09/04/2024
1379-02
23-MED-01-0012
44891

MASTER CONTRACT

Between the

LORAIN EDUCATION ASSOCIATION

and the

LORAIN CITY SCHOOL DISTRICT
BOARD OF EDUCATION

Effective August 1, 2023 through July 31, 2026

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 the 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 resolving 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. The 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 intergenerational 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, marital status, political or religious belief, family, social or cultural background, and/or sexual orientation of students;
- Disclose all facts related to 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 education 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 education 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
1930 W. 19th St. Lorain, OH 44052
(440) 787-5493

OEA
Ohio Education Association, 225 East Broad St., Box 2550, Columbus, OH 43216
(614) 228-4526
1-800-282-1500

TABLE OF CONTENTS

ARTICLE		PAGE
	MASTER CONTRACT TITLE PAGE	1
	PREFACE	6
	DEFINITIONS	6-9
I	PHILOSOPHY	10
II	RECOGNITION & NEGOTIATIONS	10-11
III	TEACHER RIGHTS & RESPONSIBILITIES	11-17
IV	ASSOCIATION RIGHTS & PRIVILEGES	17-18
V	EMPLOYMENT PRACTICES & CONDITIONS	19-20
VI	TEACHER ASSIGNMENTS	20-21
VII	SPECIALIST TEACHERS	21-22
VIII	OTHER TEACHING ASSIGNMENTS	22-24
IX	FACILITIES	24-26
X	EVALUATIONS	26-27
XI	TRANSFERS	27-31
XII	PROTECTION OF TEACHERS & TEACHER AUTHORITY	31-33
XIII	FAIR SHARE FEE	33-34
XIV	PERSONAL & ACADEMIC FREEDOM	34-35
XV	POLITICAL ACTIVITY	35
XVI	IN SERVICE TRAINING	36
XVII	LEAVE OF ABSENCE	37-44
XVIII	PRINCIPAL'S ADVISORY COUNCIL	44
XIX	ADMINISTRATION ASSOCIATION LIAISON COMMITTEE	44
XX	SPECIAL EDUCATION STEERING COMMITTEE	45

XXI BOARD RIGHTS …….....45
XXII TEACHER RIGHTS …….....46-51
XXIII CLASS SIZE AND LOAD……...52-55
XXIV GRIEVANCE PROCEDURE……...……....55-58
XXV PROGRESSIVE DISCIPLINE…….59-60
XXVI PROFESSIONAL COMPENSATION…….60-65
XXVII PROFESSIONAL DEVELOPMENT……...65-67
XXVIII TEACHER SALARY SCHEDULE, INSURANCE
PROGRAM DIFFERENTIALS……....68-80
XXIX ENTRY YEAR MENTORSHIP PROGRAM……...80-86
XXX TUITION REIMBURSEMENT……....86-87
XXXI SUPPLEMENTAL TASK FORCE……87-88
XXXII MENTORING FOR EXPERIENCED NEW EMPLOYEES…….……88
XXXIII EMPLOYMENT OF RETIREES AS TEACHERS……..…88-89
XXXIV JOB SHARING……..89-90
XXXV COLLEGE CREDIT COURSE…….90-91
XXXVI REMOTE EDUCATION……91
XXXVII EFFECT OF AGREEMENT…….91-92
XXXVII DURATION……93

APPENDIX A ……...……94
APPENDIX B ……...……95
APPENDIX C ……...……96
APPENDIX D – D4……...……..97-106
APPENDIX E ……...……107
APPENDIX F ……...…….……108-109
APPENDIX G ……...……110-111
APPENDIX H ……...……112-113
APPENDIX I ……...…….…114

APPENDIX J ……...……115-116
APPENDIX K ……...……..117
APPENDIX L ……...……118-119
APPENDIX M ……...……120-121
APPENDIX N ……...……122-123
APPENDIX O ……...……124
APPENDIX P ……...……125
APPENDIX Q-Q2 ……...……..126-128
INDEX ……...……129-130

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 of the L.E.A.

“Bargaining Unit” means all regular full-time and regular part-time professional employees who world 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, social workers, 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 denied above. Except for Early College and PSEO programs, this definition shall not include professionals in programs sponsored by the employer where the students, 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 a negotiation 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 rating 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 7.08.

“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 (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 are, psychological testing, remedial 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 matter 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/OEA/NEA, 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 counter proposal 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.

2.09 All Social Workers employed by the District shall be LEA bargaining unit members.

ARTICLE III - TEACHER RIGHTS & 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 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.

A. 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.

B. Anonymous letters or materials shall not be placed in a teacher's file or become a matter of record.

C. A member's personnel filed shall contain only items pertaining to work performance, discipline, and routine financial and personnel data. A member's personnel file shall

not contain misleading or inaccurate information. 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. The district shall notify a bargaining unit member within twenty-four (24) hours of receipt of a complaint lodged against the member unless the complaint is received on a Friday of the day before a legal holiday. In such cases, it shall be forwarded on the next day on which central administration offices are open. In the event that a bargaining unit member knows the identity of a complainant, the bargaining unit member shall not take action to interfere with an investigation resulting from a complaint, nor shall the bargaining unit member contact the complainant.

G. Unless in violation of state or federal law, no complaint shall become a matter of record unless the complaint is substantiated as the result of the discipline procedures outlined in Article XXV.

3.03 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.

A. Should a specialist be absent, a substitute will be provided if available. A good faith effort shall be made to provide qualified substitutes.

3.04 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. The regular work day of Pre K - 6 teachers housed in an elementary school shall be seven hours and thirty-five (35) minutes, including a duty-free (30) minute lunch period, daily forty-five (45) minute conference planning time. Regular dismissal responsibilities for teachers in elementary buildings shall include escorting assigned students out of the building to their designated dismissal/pickup area.

4. 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.

5. Teachers and specialist teachers in magnet school programs shall receive conference time pursuant to Article III of the Negotiated Agreement. (See also Article 28.06 for update).

6. 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.

7. For bargaining unit members who provide instruction or otherwise provide services off campus, his/her administrator/supervisor shall make a determination of the suitability of the home site for such instruction and/or services. If the student's home is deemed unsuitable the administrator/supervisor shall identify a public site in close proximity to the home to be utilized. If the bargaining unit member disagrees with this decision, he/she may appeal to the superintendent.

8. Teachers who are scheduled to start earlier than the 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.

9. All bargaining unit members who are expected to write IEPs shall receive one (1) professional day per each semester to devote exclusively to writing IEPs. Members shall report to assigned buildings on these days only if a space separate from students is provided. These days shall be non-accumulative.

B. 1. The Board through its Administration will make every effort to secure qualified substitute teachers when a teacher is not able to cover their own class or classes. In the event the Administration is unable to obtain a qualified substitute, Administrators will use a volunteer list to cover classes. In the event the volunteer list is exhausted, Administration may assign a teacher to cover a class during their plan time on a rotating basis using an alphabetized list of non-volunteers. Duties will not be assigned to teachers on the volunteer list. The volunteer list shall be limited to seventy five percent (75%) of the teachers in the building, with seniority determining list makeup if more than seventy five percent (75%) are interested.

2. Teachers will be compensated sixty five dollars ($65.00) for Block classes and thirty two dollars and fifty cents ($32.50) for forty five (45) minute classes in the

high school. Teachers will be compensated forty five dollars ($45.00) per class in the middle school.

3. Teachers housed in an elementary building will be compensated one hundred eighty dollars ($180.00) per day that will be split by the number of teachers covering the class. Duties will not be assigned to homeroom/classroom teachers on the volunteer list.

4. Teachers may opt out of coverage one (1) time per semester.

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.

3.05 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.

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

3.07 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.

3.08 A total of twelve (12) hours a year shall be devoted to parent-teacher conferences and open house. Open houses shall account for up to two (2) of these twelve (12) hours. Each year, open house shall take place before the first student day of the year.

A. 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.

B. 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.

3.09 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 ration of at least five (5) full-time equivalent Educational Service Personnel per 1000 ADM and (b) that person 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.

3.10 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.

