040.41	1.2721 \$ 49,377.10	1.3324 \$ 51,717.67	1.3931 \$ 54,073.76	1.4539 \$ 56,433.74	1.5150 \$ 58,805.36
5	1.0417 \$ 40,434.02	1.1934 \$ 46,322.32	1.2561 \$ 48,756.05	1.3191 \$ 51,201.42	1.3824 \$ 53,658.44	1.4460 \$ 56,127.10	1.5099 \$ 58,607.40	1.5741 \$ 61,099.35
6	1.0787 \$ 41,870.19	1.2364 \$ 47,991.39	1.3020 \$ 50,537.68	1.3679 \$ 53,095.61	1.4343 \$ 55,672.96	1.5009 \$ 58,258.06	1.5680 \$ 60,862.58	1.6354 \$ 63,478.74
7	1.1170 \$ 43,356.82	1.2809 \$ 49,718.67	1.3495 \$ 52,381.41	1.4185 \$ 55,059.67	1.4880 \$ 57,757.34	1.5580 \$ 60,474.42	1.6284 \$ 63,207.03	1.6992 \$ 65,955.16
8	1.1567 \$ 44,897.80	1.3270 \$ 51,508.06	1.3988 \$ 54,295.01	1.4710 \$ 57,097.48	1.5438 \$ 59,923.25	1.6172 \$ 62,772.30	1.6911 \$ 65,640.76	1.7655 \$ 68,528.62
9	1.1977 \$ 46,489.23	1.3748 \$ 53,363.44	1.4498 \$ 56,274.60	1.5255 \$ 59,212.92	1.6017 \$ 62,170.66	1.6786 \$ 65,155.56	1.7562 \$ 68,167.64	1.8344 \$ 71,203.01
10	1.2402 \$ 48,138.88	1.4243 \$ 55,284.80	1.5027 \$ 58,327.93	1.5819 \$ 61,402.11	1.6618 \$ 64,503.46	1.7424 \$ 67,631.99	1.8238 \$ 70,791.56	1.9059 \$ 73,978.31
11	1.2843 \$ 49,850.64	1.4756 \$ 57,276.03	1.5576 \$ 60,458.90	1.6404 \$ 63,672.81	1.7241 \$ 66,921.67	1.8086 \$ 70,201.57	1.8940 \$ 73,516.41	1.9802 \$ 76,862.29
12	1.3299 \$ 51,620.63	1.5287 \$ 59,337.13	1.6144 \$ 62,663.61	1.7011 \$ 66,028.91	1.7888 \$ 69,433.02	1.8774 \$ 72,872.07	1.9669 \$ 76,346.05	2.0575 \$ 79,862.73
13	1.3771 \$ 53,452.71	1.5837 \$ 61,471.98	1.6734 \$ 64,953.72	1.7641 \$ 68,474.28	1.8559 \$ 72,037.54	1.9487 \$ 75,639.61	2.0427 \$ 79,288.26	2.1377 \$ 82,975.72
14	1.4260 \$ 55,350.79	1.6407 \$ 63,684.46	1.7344 \$ 67,321.46	1.8293 \$ 71,005.05	1.9254 \$ 74,735.21	2.0228 \$ 78,515.83	2.1193 \$ 82,261.52	2.2211 \$ 86,212.93
(x) 25	\$ 1,000.00 \$ 56,350.79	\$ 1,000.00 \$ 64,684.46	\$ 1,000.00 \$ 68,321.46	\$ 1,000.00 \$ 72,005.05	\$ 1,000.00 \$ 75,735.21	\$ 1,000.00 \$ 79,515.83	\$ 1,000.00 \$ 83,261.52	\$ 1,000.00 \$ 87,212.93
(y) 27	\$ 2,500.00 \$ 57,850.79	\$ 2,500.00 \$ 66,184.46	\$ 2,500.00 \$ 69,821.46	\$ 2,500.00 \$ 73,505.05	\$ 2,500.00 \$ 77,235.21	\$ 2,500.00 \$ 81,015.83	\$ 2,500.00 \$ 84,761.52	\$ 2,500.00 \$ 88,712.93
(z) 29	\$ 4,000.00 \$ 59,350.79	\$ 4,000.00 \$ 67,684.46	\$ 4,000.00 \$ 71,321.46	\$ 4,000.00 \$ 75,005.05	\$ 4,000.00 \$ 78,735.21	\$ 4,000.00 \$ 82,515.83	\$ 4,000.00 \$ 86,261.52	\$ 4,000.00 \$ 90,212.93

Footnote:

Note that (x), (y) and (z) are increases from step 14. For example, BA step 25 = \$63,684.46 (step 14) + \$1,000.00 for the Longevity increase for step 25 = \$64,684.46. BA step 27 = \$63,684.46 (step 14) + \$2,500 for the Longevity increase for step 27 = \$66,184.46. BA step 29 = \$63,684.46 (step 14) + \$4,000.00 for the Longevity increase for step 29 = \$67,684.46.