3.11 Teachers will not be expected to hold "spur of the moment" conferences with parents.

3.12 It is not a regular or expected duty of a regular classroom teacher to perform toileting or diapering of students. If a teacher performs such service due to an emergency situation, the incident may be reported by the teacher to the LEA Building Representative and to the Superintendent or designee.

3.13 If the District decides to open magnet schools or become an International Baccalaureate district, the effects of such programs on the wages and/or working conditions of bargaining unit members shall be negotiated.

3.14 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.

3.15 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 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 judgement, other than punitive damages, obtained against any such employees in any state court, federal court, or as a result of a low of a foreign jurisdiction, provided that the act or omission connected with either a governmental or proprietary function from which such judgement arose occurred while the employees 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 judgement 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 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 relevance 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 or 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 of 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 he/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 at least $1,000,000 per occurrence/$5,000,000 aggregate from the Nationwide Insurance Company. The

Association and 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.

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

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

3.18 All teachers shall dress in a professionally appropriate manner.

3.19 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.

3.20 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 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.

A. The Association of 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.

B. The Association of 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 of 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 mailboxes 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 four (4) 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 twenty (20) days per school year for members of the bargaining unit to conduct Association business at the express approval of the LEA president. When practicable, LEA will provide the District with at least a three (3) day notice prior to an Association day.

B. 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 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.

5.04 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).

5.05 Drug-Free Workplace

1. Any discipline imposed for a violation of this Article shall be in accordance with Article XXVI, Progressive Discipline.

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 in Articles X, XXII, and XXV 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 XXV, Progressive Discipline.

5. In appropriate circumstances, an employee shall be referred to intervention/rehabilitation opportunities available through the Employee Assistance Program.

5.06 Sexual Harassment

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

ARTICLE VI- TEACHER ASSIGNMENTS

6.01 A. Subject to 6.01C, 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 supplement 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 601A, Human Resources shall send one notice by July 31st (in 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 Pre-K through fifth 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 ensure efficient and economic utilization of teachers, a list of non teaching 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 Distinct course preparations are delineated by their having distinct course numbers and/or course descriptions in the PowerSchool system. 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. A teacher shall be compensated at five hundred dollars ($500) per semester per preparation above the limit in situations in which the teacher retains his/her conference time (per 3.05). It is understood within the meaning of the foregoing that a teacher may agree to forgo the above compensation for 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 in place of scheduled conference time (per 3.05) shall receive an additional $6,500 per semester or pro rata fraction thereof. High school teachers who elect to teach an extra course whose daily class period duration is sixty (60) minutes or less in place of scheduled conference time (per 3.05) shall receive an additional $4,000 per semester or pro rata fraction thereof.

ARTICLE VII- SPECIALIST TEACHERS

7.01 Specialists shall have the same workday 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 each building to which they are assigned.

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) 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 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 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 taught the subject or grade level offered in that year. If the teacher who taught that subject or grade level in that year is not interested or available for the position, the appointment will be made on the basis of seniority within comparable evaluations, certification or training as necessary. Where there is more than one teacher who taught that subject or grade level in that year applying, then seniority within 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.

A. By February 1 of each school year, the Board shall post the specific dates during which summer school shall take place. The Board shall post a list of courses it plans to offer for summer school no later than April 15 of each school year. Those teachers willing to teach a summer school course and who are qualified, shall apply to teach the course within ten (10) calendar days. On the day of summer school orientation/informational meeting, the teacher who is assigned to teach a summer school course shall sign a contract to do so, which contract shall describe the course, the pay rate per the Master Agreement, the start and end dates, and the location.

B. Summer school teachers shall have access to audio-visual aids and of 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 application 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 no 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 28.05

B. Payment (less the usual deductions) for these services shall be made at the next regular pay period after timely submission of a time card by the bargaining unit member.

8.05 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 X.

8.06 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, the Board shall make the final decision. The teacher of record must be a certified bargaining unit member.

ARTICLE IX - FACILITIES

9.01 The Board shall provide each student with an individual copy of all textbooks (or a copy on his/her notebook) which, in the judgement 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.

A. Textbooks (or notebook 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.

B. 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 have adequate parking facilities adjacent to the school for the use of the staff. These facilities will be kept reasonably cleared of debris, snow, and 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 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 fourths (¾) vote shall be necessary to make a change or 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 for evaluating specialists, preschool teachers, academic coaches, speech pathologist 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 procedures 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 of 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.

E. No bargaining unit member shall be involuntarily transferred into a position that would trigger a change in retirement systems unless the member consents to such a transfer.

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 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 February 14 and before June 30 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 assign 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 31 and before September 1 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 next succeeding school year.

5. Changes in PreK-5 grade levels within the building will be limited to one (1) grade level above or below the current assignment. In grades 6-12, 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 of B1 of this Article may occur during the time period from May 15 through April 15th of the relevant year.

8. All bargaining unit positions, which come open after the first day of July and through February 14th of the following year, shall be posted for a period of five (5) calendar days in the first posting after the last day of February. 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 1 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.

9. Title I positions that have become vacant per 11.02 B1 shall be posted for bid.

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 March 1st of each calendar year. The unassigned pool shall be open on February 15th of each calendar year; at which time bargaining unit members shall be notified of all anticipated vacancies and all teaching assignments for the next school 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 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 required) 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 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 11.01D 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.

C. In the event that a PreK classroom unit is moved to another building the PreK teacher(s) so affected shall have the option of remaining with the classroom unit or entering the unassigned pool

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 or positions and did not receive such position or positions.

ARTICLE XII- PROTECTION OF TEACHERS & TEACHER AUTHORITY

12.01 Gross misconduct, flagrant discourtesy, abusive or vile language, acts of violence against persons or property, including threats of such behavior in person or via digital platform, shall not be tolerated and must be immediately and meaningfully addressed by the District, its administrators and its teachers.

12.02 The District and building administrator's response to student behavior which violates conduct set forth in this Article shall be designed to change the behavior and not simply punish the student.

12.03 The District shall establish a process and mechanism consistent with the student code of conduct adopted by the board, within each school building designed to identify acceptable behavior by a student as well as establish remedies to correct the behavior. Each school building shall maintain posted matrices of building-wide behavioral expectations in common areas (i.e., cafeteria, gymnasium, etc.).

12.04 The District and the building principal shall, with input from the LEA Building Representatives, establish a process, consistent with this Article as well as tenants of the Positive Behavioral Interventions and Support (PBIS) program, the Student Code of Conduct, and Board policies which process will address disruptive student behavior. The process shall include a method for removing a disruptive student from the classroom or building. The process shall also include a mechanism by which the affected teacher(s) have an opportunity to discuss and comment on the remedy proposed by the responsible administrator to address the disruptive behavior. For the purpose of this Article "disruptive behavior" is defined as those behaviors in Section 12.01 or any other behavior which interferes with the teacher's ability to effectively engage in educational activities. The building principal shall ensure that all bargaining unit members in their buildings receive this process via email by the workday before the first student day of the year.

Any changes that take place during the school year must be consistent with the process above and shall be communicated to all members of the building within five (5) workdays of the change.

12.05 The District or building administrator shall complete the process described in Section 12.04 above as soon as is practicable with the goal of completing it within twenty-four (24) hours, but in no event will a student be returned to the classroom (or the building where relevant) until such time as the affected teacher(s) have been notified of the proposed remedy and the building administrator has determined that the student will not be a threat to the affected teacher nor be disruptive to the classroom and where necessary or appropriate, has addressed the situation with the relevant parents/guardians.

12.06 In the event a student engages in behavior as set forth herein which is repeated more than three times or in the event a student engages in behavior in which an actual or threatened assault on a teacher, or staff member occurs, including verbal assaults, and threats by electronic means, the student shall immediately be removed from the classroom, and if deemed necessary by the building principal or if consistent with a specific behavior/consequence of building process in 12.04, from the building until such time as the building administrator has determined that returning the student to the classroom will not pose a threat or harm to the affected teacher.

12.07 If the building principal or the assaulted/threatened teacher determines that the presence of the student poses a risk that the behavior will reoccur or continue, then the building principal shall refer the student to the District Behavior Review Board (BRB).

Any teacher, administrator or staff member who witnesses behavior as set forth in the student code of conduct by a student, shall report the behavior to the building principal. The Principal (or Principal's designee) shall make every effort to obtain written statements from any witnesses to such attack, threat 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.

12.08 The Behavior Review Board shall include two administrators who are appointed by the Superintendent and two classroom teachers and a social worker/school counselor. Bargaining unit members who are members of the BRB shall be appointed by the LEA Executive Committee.

12.09 The BRB shall conduct a hearing within two business days that a student is referred to it. The reporting party, the building principal, the student, the parent/guardian of the student, and the affected teacher shall attend the hearing and provide input as to the appropriate action to be taken.

12.10 The BRB shall make a written recommendation to the Superintendent regarding a plan for the student's behavior. Such recommendation and any resulting plan shall immediately be shared with the affected bargaining unit member(s).

12.11 Any teacher who suffers a loss as a result of a personal injury or damage to personal property shall be reimbursed by the District up to $500, in addition to any other compensation the teacher may be entitled to from other sources.

12.12 Any behavior by a student which rises to the levels of criminal conduct may be reported by the District or teacher to the proper authorities.

12.13 In cases where attack/threat is by a non-student or a suspended student, the administration is responsible to follow the necessary procedures to implement existing trespassing laws.

12.14 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 meeting with the Superintendent or designee 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 meeting.

ARTICLE XIII- FAIR SHARE FEE

13.01 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.

13.02 Notice of the amount of the annual an/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.

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

13.04 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.

13.05 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.

13.06 The Association represents to the Board of Education that an internal rebate procedure has been established, and that a procedure for the 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 Constitution of the United States and the State of Ohio.

13.07 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 by the Association.

13.08 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 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 provisions, 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.

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

ARTICLE XIV- PERSONAL AND ACADEMIC FREEDOM

14.01 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.

14.02 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.

A. 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.

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

C. 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.

D. 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.

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

ARTICLE XV- POLITICAL ACTIVITY

15.01

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 XVI- IN SERVICE TRAINING

16.01

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 the 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.

16.02 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 cooperatively to provide opportunity for all teachers to update essential skills. Except as provided in Section 16.01, participation in professional growth activities outside the normal workday shall be optional.

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

16.04 The district will meet all federal and state standards for high quality preschools.

ARTICLE XVII- LEAVE OF ABSENCE

17.01 Leave of Absence with Full Pay

A. Sick Leave

1. Accumulated sick leave shall be unlimited accumulation earned at the rate of 1 ¼ 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 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 advance but not earned. The Association shall assist the Board in such collection.

B. Sick Leave Bank

1. 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.

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

3. 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.

4. 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 or in their immediate family.

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

C. 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 purpose of professional improvement to the school system and to the individual participating.

D. 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.

E. 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 an 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 the 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. 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 an 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. At the conclusion of a school year, for each unused day of justifiable leave, a bargaining unit member may elect to receive a one hundred dollar ($100) a day payment or to convert the unused days to his/her sick leave balance at a one to one ratio. A bargaining unit member who does not use any justifiable leave in a year shall receive either a four hundred dollar ($400.00) total payment or four (4) added days to his/her sick leave balance.

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 (¼) day increments.

17.02 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 Direct or Human Resources at least forty-eight hours advance notice of any accrued leave to be taken.

1 day accrued leave at 30 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

1 additional day accrued leave after twenty-five (25) years of service

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. Accrued days shall be awarded based on the bargaining unit member's sick leave balance as of August 1 of each year.

C. Unused accrued leave days shall be bought back at the rate of $200 per day.

17.03 Procedures for Processing Unused Justifiable and Accrued Leave

A. By May 1 of each year, the District shall post an Unused Justifiable/Accrued Leave Form on the District website, the purpose of which is for each bargaining unit member to verify his/her unused justifiable and/or accrued leave and to indicate which option he/she will exercise for any unused justifiable and/or accrued leave. Each bargaining unit member shall have until the end of the last day of the teacher work year to complete and submit this form to the benefits coordinator.

B. If the benefits coordinator receives no completed form by the end of the last teacher work day, the unused justifiable leave shall automatically default to the sick leave option.

C. All unused justifiable leave that is converted to sick leave shall be converted by the first teacher work day of the teacher work year.

17.04 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 sick leave, professional leave, attack leave, justifiable leave and accrued leave used.

17.05 Released Time of LEA President

A. The Board agrees to grant release 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 0 plus any required supplementals.

The Board shall present the LEA President and Treasurer with an invoice by August 1 for any amount that it owes the Board for the LEA President released time in the upcoming school year, and LEA shall remit payment by September 1.

The Board shall compensate the LEA President or his/her designee, at the non-instructional hourly rate for all meeting; excluding direct member representation,

steps of the grievance process, and contract negotiation; that he/she attends outside of the contractual work year. The LEA President shall make every reasonable effort to be available for such meetings and shall make a designee available in the event the President is not.

B. When the LEA President attends school or department meetings pursuant to Article 16.01 A 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 deduction 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 each meeting times and purposes, have the principal sign the record, and forward it 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 16.01, 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 16.

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 the proportionate share of conference and lunch time. If either party to the agreement desires a modification of this 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 in-service 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.

17.06 Family and Medical Leave Act

A. A member of the bargaining unit who has been employed in Lorain City Schools for twelve (12) months and has worked at least one thousand two hundred fifty (1,250) hours during that period is eligible for leave as provided under the Family and Medical Leave Act of 1993 (FMLA).

B. Leave under the FMLA guarantees paid medical insurance during the period of the leave. A member of the bargaining unit who applies and is qualified may take up

to twelve (12) weeks of FMLA leave in any twelve (12) month period. That twelve (12) month period begins the first day of their leave approved under the FMLA.

C. Leave under the FMLA can be used for birth of a child, adoption/foster care, serious medical condition of the employee or employee's spouse, child or parent. In addition, FMLA applies to any qualifying circumstances arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member or active duty (or has been notified of an impending call or order to active duty) in the Armed Forces (including the National Guard and Reserve). Military Caregiver Leave shall be granted upon request for the care of a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member for up to twenty-six (26) weeks of unpaid leave per contract year (i.e., September 1 to August 31).

D. Application for leave under FMLA must be made thirty (30) days in advance, except in case of emergency utilizing appropriate Department of Labor forms available through the Treasurer' office.

E. Applicable paid sick leave will run simultaneously with qualified FMLA leave.

17.07 Parental Leave

A. A teacher shall be granted 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 additional school year upon written application.

C. Contract Rights

1. Limited contract teachers shall retain limited contract startup 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 XVIII - PRINCIPAL'S ADVISORY COUNCIL

18.01 Each building shall have a Principal's Advisory Council consisting of certified employees elected by the end of September.

18.02 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.

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

18.04 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.

18.05 The Principal's Advisory Council will:

A. Decide optional dates and times for parent/teacher conference and open house to present to the staff for voting.

B. Decide the use of building vending machines proceeds.

C. Review building policies, procedures and rules.

D. Provide input to the principal on the building's student arrival and dismissal procedures.

ARTICLE XIX- ADMINISTRATION/ASSOCIATION LIAISON COMMITTEE

19.01 There shall be an Administration/Association Liaison Committee consisting of the Superintendent or designee of the Superintendent and the LEA President or designee. Nor 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.

19.02 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. Nothing in this article shall prevent the parties from meeting more often than mandated if necessary. The parties may mutually agree in writing to not meet in a given month.

ARTICLE XX SPECIAL EDUCATION STEERING COMMITTEE

A. The Board shall establish a Special Education 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 recommendations 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. 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 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.

E. Bargaining unit members who serve on the committee shall receive additional compensation at the rate of three percent (3%) of the B.A. 0 amount per year.

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 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 provision 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. <u>Ineffective</u> [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 taring]; and
c. Skilled/Accomplished.

2. For continuing contract teachers, in determining "comparable evaluations'" for the purpose 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) 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 who 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 purpose 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 until will be placed in the unassigned pool as of August 1the 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 list 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) day additional time before being required to

report to work.