Prepared By:  6-16-2016
 Dale T. Weber, Treasurer, Lorain City Schools / Date

Checked By:  6/28/16
 Lorain Education Association / Date

APPENDIX D

JOINT INSURANCE HEALTH PLAN TRUST

A. Joint Insurance Health Plan Trust

A Joint Insurance Health Plan Trust (JIHPT) composed of 12 designated representatives of the union and board is hereby created. The union shall appoint four people and the Superintendent shall appoint eight people. The LEA bargaining unit shall be assigned one vote plus one additional vote for each block of 100 members beyond the first 100. The Board representatives shall exercise a number of votes equal to the total of employee bargaining units votes. Decisions will be made by a three fourths majority of the votes.

B. Health Plan Trust Agreement

This Health Plan Trust Agreement shall be composed of such terms and conditions as agreed to by a three fourths majority of the trustees. The initial terms shall be for four years, commencing on November 1, 1993 and shall continue thereafter unless modified by collective bargaining.

C. Reserve

At the commencement of the Health Trust Plan Agreement, the Board of Education shall make a one-time payment into an Insurance Reserve held by the Health Plan Trustees an amount equal to 20% of the projected 125% cost, as determined in Reserve, below. There shall be transferred to the Joint Insurance Health Plan Trust from the Board an Insurance Reserve to be vested at the difference between the FY94 annual health care benefits cost according to the present schedule as determined by an actuarial study and the attachment point (125% of annual insurance cost) for aggregate stop loss insurance. The Board will charge all Board funds on a per participant basis to establish this reserve. This Insurance Reserve and interest accruing thereto may be used only for the purposes described in this section and that portion initially funded by the Board shall revert to the Board in the event of the termination of the trust. It shall be the responsibility of the Trustees to maintain this reserve after the initial set-up by the Board.

D. Run Out Reserve

A Run Out Reserve shall be established by adding to the premium rates for coverages (which will be charged to all other Board funds on a per participant basis) an amount calculated to achieve a reserve with sufficient dollars to pay for a three month run out should the trustees decide to opt for fully insured coverage in lieu of self funded coverage. This fund may be increased or decreased annually in order to maintain sufficient funding for its stated purpose. Overages shall be distributed by the Trustees as described below. This fund will be fully vested prior to June 30, 1996.

E. Operating Reserve

The Board of Education shall be responsible for the funding of the Self Insurance Trust Plan which shall be by monthly payments in advance of 1/12 of the annual funding level determined by an independent actuary based upon experience and factors generally recognized by health actuaries. Such factors shall include plan administrative costs, stop loss insurance costs, Third Party Administrator costs, and Managed Care Administrator costs. All such costs are to be determined by an Actuary selected by the trustees. Such annual projections shall be made in a like manner for each year of the plan but shall in no event be less than the projections in the first year. The totality of this contribution shall be known as the Operating Reserve. After the first year, the Board's annual increased cost will be limited to 50% of medical inflation increase or the cost of living increase both as determined by the US Department of Commerce for Greater Cleveland Metropolitan Area, whichever is greater. The funding for the each additional year shall be in twelve (12) equal installments and shall be as follows:

- a. An amount equal to the first year funding shall be paid 100% by the Board of Education.
- b. All increases in funding for each additional year in excess of the first year funding level shall be paid as follows:
 - I) All such increased costs of stop loss insurance shall be borne 50% by the Board of Education and 50% by plan participants.
 - II) All such increased costs attributed to increased management and administration costs shall be borne 50% by the Board of Education and 50% by the plan participants.
 - III) Any costs to be borne by the plan participants shall be paid as determined by the Trustees through enactment of cost containment changes in the plan or coverages which will result in savings determined by the independent actuary to be not less than the amount to be borne by the participants.

F. Trustee Authority

The plan shall provide benefits for hospitalization, medical, dental, vision, and prescription drugs, as provided by present policies in accordance with terms and provisions as agreed to by the Plan Trustees. The purpose of the Trustees shall be to administer the Health Plan Trust Fund. The trustees shall contract for coverages solely for medical/hospitalization, dental, vision and prescription drugs. They shall examine the viability of continuing with self-insured programs and shall determine which, if any, coverages will be self insured. The Third Party Administrator, Comprehensive Managed Care Administrator, Legal Counsel, and Independent Actuary shall be determined by the Trustees and shall be funded by the Trust. At the end of each plan year the Independent Actuary, in addition to determining the cost basis for the next ensuing year, shall certify the unexpended trust fund monies as of the 120th day following the end of the plan year. Thereafter, not more than 30 days following the

Actuary's report, all monies paid in to the plan trust but unexpended for costs and claims incurred and paid for the previous year shall be paid 50% to the plan participants and 50% to the Board of Education. The 50% payment to the participants shall be made by prorata distribution to all plan participants employed at the end of the plan year, by individual checks issued by the Third Party Administrator to each such participant.