5. accepts a teaching position in another public school district, except casual day day to day substitutes. The RIF'ed 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 place on the proper step of the salary schedule for his/her experience and education. A bargaining unit member will not receive increment credit 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 procedure 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 place 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 rating 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 notifies 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 evaluation.

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 XXXII "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 classes. (Example: Sped classroom containing K-2, paired with a first grade class is acceptable).

E. Special Education students shall be counted for purpose of class size on a Full Time equivalency (FTE) basis.

F. The District has created a Strategic Plan to establish equity and inclusion within the District's school buildings and classrooms as it relates to all students. The District and Association agree to have representatives meet annually before June 20 to review the progress the District has made with respect to the District's progress in maintaining balanced classrooms for the benefit of all students' educational needs.

G. 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.

H. 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 exceed 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 x 15 classes = $375.00 additional payment.

Payment shall be made:
The second pay of February for 1st semester overages.
The second pay of June 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 classes 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 average of 24 over the 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 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 assignments).

E. If a bargaining unit member assumes a class in lieu of a conference period in the district graded course of study, it shall be voluntary except where absolutely necessary. Such assignments will be compensated at the rate of six thousand five hundred dollars ($6,500.00) for classes sixty (60) minutes or more and four thousand dollars ($4,000.00) for classes between forty (40) and fifty-nine (59) minutes per semester.

F. If a bargaining unit member assumes a class in lieu of a conference period 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 (⅕) of the six thousand five hundred dollars ($6,500.00) for classes sixty (60) minutes or more and four thousand dollars ($4,000.00) for classes between forty (40) and fifty nine (59) minutes 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 grievance.

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 contractual 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 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 of 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.

Level 3 (Optional)

If, after receiving the answer at Level 2 the employee remains aggrieved, the employee an/or the Association may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service (FMCS). This request shall be made within fifteen (15) working days from receipt of the answer given at Level 2. In good faith, the parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but not later than twenty (20) work days from the filing of the request for mediation. If the mediation process is not

successful or is no initiated and the employee remains aggrieved, the Association may advance the grievance to Level 4. If mediation
is initiated, the timelines to advance to Level 4 shall be held in abeyance when necessary.

C. Level 4

If the grievance is not resolved at Level 2 or 3, the grievant ** may within an additional Five (5) days request arbitration by filing a written notice of the request to the Superintendent. The arbitrator shall conduct a hearing and issue his/her award in accordance with the Voluntary Rules of the American Arbitration Association (AAA). 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 borne 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 the use the service of the American Arbitration Association. Upon request, AAA shall submit to each party an identical list of fifteen (15) names of arbitrators chosen from its roster to select an arbitrator to hear the grievance. The parties shall strike out any arbitrators whom they deem unacceptable and rank the remaining arbitrators on the list and return the list to AAA. AAA will continue to provide list of fifteen (15) arbitrators to the parties until an arbitrator is
mutually selected by the parties.

2. The normal fees and expenses of the individual arbitrators will be paid pursuant to their practices and provisions of the Negotiated Agreement in effect at the time of the grievance.

3. 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 hearing.

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 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 the Progressive Discipline Policy. Progressive Discipline shall not be imposed unless for just cause.

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

A. Association representation/legal counsel may be present at any meeting between a teacher and an administrator that may lead to discipline.

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 association representation/legal counsel is requested, the meeting shall be scheduled at a mutually agreed time.

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.

25.03 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.

When circumstances require, nothing herein shall preclude the Superintendent from placing a teacher on paid administrative leave.

25.04 The Bargaining Unit Member shall be notified either in a written notice or at the beginning of the pre-disciplinary hearing of the specific allegations against him/her. The Bargaining Unit Member and/or his representative(s) have the right to ask clarifying question at any point and to respond to each allegation. The Administration/Board shall provide copies of all evidence presented at all pre-disciplinary hearings to the Bargaining Unit Member and his/her representative(s), though the Administration/Board may protect the identity of an accuser.

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

25.06 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.

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 or in pursuit of a certification in a career technical discipline.

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 received (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 25.01, 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) 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 regularly

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 review and approval of District Administration 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 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. Only district-required Public School Works courses will be counted for CEU credits for salary bracket purposes upon district approval based on PSW transcript. 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. Documentation of completion of professional development courses must include the following: a certification of completion which identifies the name of the session, name of PD provider, date of completion and number of contact hours earned.

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. Any employee who receives compensation for jury duty shall pay to the district the amount received within 60 days of receipt. It shall be the employee's duty to make the payment without demand from the district.

26.03 The Board shall provide where possible the teacher under this agreement with the option of 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.

1. Payday will be every other Friday.

2. 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.

3. Payment for supplementals will occur in December, March and June following completion of duty. Separate checks will be issued for supplemental contracts when requested by the teacher at the time the contract is issued. Direct deposit or a separate check will be allowable forms of payment.

4. The Board will electronically transfer any bargaining unit member's paycheck to a depository of the member's choice.

5. 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.

6. All bargaining unit members shall receive an electronic pay stub.

7. It shall be the responsibility of each bargaining unit member who is entitled to extra pay based on time shall prepare, sign and submit to their direct supervisor a time sheet time card no later than fifteen (15) workdays after which the extra work was performed. It shall be the duty of the supervisor to submit the member's time sheet/time card to the Treasurer's office in a timely manner and payment shall be made to the member no later than fifteen (15) workdays after the end of the payroll period of member submission. Failure by the member to follow this procedure may result in loss of pay. Should a supervisor or the Treasurer dispute the member's ability to get paid for work submitted on a time sheet, the member shall be notified of such dispute no later than fifteen (15) workdays after the end of the payroll period of member submission. Failure by the supervisor to submit the time sheet/time card to the treasurer's office shall be a violation of this contract and not prejudice the member. Each year by August 10, the Treasurer's office shall email the time sheet/time card form that is to be used for the ensuing school year to all members of the bargaining unit. Should the employee portion of the form change at any point during the school year, the Treasurer's office shall immediately email the altered form to all bargaining unit members. No bargaining unit member shall suffer loss of pay for completing the wrong form.

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"
   i. OEA Fund Contributions

2. These funds will be transmitted to the designated agencies within five business days, based on receipt by the Treasurer of an invoice.

3. Professional dues shall be deducted from members' paychecks in equal amounts beginning on October 1 and ending June 30 annually. The Treasurer or designee shall notify the Association president immediately if a member requests to stop payroll deduction of their professional dues.

4. All deductions listed in this agreement shall be made at no cost to the Association.

5. If a member separates employment or cancels union membership between October 1 and August 31, the remaining balance of that individual's dues for that membership year shall be deducted from that individual's pay and remitted to the Association.

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 attend 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

A. The "base" entry salary for a non-degree Career Tech with a qualifying licensed certificate shall be the Bachelor's plus 10 salary bracket, Step 4; for a Career Tech teacher with an education degree teacher, Master's 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 Career Tech teacher with an Ohio provisional/licensure or higher teaching certificate shall be (with longevity as in Sub-section A above):

1. Qualifying licensed certificate-- B.A. +10 bracket

2. Bachelor's in education - M.A. bracket

3. Bachelor's in education + 15 semester hours - M. A. + 15 bracket

4. Master's in education -- M. A. + 30 bracket

26.10 Teacher Professional Organization ("TPO")

1. Upon written request by the Association President accompanied by a check in the correct amount, a supplemental contract(s) shall be issued to an employee(s) for performing work for the Lorain Education Association and/or affiliate of the Association, upon written notification to the District Treasurer. The request shall include the name(s) of the employee(s) performing the work, the time period for the work to be performed and the amount to be paid for the work.

2. The Association shall pay the District for the amount of the supplemental contract and all contributions paid on behalf of the employee(s) for the supplemental contract at the time such payment is made.

3. To comply with STRS rules and Ohio Administrative Code Section 3307-6-01, the employer and the employee contributions must be made on compensation from the member's teaching contract, in addition to compensation for Association activities, up to a maximum amount. The maximum amount is determined by multiplying the per diem rate of the teaching salary for 250 days.

4. The supplemental contract shall be paid within 30 days of deposit of funds by the District Treasurer through regular payroll.