G. Termination

In the event of termination of the Health Plan Trust, the Trust shall be wound up with all of the remaining funds including any appreciation thereto distributed to the plan participants and the Board, 50% to each, with participants getting a pro-rata basis to all plan participants employed upon termination of the plan with the exception of the Insurance Reserve listed in Reserve, above. A summary "Schedule of Benefits" description shall be prepared by the Third Party Administrator and distributed to each plan participant. A decision by a 3/4ths majority of the votes of the Plan Trustees shall be final and binding upon all parties.

APPENDIX E

TITLE: MAGNET COORDINATOR

QUALIFICATIONS:

Five (5) years teaching experience

Master's Degree (or in progress)

RESPONSIBLE TO:

Building Principal

Categorical/Magnet Supervisor

MAGNET COORDINATOR ROLE:

Article 29.04 K 1-6 of the Negotiated Contract – Release time for Magnet Coordinators will be daily. Elementary coordinators will teach at least 1/2 day, and 7/8th grade coordinators will teach a minimum of 1 period or the equivalent.

FUNCTIONAL RESPONSIBILITIES

1. Serves a resource person and as the facilitator of the magnet program at the building level.
2. Aids teachers by assisting with curriculum development and implementation and serves as a liaison between administration and teachers.
3. Assists in coordinating and conducting student activities.
4. Works closely with central administration and data processing to facilitate application and assignment to programs.
5. Provides building and program orientation for parents.
6. Recruits and coordinates volunteers to enhance programs and works with school community to publicize program.
7. Recruits and trains magnet aides when available.
8. Performs other tasks consistent with the above responsibilities as may from time to time be assigned.
9. Magnet coordinators will not be used as substitutes.
10. Magnet coordinators will not be assigned to permanent lunchroom and/or bus duty.

TERMS OF EMPLOYMENT:

Teachers' Work Day and Work Calendar Supplemental Contract

Placement on Teachers' Salary Schedule
And all other rights in Negotiated Contract

EVALUATION:
Building Principal

APPENDIX F

TITLE: MAGNET RESOURCE TEACHER

QUALIFICATIONS:

Five (5) years teaching experience
Master's Degree (or in progress)
Curriculum development experience or Certification

RESPONSIBLE TO:

Magnet Project Director
Magnet Supervisor

MAGNET RESOURCE TEACHER ROLE:

The principle functions of the Magnet Resource Teacher are to develop courses of study and curriculum guides for use in building programs that are consistent with Federal program evaluative standards and to develop and co-ordinate staff training programs. (It is understood that there will be end products produced.) Magnet Resource teachers will remain members of the Lorain Education Association. The magnet resource teachers will be entitled to all rights of the bargaining unit.

FUNCTIONAL RESPONSIBILITIES:

1. Serves as a resource person and facilitator of the magnet program within assigned building(s).
2. Assists teachers with curriculum development and implementation of designed program.
3. Provides orientation programs to visitors, prospective students, and parents regarding building magnet program.
4. Assists with data processing of applications.
5. Develops a cadre of volunteers and community businesses to enhance programs and Provide support.
6. Provides assistance to classroom teachers for planning and coordinating special projects and/or activities and all of the above.
7. Maintains up-to-date reading articles, research information, programs and related materials to enhance the building(s) program(s).

8. Magnet Resource teachers will not be used as substitutes.
9. Magnet Resource teachers will not be assigned to permanent lunchroom and/or bus duty.
10. Magnet Resource teachers will not be assigned to assist building principals with his/her administrative duties.
11. Magnet Resource teachers who serve more than one building will be given sufficient time To travel and be guaranteed a 30 minute duty free lunch time.
12. This is a non-administrative, non-supervisory and non-evaluative position.

TERMS OF EMPLOYMENT:

Teacher's work day and work calendar Placement
on Teacher's Salary Schedule

All rights in the Negotiated Agreement

The Magnet Resource Teacher positions will be for a period of one year with the option of the assigned teacher to continue until the end of the funding for which this position was created.

Effective with the 1993 school year, these teachers will be re-assigned within the building they were previously assigned.

EVALUATION:

Magnet Project Director and/or Magnet Supervisor

APPENDIX G

TITLE: CERTIFICATED SCHOOL NURSE

QUALIFICATIONS:

Minimal: Certificate as school nurse, registered nurse holding current license.

Desired: Registered nurse with Baccalaureate Degree. Two years experience in school or public health nursing.

RESPONSIBLE TO:

The Principal and to the Student Services Cluster Leader

SCHOOL NURSE ROLE:

The major focus of school nursing services is the prevention of illness and disability and the early detection and correction of health problems.