5. Consistent with Ohio Administrative Code (OAC) 3307-6-01, the Board will pay compensation to the following Teacher Professional Organization (TPO) positions:

    - Association President
    - Association Vice President
    - Association Secretary
    - Association Treasurer

    Payment, by the Board, will be made on a quarterly basis. The compensation shall be considered annual supplemental salary for service to the TPO and shall be in addition to the teacher's regular contract salary and any supplemental and/or extended contract salary he/she is entitled to under this Contract.

6. All payments will reflect standard deductions for STRS retirement, Medicare and Workers Compensation.

7. Items in this MOU have no effect upon 17.05 Released Time of the LEA President in the Agreement.

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, meals, 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 teacher 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 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 28.05.

F. The Association and the Board will us the TBT 5 step form created by the ODE for reporting to BLT, unless changes are mutually agreed upon.

27.09 Preschool Leadership Team

The Preschool Leadership Team shall be established by the end of August 2023 and shall remain thereafter for the purposes of collaborating on preschool data, best practices, and the overall preschool program. The team shall consist of three (3) bargaining unit members who work at the preschool level and are appointed by the union president and three (3) administrators who work at the preschool level. All team members shall be collaboratively selected by the union president and Superintendent/Designee. The team shall at minimum meet three (3) times each school year during Step Up to Quality days during the contracted workday. The Preschool Leadership Team shall not have the authority to alter the Master Agreement.

27.10 Preschool Professional Development

Each year, all bargaining unit members who work at the preschool level shall receive three (3) days of preschool-specific professional development and seven (7) full workdays to satisfy requirements of the Step Up to Quality program.

27.11 Preschool accreditation bonus and compliance bonus

Preschool teachers in building the year an above average accreditation score, such as a "5 star Step Up To Quality rating", is achieved and/or maintained shall receive a bonus equivalent to one and a half percent (1 ½%) of the B.A. 0 rate.

All preschool teachers shall also receive an annual preschool accreditation bonus of one and a half percent (1 ½%) of the B.A. 0 rate, which is given for work performed in pursuit of accreditation.

ARTICLE XXVIII - TEACHER SALARY SCHEDULE, INSURANCE PROGRAM, DIFFERENTIALS

28.01 Wages

A. The base salary shall be increased for the 2023-2024 school year by 3% to $43,700.82 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, and $4,000 at 29 or more years of service.

B. The base salary shall be increased for the 2024-2025 school year by 2.5% to $44,793.34 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, and $4,000 at 29 or more years of service.

C. The base salary shall be increased for the 2025-2026 school year by 2.5% to $45,913.17 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, and $4,000 at 29 or more years of service.

D. Service is defined as teaching experience plus service the employee is eligible to purchase from STRS.

28.02 Medical, Dental and Vision Insurance

The Board will maintain, for all members of the bargaining unit, a health care program medical, dental and vision insurance. No change in insurance carrier or coverage shall be made without approval of the association. All aspects of the current coverage will be maintained regardless of the carrier.

A. Medical Insurance

1. The Board shall provide four levels of comprehensive major medical coverage, as outlined in Appendix D, to the members of the bargaining unit at the following Contribution rates:

a. Bargaining unit members may elect either minimum, basic, standard or Premium coverages in appendix D and will pay the following contribution:

i. Members electing minimum coverage will pay no monthly health care premium.

ii. Members electing base coverage will contribute ten percent (10%) of the District's monthly healthcare premium.

iii. Members electing standard coverage will contribute fifteen percent

(15%) of the District's monthly health care premium.

iv. Members electing premium coverage will contribute twenty percent (20%) of the District's monthly health care premium.

2. Any bargaining unit member whose spouse is employed by the district can elect either one (1) family plan or two (2) single plans. Election shall be made within the annual window period.

3. New bargaining unit members may enroll for major medical coverage on the effective date of employment by the Board. Current members may enroll at any time if accepted by the insurer.

4. A member of the bargaining unit who retires or resigns after completion of a school year shall continue to receive the District's health insurance coverage until the effective date of his/her resignation, for purposes retirement or otherwise.

B. Dental Insurance

The Board shall provide a group dental insurance plan for full-time members of the bargaining unit and their eligible dependents.

C. Vision Insurance

The Board shall provide a group vision insurance plan for full-time members of the bargaining unit and their eligible dependents.

D. Mental Health Benefit

Bargaining unit members, whether or not they are on the District's Health Insurance Plan, shall have access to up to three (3) sessions with mental health counselors free of charge per fiscal year.

E. Insurance Opt-Out

Members may elect to "opt-out" of the Board provided major medical insurance coverage. A member who elects to opt-out shall be compensated as follows:

1. A bargaining unit member who can show proof of other insurance coverage may elect not to participate in coverage as offered by the Board. The member shall be compensated in the amount of $335 for opting out of single coverage and $500 for opting out of family coverage, less appropriate taxes, per month for which month he/she did not have coverage. A bargaining unit member who opts out and whose spouse receives major medical insurance through a different school district that is a member of the Lake Erie Regional Consortium (LERC) shall receive the opt out money minus the amount that the district pays to LERC per the LERC spousal coordination plan.

2. Bargaining unit members may elect to "opt-out" of Board provided coverage during an approved open-enrollment period, within thirty (30) days of eligibility for benefit coverage and/or within thirty (30) days from a qualifying life event change (i.e., marriage, loss of coverage from the other source, or any other COBRA-recognized qualifying event.) Bargaining unit members who are not within their first thirty (30) days of eligibility for benefit coverage or experiencing a qualifying life event change shall have to have received Board-provided major medical insurance coverage for a minimum of twelve (12) consecutive months to be eligible for the opt-out.

3. Members may elect to opt-out of the insurance program during the annual enrollment period for the succeeding calendar year.

4. The Board agrees that it shall not act to recover any opt-out payments that is made to bargaining unit members during the duration of the 2019-2021 Master Agreement.

General Provision

All bargaining unit members who submitted time cards between August 1, 2023 and September 31, 2023 shall receive a total of ten dollars ($10.00, in lieu of calculated back pay for the time carded time).

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. Supplemental committee will be composed of four (4) persons: two (2) selected by the Superintendent's office and two (2) selected by the Association president. The committee will meet regularly to review the process for new supplementals and getting rid of old ones; recommend supplemental changes to the Superintendent/Designee and receive feedback from Individuals performing supplementals. The committee will produce a report to the superintendent/designee outlining supplemental hours completed, impact on students, funding and evaluations/feedback. The committee is empowered to make recommendations,

and all changes to items in the contract relative to supplementals shall be subject to Association ratification and Board approval.

C. Should the Board desire 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 equal positions of substantially equal effort. If the parties fail to achieve consensus, only after exercising a good faith effort to achieve consensus, the Board shall be able to act to establish a new supplemental duty assignment and/or pay differential under a supplemental contract.

D. The Board maintains the management right to determine qualifications for supplemental positions and whether or not an interested individual is qualified for a position. Bargaining unit members shall have the first opportunity to fill a supplement position that is open as a result of promotion, resignation, termination, non-renewal, death and/or retirement. All such openings shall be emailed to all bargaining unit members. Supplementals not filed by bargaining unit members will be announced in writing in the building annually.

*** See "Leadership Teams" @ (K) (3) below

1. 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.

2. 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 supplementary bonus of 3% the team member must fully attend at least 80% of all meetings including meetings held outside the regular school day.

E. 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 the supplemental or resignation, the coordinator shall return to their prior stats as full time teachers within their present assigned building.

F. 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.

G. 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).

H. Additional Compensation for Pupil Services and Special Education

Bargaining unit members who serve in the following capacities shall receive additional compensation at the specified percentages of the B.A. 0 rate:

- Speech Coordinator 5.0%
- Jump Start Coordinator 11.0%
- PreK-12 Intervention Specialist Teacher 1 ½% and 2 days to work on IEPs
- PreK-12 Gift Specialist Teachers 1 ½%
- Speech Pathologist 1 ½% and 2 days to work on IEPs

I. Social Workers

- Social Worker Extra Duty Weekly Rate 3.0%
- Social Worker Extra Duty Daily Rate 0.06%

Work performed on the Extra Duty Daily Rate between 1 minute and 4 hours will be compensated at 0.03%. Work performed between 4 hours, 1 minute and 7 hours, 35 minutes will be compensated at 0.06%. Compensation at the Daily Rate shall only be provided for work performed, not for simply being "on call" on those days.

1. Each year between September 1 and September 15, the District shall make bid forms available to all Social Workers for week-long Social Worker Extra Duty increments and days for "on-call" daily availability. The forms shall be separate from each other and both forms shall span the full twelve months from September 15 to the following September 14.

2. The bid process on each form shall follow the same procedure:

   a. The most senior Social Worker shall have the first opportunity to bid on up to four (4) weeks/days.

b. The second most senior Social Worker shall have the opportunity to bid on up to four (4) of the remaining weeks/days.
c. The same process shall continue in descending seniority until all weeks/days are filled or until each Social Worker has had the opportunity to bid, whichever comes first.
d. If any weeks/days remain unbid after all Social Workers have had the opportunity to place bids, the bidding process shall repeat for one more cycle.
e. If any weeks or days remain unbid after both bidding cycles have taken place, the appropriate administrator shall staff all remaining weeks/days.

J. Job Descriptions shall become part of the agreement when approved by both parties.

K. Bargaining unit members who perform Medicaid billing for the services that they provide shall receive a yearly stipend of one percent (1%) of the base salary. In order to receive the stipend, members shall file necessary billing paperwork by the end of each nine (9) week grading period.

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. 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 teachers 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 fall short of the Necessary eight (8) hours, he/she will receive the hourly rate on the last pay of 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 27.05

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 substitutes 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 XII)

f. Personal and Academic Freedom (Article XIV)

g. In Service Training (Article XVI)

h. Attack Leave (Article 17.01 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. 28.05)

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 the 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 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 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.

C. 403(b) for Severance and Retirement incentives

1. Notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Section and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have their Severance Pay (as defined below) mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403 (b) (a "TSA"). Such payment shall be in lieu of the payment being made directly to the retired teacher; and such payment shall eliminate all sick leave credit of the retired teacher. For purposes of this Section, this arrangement is referred to as the 403(b) Plan.

2. For purposes of the 403(b) Plan, the term "Severance Pay" shall include:

   a. any Severance Pay that a member is entitled to on account of "retirement," pursuant to Section 28.08 Sections A and B and/or

   b. any Retirement Incentive payment that a teacher is entitled to (if applicable).

3. Participation in the 403(b) Plan shall be mandatory for any teacher who:

   a. Is entitled to Severance Pay, and

   b. is, or will be, age 55 years or older in the calendar year in which he/she retires, or, in the case of a retired/rehired teacher, resigns.

4. If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount that otherwise would be payable to the Participant as Severance Pay or Bonus retirement Incentive.

   The required contribution to the 403(b) Plan shall be made within the timeframe provided for payment of severance under the applicable provisions of Section 28.08 Section A and B and shall be made within the timeframe described regarding the payment of Retirement Incentive pay (if applicable).

5. In the calendar year of retirement, or in any other calendar year, the total amount of Severance Pay that may be paid to a TSA under the 403(b) Plan shall not exceed the maximum contribution amount allowable under the federal income tax law for TSA's that are intended to be tax qualified under IRC Section 403(b). If the amount payable to the 403(b) Plan in any calendar year would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the excess amount shall be contributed to the 403(b) Plan in January of the next calendar year. This process shall be repeated for up to five calendar years following the year of retirement, in each such year not to exceed the maximum amount permitted under the applicable federal income tax law for that year, and if there are still any remaining excess amount in the fifth calendar year after retirement, the remaining excess shall be paid in cash to the retired member.

6. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of VALIC. Plan participants shall be required to complete VALIC enrollment forms; and unless and until a teacher does so, no contributions or Severance Pay shall be made to the 403(b) Plan on behalf of the teacher. Once contributed, the funds may remain in the account, be transferred, or withdrawn as soon as administratively possible. There will be no surrender charges or costs from VALIC association with such transfers or withdrawals. A successor company(ies) to VALIC may be selected at any time by mutual agreement of the Board and the Association.

7. If a teacher is entitled to have a contribution paid to the 403(b) Plan and dies prior to such contribution being paid to the 403(b) Plan, the contribution shall be paid to the surviving spouse of the deceased member, if any, and otherwise to the estate of the deceased member.

8. A teacher who is entitled to Severance Pay under Section 28.08 Sections A and B and who is not an eligible participant in the 403(b) Plan, will continue to be eligible for any and all severance payments in accordance with Section 28.08 Sections A and B and/or Retirement Incentive payments (if applicable) in accordance with any Retirement incentive language bargained. Any such teacher may elect to defer such payments to a TSA as permitted by law. Board policy and the terms of the Section 403(b) Plan of the School District.

9. All contributions to the 403(b) Plan, all deferrals to a TSA, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his or her sole discretion, determines is required by local, state, or federal tax law. Neither the Board, not the LEA, guarantee any tax results associated with the 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

28.09 Severance Pay

A. Retirement Incentive

The District agrees that it will perform an annual analysis and meet annually before the end of the calendar year with the Association to discuss needs relative to a retirement incentive. The Association agrees to survey its members, if deemed necessary, to ascertain the interest of its member in such an incentive. If the analysis indicates that a retirement incentive would be beneficial, the parties will negotiate the terms of such an incentive. Any such incentive shall be subject to Association ratifications.

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 two-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 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 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.

5. The lead mentor shall be the last person to receive a mentee or RESA candidate and only if all mentors/facilitators have been assigned a mentee or RESA candidate and no other person can fill the assignment.

B. Selections

1. The Lead Mentor will be selected from qualified bidders (5 day bidding period) by the final work day of the year preceding the year in which they will serve as Lead Mentor.

2. Mentors will be selected from qualified bidders in the first bidders by August 31. 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. All Resident Educators who are employed by the district as of September 1 shall be assigned a mentor by September 30. All Resident Educators who are hired after September 1 shall be assigned a mentor within thirty (30) workdays of their first workday.

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 the 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, 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 (¼) 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, except where specifically noted in the LOTES Handbook.

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 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 Two Hundred Dollars ($200.00) per quarter hour or Three Hundred Dollars ($300.00) 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 the 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.

30.06 TESOL

For graduate courses which lead to Teaching English to Speakers of Other Languages (TESOL) certification the Board agrees to pay up to Two Hundred Dollars ($200.00) per quarter hour or Three Hundred Dollars ($300.00) per semester hour to full-time teaching employees who successfully complete graduate courses accepted by the Ohio Department of Education for TESOL licensure purposes.

An employee may receive reimbursement for all hours per school year for TESOL certification 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.

The Board will appropriate, for TESOL tuition reimbursement purposes , a maximum of Sixty Thousand Dollars ($60,000) in addition to the Fifty Thousand Dollars ($50,000) appropriated in 29.04. 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.

ARTICLE XXXI- SUPPLEMENTAL TASK FORCE

Supplemental task force will be composed 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- MENTORING FOR EXPERIENCED NEW EMPLOYEES

32.01 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.

32.02 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.

32.03 Assignment of Peer Mentors shall be made by the Superintendent.

ARTICLE XXXIII- EMPLOYMENT OF RETIREES AS TEACHERS

33.01 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.

33.02 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.

33.03 A retiree shall be paid at no less than the BA-0 Salary step level, regardless of training and years of service in an 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.

33.04 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 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 3319.11.

33.05 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 XXVIII, Section 28.08 of the Negotiated Agreement or under law upon conclusion of employment as a Retiree.

33.06 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.

33.07 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 July1, 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.

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

ARTICLE XXXIV - JOB SHARING

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

34.02 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.

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

34.04 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.

34.05 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.

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

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

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

34.09 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.

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

ARTICLE XXXV- COLLEGE CREDIT COURSES

35.01 Provision of this article governs the policies for implementing College Credit courses such as College Credit Plus (CCP) or any other college credit courses taught in Lorain City Schools.