FUNCTIONAL RESPONSIBILITIES:

The School Nurse responsible to the Principal and she will have the following responsibilities:

1. Promoting and protecting the optimal health status of children:
 - a. By providing on-going health counseling with pupils, parents, school personnel and health agencies.
 - b. By utilizing existing health care resources to provide appropriate care of students.
2. Providing health assessments.
 - a. By obtaining health and developmental histories.
 - b. By screening and evaluating findings of deficits in vision, scoliosis, growth, blood pressure, and assisting in referrals for hearing.
 - c. By observing and (nursing) diagnosing the child's development and health patterns.
3. Developing and implementing a health plan.
 - a. By recommending and helping to implement modification of school programs to meet students' health needs.
 - b. By initiating referrals to parents, school personnel and health agencies for intervention and follow-through.
 - c. By interpreting the health status of pupils to parents and school personnel.

- d. By participating as a health specialist (when needed) on the child evaluation team as it develops the individual education plan.
4. Maintains, evaluates and interprets cumulative health data to accommodate individual Needs of students.
5. Plans and implements school health management protocols for the child with chronic health problems, including the administration of medication.
6. Participates in home visits to assess the family's needs as related to the child's physical And psychological health.
7. Coordinates procedures and provisions for crisis intervention for acute illness, injury, and emotional disturbances.
8. Promotes and assists in the control of communicable diseases through preventative immunization programs, early detection, surveillance, and reporting contagious diseases.
9. Provides health education.
 - a. By teaching parenting skills as they relate to child development and health needs of children.
 - b. By providing direct health education and health counseling to assist students and families in making decisions on health and life styles that affect health.
 - c. Participates in health education directly and indirectly for the improvement of health by teaching persons to become more assertive health consumers and to assume greater responsibility for their own health.
 - d. Counsels with adolescents concerning problems such as school age pregnancy, sexually transmitted diseases and drug abuse in order to facilitate responsible decision-making practices.
 - e. Serves as a resource person to the classroom teacher and as a member of the health curriculum development committee.
 - f. Conduct with the assistance of the Health Aide, growth and development programs for boys and girls.
10. Coordinates school and community health activities and serves as a liaison person between the home, school and community.
11. Engages in research and evaluation of school health services, acts as a change agent for school health programs and promote health careers through good nursing practices.

12. Assists in the formation of health policies, goals and objectives for the school district.

TERMS OF EMPLOYMENT:

Teachers' Work Day and Work Calendar
Placement on Teachers' Salary Schedule
And all other rights in Negotiated Contract

EVALUATION:

Annually by Principal

APPENDIX H

TITLE: CERTIFICATED SCHOOL NURSE COORDINATOR

QUALIFICATIONS:

Minimal: Certificate as school nurse, registered nurse holding current license.

Desired: Registered nurse with Baccalaureate Degree.

Two years experience in school or public health nursing.

RESPONSIBLE TO:

Student Services Cluster Leader

SCHOOL NURSE ROLE:

The School Nurse Coordinator will supervise and be Director of Health Aides. The major focus of school nursing services is the prevention of illness and disability and the early detection and correction of health problems.

FUNCTIONAL RESPONSIBILITIES:

The School Nurse Coordinator will be housed in the Office of the Director of Pupil Services and will have the following duties:

1. Plans monthly meetings and agendas, cooperatively, with the Executive Director of Pupil Services for the purpose of creating programs to be presented to Health Aides.
2. Conducts monthly meetings with Health Aides for the purpose of presenting established programs and to engage in dialogue with Health Aides relative to day to day operation.
3. Being involved with the interviewing and employment of all future Health Aides.
4. That all Health Aides will be directly responsible to the School Nurse Coordinator and to the Principal.
5. The School Nurse Coordinator will be an active participant along with the Principal in the observation of all Health Aides.
6. The School Nurse Coordinator will be available evenings, weekends, and/or summer for physical examinations and other health related activities and will be compensated at an hourly rate.
7. The School Nurse Coordinator will coordinate inventory and order supplies.

8. The School Nurse Coordinator will coordinate the efforts of providing appropriate badges for all Health workers.
9. That all Health Aide Offices will have door plaques indicating Health Aide.
10. As immediate supervisor, the School Nurse Coordinator recommendations will be considered in the termination of Health Aides.
11. That the Health Aides will report to the School Nurse Coordinator. That she then in Turn will be responsible to the School Doctor in the area of dispensing medicine and/or other health therapy. The Health Aides will at no time contact Doctors directly except in cases of emergency.
12. All health counseling and group therapy will be conducted by appropriate professional staff as concerns adolescents with problems such as school age pregnancy, sexuality, sexually transmitted diseases, and drug abuse. That when and if need for health education arises, appropriate professional staff will be the only employees to teach such classes.

TERMS OF EMPLOYMENT:

Teachers' Work Day and Work Calendar
Placement on Teachers' Salary Schedule
And all other rights in Negotiated Contract

EVALUATION:

Annually by the Director of Pupil Services

APPENDIX I

TITLE: GUIDANCE COUNSELOR

QUALIFICATIONS:

1. College or University degree (s) at least Master's Degree
2. Valid Ohio Certification in the area of Guidance and Counseling.

RESPONSIBLE TO:

Principal and/or Assistant Principal and Student Services Cluster Leader

GUIDANCE ROLE:

The guidance counselor will provide necessary services in the areas of information dissemination, pupil appraisal, and record service, group guidance, individual counseling, and consultation services which support the development of students as mature, productive adults in a democratic society.

PERFORMANCE RESPONSIBILITIES:

INFORMATION SERVICE:

1. Provides orientation information for students new to Lorain Middle/Junior/Senior High Schools
2. Provides information concerning for Middle/Junior/High programs.
3. Provides orientation for scheduling.
4. Provides information on community resources.
5. Provides orientation and interpretation of tests – both standardized and individual, as appropriate.
6. Provides pertinent information via news letters, newspapers, programs, etc. to parents in areas such as scheduling, orientation and community resources.

PUPIL APPRAISAL AND RECORD SERVICE:

1. Assists in maintaining permanent record files and present course and grade records.
2. Administers testing programs.
3. Aids in referrals for psychological testing.
4. Provides transcripts upon request following proper guidelines.

5. Assists in staffing and placement committee procedures regarding Special Education.
6. Administers individual and group tests, as appropriate
7. Assists the building administration with the student scheduling process.

GROUP GUIDANCE:

1. Provides group orientation and interpretation of tests.
2. Provides 6th/7th grade orientation.
3. Provides group activities in relation to the scheduling process.
4. Works with classroom units on areas related to Guidance.
5. Helps to disseminate substance abuse information to students and staff.
6. Participates in substance abuse prevention activities.

INDIVIDUAL COUNSELING SERVICES:

1. Provides consultation services for teachers, administrators, parents and students, and the community, as appropriate.
2. Participates in case conferences with teachers and other pupil personnel specialists.

PARENT CONFERENCE SERVICES:

1. Provides for individual conferences with parents.
2. Facilitates parent/teacher conferences.

TERMS OF EMPLOYMENT:

Salary and work year and day as established by the Negotiated Agreement.

The Building Principal may make related job assignments consistent with the job description and Negotiated Agreement.

If there is any disagreement about related job assignments, the matter will be submitted to binding expedited arbitration in accordance with the Negotiated Agreement.

EVALUATION SCHEDULE:

Principal and schedule of evaluation as determined by the Negotiated Agreement

APPENDIX J

TITLE: SPEECH THERAPY COORDINATOR

QUALIFICATIONS:

Speech/Language Pathologist Certification

RESPONSIBLE TO:

Student Services Cluster Leader

FUNCTIONAL RESPONSIBILITIES:

1. Schedule and make arrangements for meetings on a monthly basis.
2. Compile all Speech Language Pathologist's (material & forms) requisitions.
3. Separate all materials ordered for each Speech Language Pathologist.
4. Consult with auxiliary service therapists that aren't LCS employees.
5. Notify Speech Language Pathologists of any new and/or pertinent information (by phone or note).
6. Consult with LCS Speech Language Pathologists: concerns, questions, etc.
7. Consult with Student Services employees.
8. Meet with Cluster Leader as a representative of Speech Language Pathologists (including meetings during and after school day and during the summer).
9. Meet with other members of the Student Services as a representative of Speech Language Pathologists (including meetings during and after school day and during the summer).

TERMS AND CONDITIONS:

Limited additional time beyond school day and work year as determined by teacher and Cluster Leader.

Supplemental contract (5%)

All rights in the Negotiated Contract

The Co-ordinator will remain in this position unless removed by the terms of the negotiated agreement, or upon request of the teacher.

APPENDIX K

TITLE: SPEECH PATHOLOGIST

OSHA RESPONSIBILITIES

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee, and public safety.
3. Informs his/her supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety program and training.
5. Immediately reports accidents, injuries and near misses to his/her supervisor.
6. Reports to work in a condition to be able to work safely.
7. Follows School District's Safety Plan.
7. Attends all scheduled training sessions.

QUALIFICATIONS:

Speech Pathology Certification

RESPONSIBLE TO:

Director of Student Services, Principal

ROLE:

To provide diagnosis, training and remediation for students (PreK-12) that qualify as having a communication disorder. This disorder can manifest in one or more of the following areas: speech, language, fluency and voice.

FACILITIES:

In each assigned building the speech pathologist will be housed in a reasonably quiet, heated, lighted and ventilated room with outlets. The building principal shall assist the speech pathologist in securing appropriate furniture and supplies as per Article IX of the Negotiated Contract. The speech pathologist shall have exclusive use of the room/space during his/her scheduled therapy time in the building.