35.02 All college credit courses shall first be offered to bargaining unit members. 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 "cooperatively" teach the course with a qualified staff member of a cooperating college or university and assist the teacher in becoming qualified. No bargaining unit member shall teach more than four (4) courses per school

year unless there are no other qualified candidates within the bargaining unit, in which case the course cap is waived.

35.03 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.

35.04 Any class size for teachers who teach a course for College Credit shall be governed by the class size limits required by Article XXIII 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.

35.05 Any teacher who teaches a College Credit course shall be paid a stipend of 2.6% B.A. step 0 per course per year.

35.06 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.)

35.07 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 or PSEO etc.

35.08 Subject to agreements worked out with the 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 XXXVI- REMOTE EDUCATION

36.01 If the District decides to institute a Remote Education program, the effects of such a program on the wages and/or working conditions of bargaining unit members shall be negotiated.

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. Such provisions that are deemed invalid under the law shall be negotiated into compliance by the parties,

with negotiations beginning within thirty (30) calendar days of discovery of the provision(s)' invalidity by either party. Such negotiations shall be governed by Article II of this agreement including, if necessary, utilization of the dispute settlement procedure in 2.06.

37.02 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, religion, citizenship status, disability, military status, sexual orientation, or gender identity.

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 12:00 am on August 1, 2023 to and including 11:59 pm on July 31, 2026.

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.

In witness whereof, the parties have caused their names to be hereunto subscribed and attested to this 11th day of January, 2024. 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:

LORAIN EDUCATION ASSOCIATION

President

LORAIN CITY SCHOOL DISTRICT BOARD OF EDUCATION

Superintendent

APPENDIX A

Base Salary BA 0:	$ 43,700.82	Effective 08-01-2023						
Step	**3 YR**	**BA**	**BA +10**	**BA +20**	**MA**	**MA +15**	**MA +30**	**PhD/EdD**
	0.8750	1.0000	1.0500	1.1000	1.1500	1.2000	1.2500	1.3000
0	$ 38,238.22	$ 43,700.82	$ 45,885.86	$48,070.90	$50,255.94	$52,440.98	$ 54,626.03	$ 56,811.07
	0.9061	1.0360	1.0883	1.1407	1.1931	1.2456	1.2981	1.3507
1	$ 39,597.31	$ 45,274.05	$ 47,559.60	$49,849.53	$52,139.45	$54,433.74	$ 56,728.04	$ 59,026.70
	0.9382	1.0733	1.1280	1.1829	1.2379	1.2929	1.3481	1.4034
2	$ 41,000.11	$ 46,904.09	$ 49,294.53	$51,693.70	$54,097.25	$56,500.79	$ 58,913.08	$ 61,329.73
	0.9715	1.1119	1.1692	1.2267	1.2843	1.3421	1.4000	1.4581
3	$ 42,455.35	$ 48,590.94	$ 51,095.00	$53,607.80	$56,124.96	$58,650.87	$ 61,181.15	$ 63,720.17
	1.0060	1.1520	1.2119	1.2721	1.3324	1.3931	1.4539	1.5150
4	$ 43,963.03	$ 50,343.35	$ 52,961.02	$55,591.81	$58,226.97	$60,879.61	$ 63,536.62	$ 66,206.74
	1.0417	1.1934	1.2561	1.3191	1.3824	1.4460	1.5099	1.5741
5	$ 45,523.14	$ 52,152.56	$ 54,892.60	$57,645.75	$60,412.01	$63,191.39	$ 65,983.87	$ 68,789.46
	1.0787	1.2364	1.3020	1.3679	1.4343	1.5009	1.5680	1.6354
6	$ 47,140.08	$ 54,031.69	$ 56,898.47	$59,778.35	$62,680.09	$65,590.56	$ 68,522.89	$ 71,468.32
	1.1170	1.2809	1.3495	1.4185	1.4880	1.5580	1.6284	1.6992
7	$ 48,813.82	$ 55,976.38	$ 58,974.26	$61,989.61	$65,026.82	$68,085.88	$ 71,162.42	$ 74,256.43
	1.1567	1.3270	1.3988	1.4710	1.5438	1.6172	1.6911	1.7655
8	$ 50,548.74	$ 57,990.99	$ 61,128.71	$64,283.91	$67,465.33	$70,672.97	$ 73,902.46	$ 77,153.80
	1.1977	1.3748	1.4498	1.5255	1.6017	1.6786	1.7562	1.8344
9	$ 52,340.47	$ 60,079.89	$ 63,357.45	$66,665.60	$69,995.60	$73,356.20	$ 76,747.38	$ 80,164.79
	1.2402	1.4243	1.5027	1.5819	1.6618	1.7424	1.8238	1.9059
10	$ 54,197.76	$ 62,243.08	$ 65,669.22	$69,130.33	$72,622.02	$76,144.31	$ 79,701.56	$ 83,289.39
	1.2843	1.4756	1.5576	1.6404	1.7241	1.8086	1.8940	1.9802
11	$ 56,124.96	$ 64,484.93	$ 68,068.40	$71,686.83	$75,344.58	$79,037.30	$ 82,769.35	$ 86,536.36
	1.3299	1.5287	1.6144	1.7011	1.7888	1.8774	1.9669	2.0575
12	$ 58,117.72	$ 66,805.44	$ 70,550.60	$74,339.47	$78,172.03	$82,043.92	$ 85,955.14	$ 89,914.44
	1.3771	1.5837	1.6734	1.7641	1.8559	1.9487	2.0427	2.1377
13	$ 60,180.40	$ 69,208.99	$ 73,128.95	$77,092.62	$81,104.35	$85,159.79	$ 89,267.67	$ 93,419.24
	1.4260	1.6407	1.7344	1.8293	1.9254	2.0228	2.1193	2.2211
14	$ 62,317.37	$ 71,699.94	$ 75,794.70	$79,941.91	$84,141.56	$88,398.02	$ 92,615.15	$ 97,063.89
	1.4766	1.6998	1.7977	1.8971	1.9976	2.0996	2.2030	2.3077
15	$ 64,528.63	$ 74,282.65	$ 78,560.97	$82,904.83	$87,296.76	$91,754.24	$ 96,272.91	$ 100,848.38
	$ 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	$ 65,528.63	$ 75,282.65	$ 79,560.97	$83,904.83	$88,296.76	$92,754.24	$ 97,272.91	$ 101,848.38
	$ 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	$ 67,028.63	$ 76,782.65	$ 81,060.97	$85,404.83	$89,796.76	$94,254.24	$ 98,772.91	$ 103,348.38
	$ 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	$ 68,528.63	$ 78,282.65	$ 82,560.97	$86,904.83	$91,296.76	$95,754.24	$100,272.91	$ 104,848.38