FUNTIONAL RESPONSIBILITIES:

1. Referrals initiated from teachers, parents, guardian, principal, speech language pathologist (SLP), etc.
2. Referrals to outside agencies – POD clinic, doctor, clinic, etc.
3. Child study referrals – evaluate, articulation, language, hearing, etc., write hearing communication status.
4. Evaluation in areas of articulation language, hearing, fluency, etc
5. Writing a Speech/Language Evaluation Team Multifactorial Evaluation (MFE) report on speech only students and as complies with State regulations.
6. Scheduling:
 - placement conference (with appropriate people)
 - student therapy session in consultation with teacher
 - annual review conference for speech only
 - participate in annual review conference of related student services.
7. Writing an IEP: initial placement of each student placed in Speech
 - a. Language (S/L) therapy.
 - b. On annual basis as long as student requires SIL services.
 - c. Amendment to IEP as needed.
8. Data entry forms – new students, dismissals, transfers in and out of district, building changes, and end of year.
9. Provide therapy services for identified students.
10. Reports:
 - Monthly reports to Director of Student Services
 - State-to SERRC
 - Progress – 2x with report cards
 - December First – child count
11. CAFS reports (daily)
 - a. Caseload, 3 year re-evaluation, Child Study, hearing screen, hearing threshold, S?L evaluation, K-screenings
 - b. Forward monthly to student services

- c. Notify parents of district's participation in CAFS
-
- 12. Three year re-evaluations
 - a. Speech only students – evaluate, write Speech/Language MFE report, check hearing.
 - b. Related service students – evaluate, write hearing/communication status (MFE 5), check hearing
 - c. Special ed (non-speech) LD & DH – distribute and interpret oral expression, listening comprehension checklist, write hearing/communication status (MFE 5), check hearing.
 - 13. Screening – hearing and speech for all Kindergarten and all students new to system – results to health aide.
 - 14. Hearing threshold tests.
 - 15. Consultations with parents, teachers, psychologists (in person and on telephone).
 - 16. Classroom observations.
 - 17. Participate on Intervention Assistance Team
 - 18. Meet and consult with SERRC representative on an as needed basis.

PHYSICAL AND ENVIRONMENTAL RESPONSIBILITIES OF THE JOB

- 1. Physical demands to perform the job.
 - a. Required to lift, climb, kneel, stoop, sit and bend over.
 - b. Ability to hear acutely, corrected or uncorrected.
 - c. Ability to reach above horizontal plane.
 - d. Ability to speak and be understood is required.
 - e. Ability to see, corrected or uncorrected is required.
- 2. Environmental demands to perform the job.

- a. Potential exposure to human blood, bodily fluids, tissue or other potentially infectious materials.
- b. Ability to perform essential job functions with light to heavy background noise.
- c. Potential exposure to unruly students or adults.

TERMS AND CONDITIONS:

Teacher work day and calendar

One-half (1/2) day coordination weekly lesson plans per therapy session.

All other rights in the Negotiated Agreement

APPENDIX L

TITLE: LIBRARY MEDIA SPECIALIST

OSHA RESPONSIBILITIES

1. Knows and uses safe work procedures
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee, and public safety.
3. Informs his/her supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety program and training.
5. Immediately reports accidents, injuries and near misses to his/her supervisor.
6. Reports to work in a condition to be able to work safely.
7. Follows School District's Safety Plan.
8. Attends all scheduled training sessions.

QUALIFICATIONS:

Teacher Certification and Educational Media Certification

RESPONSIBLE TO:

Building Principal

LIBRARY MEDIA SPECIALIST ROLE:

The Library Media Specialist is an informational resource person who provides the leadership and knowledge to correlate the library program as an integral part of the curriculum.

FUNCTIONAL RESPONSIBILITIES:

1. Reinforces and supports the teachers and students in achieving the objectives of the total instructional program of the school.

2. Determines the needs and development of the library program.
3. Determines and disburses the budget for the library media program based on the needs of The library media centers.
4. Is included in planning, arranging and designing of all physical changes to existing media facilities.
5. Has the opportunity to serve on committees that effect the growth and development of education.
6. Works with and directs assigned library media clerks to facilitate the library program.

TERMS OF EMPLOYMENT:

All rights of the Negotiated Agreement Placement
on the Teacher's salary schedule

Teacher's work day

Assignment to a building

Release time for monthly meetings with the Professional Library Staff

EVALUATION:

Building Principal

APPENDIX M

TITLE: BUILDING MANAGER

QUALIFICATIONS:

Teacher Certification

Five (5) years teaching experience

Master's Degree (or in progress)

RESPONSIBLE TO:

Building Principal/Site based core committee

BUILDING MANAGER ROLE:

Release time will be daily. Elementary buildings will each have a half-time or full-time building manager. These positions will remain in effect until such time as the Association and Board agree to make changes. Irving, Masson and Whittier will each have a full time manager. Their duties shall be non-supervisory and non-evaluative of bargaining unit members. Building Managers will remain members of the LEA. The Building Manager will be entitled to all rights of the bargaining unit. The acceptance of the Building Manager's position will be voluntary.

FUNCTIONAL RESPONSIBILITIES:

1. Be provided opportunities to serve as a significant adult for at-risk children.
2. Will be in charge of elementary building discipline procedures including the right to make recommendations regarding suspensions to the principal and expulsions to the Superintendent as per Board policy.
3. While performing classroom duties, no requests to function as Building Managers will be made unless a substitute is provided. It is understood that Building Principals will handle discipline situations during the Manager's teaching time.
4. Will be in charge of monitoring the lunchroom as scheduling permits.
5. Provide assistance with orientation of new students in cooperation with guidance counselors.
6. Will be in charge of the coordination of extra curricular activities within the building during the regular school day i.e. scheduling school assemblies, music programs, use of stage.

7. Will be in charge of equipment maintenance, record keeping and re-distribution to appropriate personnel.
8. Will not be used as substitutes, unless mutually agreed to.
9. Building Manager may be required to stay longer than the normal work year and will be compensated as per the negotiated agreement.
10. Building Manager and Principal meetings will be coordinated in order to maintain building coverage at all times.
11. Building Managers will be provided appropriate computer training and will not be required to do routine clerical duties.
12. To provide for smooth operations of each building, it is recognized that open lines of communication between Building Manager and Principal are essential.
13. Bus duty responsibilities will be co-operatively developed with the Building Principal.
14. Building Managers will be made aware in a timely manner of all requests from central Office that have time lines that need to be met.

TERMS OF EMPLOYMENT:

Teacher work day and calendar Supplemental
Contract:

Full-time – 11% of base salary

Half-time – 7.5% of base salary

It will be understood that the job responsibilities for this position may require additional time beyond the regular work day. Full-time Building Managers can work up to 5 hours and Half-time managers up to 2 ½ hours beyond the work day per week. Any additional time required beyond this will be subject to time card.

Placement on Teacher Salary Schedule

All other rights in the Negotiated Contract

The Building Manager will remain in this position unless removed by the terms of the negotiated agreement, or upon request of the teacher. He/she will be reassigned within the building they were previously assigned upon leaving the Building Manager position. Appointment/selection of Building Managers for the next school year will be made prior to the last teacher day of the present school calendar when possible.

APPENDIX N

TITLE: LIBRARY COORDINATOR

QUALIFICATIONS:

Teacher Certification and Educational Media Certification

LIBRARY COORDINATOR'S ROLE

To serve as a link between the Library Media Specialists and the Director of Educational Services. To coordinate the library program K-12. To be an advocate for the library program and staff.

OSHA RESPONSIBILITIES

1. Knows and uses safe work procedures.
2. Recognizes job hazards and takes proper precautions to assure personal, as well as fellow employee, and public safety.
3. Informs his/her supervisor immediately of hazards, unsafe equipment and acts, and recommends solutions to correct deficiencies.
4. Actively participates in safety program and training.
5. Immediately reports accidents, injuries and near misses to his/her supervisor.
6. Reports to work in a condition to be able to work safely.
7. Follows School District's Safety Plan.
8. Attends all scheduled training sessions.

RESPONSIBILITIES:

1. Assumes all of the responsibilities of the Library Media Specialist (#1-6)
2. Collects information about the needs and concerns of the Library Media Specialists and convey them to the Director of Educational Services.
3. Disseminates information to Library Media Specialists from the Director of Educational Services.

4. Monitors the library budgets for all libraries by establishing spending plans and priorities within district allocations.
5. Coordinates library automation including the re-cataloging of books and materials under the INFOhio system and the acquisition of equipment to do so. To coordinate the implementation and continuation of the INFOhio project.
6. Serves as the District's representative to the Media Services committee of LEECA.
7. Convenes monthly meetings with professional media specialists for discussion and decision making regarding library operations.
8. Acts as a liaison to the Lorain Public Library and to other library systems.
9. Coordinates the distribution of materials being returned from the Lorain County Supplemental Education Center and to coordinate the acquisition and distribution of materials to replace that service internally.

TERMS OF EMPLOYMENT:

All rights of the Negotiated Agreement Placement
on the Teacher's salary Schedule

Supplemental contract for 8 extended days to be paid at the individual's daily rate, including
longevity If applicable.

Home based building assignment

EVALUATION:

Director of Educational Services

APPENDIX O

INSTRUCTIONAL TEACHER LEADER

Qualifications:

Teacher Certification
Five (5) years teaching experience
Master's degree or in progress

Possess a high degree of knowledge and skills in the following areas:

State Standards
Curriculum Alignment
Learning Styles, Pedagogy, and Instructional Models
Staff Development Strategies

Strong interpersonal skills are necessary to build authentic relationship to work in a collaborative, collegial manner.

Reports to the Small School Principal

Interested teachers, within the small high school, will submit a letter of interest to the Site Based Decision Committee. Selection/appointment of the Teacher Leader will be by the Site Based Committee and made prior to the last teacher day of the present school year. The Teacher Leader will remain in this position unless removed by the terms of the Negotiated Agreement or at the request of the teacher. He/she will be reassigned within the small high school they were previously assigned upon leaving the Teacher Leader Position.

Teacher Leaders will remain members of the LEA and will be entitled to all rights of the bargaining unit. Acceptance of the Teacher Leader position will be voluntary.

Performance Roles and Responsibilities:

1. Will assist with school discipline procedures including the right to make recommendations regarding suspensions to the principal and expulsions to the Superintendent as per Board Policy.
2. Work with the counselor's office to assist students and provide assistance with orientation of new students.
3. Coordinate extracurricular activities within the small school during the regular school day, i.e., scheduling school assemblies, field trip transportation, etc.
4. Will not be used as a substitute.

5. Teacher Leaders may be required to stay longer than the normal work year and will be compensated at their per diem rate.
6. Teacher Leader and principal meetings will be coordinated in order to maintain building coverage at all times.
7. Participate in small school staff meetings, facilitate professional development, and oversee curriculum development.
8. Cooperatively, with the small high school principal, set agendas and present at regular staff meetings.
9. Explore and respond to needs and opportunities for professional development.
10. Assist each team working on developing, reexamining, revising, and implementing an integrated curriculum/integrated projects.
11. Keep team abreast of all information regarding all aspects of the program as related to academia, testing, curriculum, and professional development.
12. Document the work of the small school and help keep statistics to overall student development attendance, test scores, graduation rated accomplishment.
13. Coordinate student/parent/team meetings.

Terms of Employment

Full-time release Teacher work day

Supplemental contract 11% of base pay if grant funding is available.

It is understood that the job responsibilities for this position may require additional time beyond the regular work day up to five (5) hours per work week. Any additional time required beyond this will be subject to time card at the teacher's per diem rate.

Placement on the Teacher Salary Schedule

All other rights in the Negotiated Contract

SDM will review and amend the job description in each small school and the positions will be readvertised.

APPENDIX P

LORAIN CITY SCHOOLS

OFFICE OF HUMAN RESOURCES

TO: _____

FROM: OFFICE OF HUMAN RESOURCES

RE: SICK LEAVE USE AS PER AGREEMENT BETWEEN THE LEA AND THE BOARD OF EDUCATION. FORM TO BE PLACED IN PERSONNEL FILE.

DATE: _____

1. DAYS USED TO DATE THIS SCHOOL YEAR _____
2. TOTAL DAYS SICK LEAVE BALANCE _____
3. PATTERN OF MONDAY, FRIDAY, PRE-VACATION USE, ETC.

YES _____ NO _____

COMMENTS _____

If you dispute information included in this notice, please contact the Office of Human Resources. If you wish to add rebuttal in accordance with Article 3 of the Negotiated Agreement, please notify the Office of Human Resources of that desire.

If you plan to invoke any of the aforementioned rights, please tear off this form and return to the Office of Human Resources.

NAME _____

BUILDING _____

COMMENTS _____

SIGNATURE

DATE

Appendix Q1
Grievance Forms

Lorain City School District
ALLEGED VIOLATION

Grievance Number: _____
(assigned by the association)

Grievant _____ Date _____

School _____ Administrator _____

Grievant's representative (if any) _____

Date of Occurrence _____ Date of Informal Conference _____

Substance of Grievance- Briefly state what action you believe to be a grievance.

Relief Sought:

Signature of Grievant _____
(Type or print all information except signature)

Copies to: Administrator
Lorain Education Association President
Lorain Education Association Grievance Chair

Appendix Q2
DISPOSITION BY THE ADMINISTRATOR (INFORMAL & LEVEL 1)

(To be completed by the Administrator within five (5) days after the meeting)

Grievance number _____
Grievant _____ Date of Informal Meeting _____
School _____ Administrator _____

Disposition of the Administrator and reasons therefore:

Date of Disposition _____

Signature of Administrator

Grievant's Response: (To be completed by the grievant within five (5) days of decision.)

_____ I accept the above disposition of the administrator
_____ I hereby refer the above disposition for further grievance procedures.

Date of Response _____
Signature of Grievant _____

Copies to: Grievant
Lorain Education Association Grievance Chair/Representative
Lorain Education Association President

Appendix Q3
RESPONSE TO GRIEVANT (LEVEL 2)

Grievance Number _____
Grievant _____ Date _____
School _____ Superintendent _____
Grievant's Representatives (if any) _____
Date of Level 2 disposition _____

DISPOSITION OF SUPERINTENDENT:

Signature of Superintendent
(Type or print all information except signature)
Copies to: Grievant
Lorain Education Association President

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