APPENDIX B

Base Salary BA 0:	$ 44,793.34	Effective 08-01-2024						
Step	**3 YR**	**BA**	**BA +10**	**BA +20**	**MA**	**MA +15**	**MA +30**	**PhD/EdD**
	0.8750	1.0000	1.0500	1.1000	1.1500	1.2000	1.2500	1.3000
0	$ 39,194.17	$ 44,793.34	$ 47,033.01	$49,272.67	$51,512.34	$53,752.01	$ 55,991.68	$ 58,231.34
	0.9061	1.0360	1.0883	1.1407	1.1931	1.2456	1.2981	1.3507
1	$ 40,587.25	$ 46,405.90	$ 48,748.59	$51,095.76	$53,442.93	$55,794.58	$ 58,146.24	$ 60,502.37
	0.9382	1.0733	1.1280	1.1829	1.2379	1.2929	1.3481	1.4034
2	$ 42,025.11	$ 48,076.69	$ 50,526.89	$52,986.04	$55,449.68	$57,913.31	$ 60,385.90	$ 62,862.97
	0.9715	1.1119	1.1692	1.2267	1.2843	1.3421	1.4000	1.4581
3	$ 43,516.73	$ 49,805.72	$ 52,372.37	$54,947.99	$57,528.09	$60,117.14	$ 62,710.68	$ 65,313.17
	1.0060	1.1520	1.2119	1.2721	1.3324	1.3931	1.4539	1.5150
4	$ 45,062.10	$ 51,601.93	$ 54,285.05	$56,981.61	$59,682.65	$62,401.60	$ 65,125.04	$ 67,861.91
	1.0417	1.1934	1.2561	1.3191	1.3824	1.4460	1.5099	1.5741
5	$ 46,661.22	$ 53,456.37	$ 56,264.92	$59,086.90	$61,922.31	$64,771.17	$ 67,633.46	$ 70,509.20
	1.0787	1.2364	1.3020	1.3679	1.4343	1.5009	1.5680	1.6354
6	$ 48,318.58	$ 55,382.49	$ 58,320.93	$61,272.81	$64,247.09	$67,230.32	$ 70,235.96	$ 73,255.03
	1.1170	1.2809	1.3495	1.4185	1.4880	1.5580	1.6284	1.6992
7	$ 50,034.16	$ 57,375.79	$ 60,448.61	$63,539.35	$66,652.49	$69,788.02	$ 72,941.48	$ 76,112.84
	1.1567	1.3270	1.3988	1.4710	1.5438	1.6172	1.6911	1.7655
8	$ 51,812.46	$ 59,440.76	$ 62,656.92	$65,891.00	$69,151.96	$72,439.79	$ 75,750.02	$ 79,082.64
	1.1977	1.3748	1.4498	1.5255	1.6017	1.6786	1.7562	1.8344
9	$ 53,648.98	$ 61,581.88	$ 64,941.39	$68,332.24	$71,745.49	$75,190.10	$ 78,666.06	$ 82,168.90
	1.2402	1.4243	1.5027	1.5819	1.6618	1.7424	1.8238	1.9059
10	$ 55,552.70	$ 63,799.15	$ 67,310.95	$70,858.59	$74,437.57	$78,047.92	$ 81,694.09	$ 85,371.63
	1.2843	1.4756	1.5576	1.6404	1.7241	1.8086	1.8940	1.9802
11	$ 57,528.09	$ 66,097.05	$ 69,770.11	$73,479.00	$77,228.20	$81,013.24	$ 84,838.59	$ 88,699.77
	1.3299	1.5287	1.6144	1.7011	1.7888	1.8774	1.9669	2.0575
12	$ 59,570.66	$ 68,475.58	$ 72,314.37	$76,197.95	$80,126.33	$84,095.02	$ 88,104.02	$ 92,162.30
	1.3771	1.5837	1.6734	1.7641	1.8559	1.9487	2.0427	2.1377
13	$ 61,684.91	$ 70,939.21	$ 74,957.18	$79,019.93	$83,131.96	$87,288.78	$ 91,499.36	$ 95,754.72
	1.4260	1.6407	1.7344	1.8293	1.9254	2.0228	2.1193	2.2211
14	$ 63,875.30	$ 73,492.43	$ 77,689.57	$81,940.46	$86,245.10	$90,607.97	$ 94,930.53	$ 99,490.49
	1.4766	1.6998	1.7977	1.8971	1.9976	2.0996	2.2030	2.3077
15	$ 66,141.85	$ 76,139.72	$ 80,524.99	$84,977.45	$89,479.18	$94,048.10	$ 98,679.73	$ 103,369.59
	$ 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	$ 67,141.85	$ 77,139.72	$ 81,524.99	$85,977.45	$90,479.18	$95,048.10	$ 99,679.73	$ 104,369.59
	$ 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	$ 68,641.85	$ 78,639.72	$ 83,024.99	$87,477.45	$91,979.18	$96,548.10	$101,179.73	$ 105,869.59
	$ 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	$ 70,141.85	$ 80,139.72	$ 84,524.99	$88,977.45	$93,479.18	$98,048.10	$102,679.73	$ 107,369.59

APPENDIX C

Base Salary BA 0:	$ 45,913.17	Effective 08-01-2025						
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	$ 40,174.03	$ 45,913.17	$ 48,208.83	$ 50,504.49	$ 52,800.15	$ 55,095.81	$ 57,391.47	$ 59,687.13
	0.9061	1.0360	1.0883	1.1407	1.1931	1.2456	1.2981	1.3507
1	$ 41,601.93	$ 47,566.05	$ 49,967.31	$ 52,373.16	$ 54,779.01	$ 57,189.45	$ 59,599.89	$ 62,014.92
	0.9382	1.0733	1.1280	1.1829	1.2379	1.2929	1.3481	1.4034
2	$ 43,075.74	$ 49,278.61	$ 51,790.06	$ 54,310.69	$ 56,835.92	$ 59,361.14	$ 61,895.55	$ 64,434.55
	0.9715	1.1119	1.1692	1.2267	1.2843	1.3421	1.4000	1.4581
3	$ 44,604.65	$ 51,050.86	$ 53,681.68	$ 56,321.69	$ 58,966.29	$ 61,620.07	$ 64,278.44	$ 66,946.00
	1.0060	1.1520	1.2119	1.2721	1.3324	1.3931	1.4539	1.5150
4	$ 46,188.65	$ 52,891.98	$ 55,642.17	$ 58,406.15	$ 61,174.71	$ 63,961.64	$ 66,753.16	$ 69,558.46
	1.0417	1.1934	1.2561	1.3191	1.3824	1.4460	1.5099	1.5741
5	$ 47,827.75	$ 54,792.78	$ 57,671.54	$ 60,564.07	$ 63,470.37	$ 66,390.45	$ 69,324.30	$ 72,271.93
	1.0787	1.2364	1.3020	1.3679	1.4343	1.5009	1.5680	1.6354
6	$ 49,526.54	$ 56,767.05	$ 59,778.95	$ 62,804.63	$ 65,853.26	$ 68,911.08	$ 71,991.86	$ 75,086.40
	1.1170	1.2809	1.3495	1.4185	1.4880	1.5580	1.6284	1.6992
7	$ 51,285.01	$ 58,810.18	$ 61,959.83	$ 65,127.84	$ 68,318.80	$ 71,532.72	$ 74,765.01	$ 78,015.66
	1.1567	1.3270	1.3988	1.4710	1.5438	1.6172	1.6911	1.7655
8	$ 53,107.77	$ 60,926.78	$ 64,223.35	$ 67,538.28	$ 70,880.76	$ 74,250.78	$ 77,643.77	$ 81,059.71
	1.1977	1.3748	1.4498	1.5255	1.6017	1.6786	1.7562	1.8344
9	$ 54,990.21	$ 63,121.43	$ 66,564.92	$ 70,040.55	$ 73,539.13	$ 77,069.85	$ 80,632.72	$ 84,223.13
	1.2402	1.4243	1.5027	1.5819	1.6618	1.7424	1.8238	1.9059
10	$ 56,941.52	$ 65,394.13	$ 68,993.73	$ 72,630.05	$ 76,298.51	$ 79,999.11	$ 83,736.45	$ 87,505.92
	1.2843	1.4756	1.5576	1.6404	1.7241	1.8086	1.8940	1.9802
11	$ 58,966.29	$ 67,749.48	$ 71,514.36	$ 75,315.97	$ 79,158.90	$ 83,038.57	$ 86,959.55	$ 90,917.27
	1.3299	1.5287	1.6144	1.7011	1.7888	1.8774	1.9669	2.0575
12	$ 61,059.93	$ 70,187.47	$ 74,122.23	$ 78,102.90	$ 82,129.48	$ 86,197.39	$ 90,306.62	$ 94,466.35
	1.3771	1.5837	1.6734	1.7641	1.8559	1.9487	2.0427	2.1377
13	$ 63,227.03	$ 72,712.69	$ 76,831.10	$ 80,995.43	$ 85,210.26	$ 89,471.00	$ 93,786.84	$ 98,148.59
	1.4260	1.6407	1.7344	1.8293	1.9254	2.0228	2.1193	2.2211
14	$ 65,472.19	$ 75,329.74	$ 79,631.81	$ 83,988.97	$ 88,401.22	$ 92,873.17	$ 97,303.79	$ 101,977.75
	1.4766	1.6998	1.7977	1.8971	1.9976	2.0996	2.2030	2.3077
15	$ 67,795.39	$ 78,043.21	$ 82,538.11	$ 87,101.88	$ 91,716.16	$ 96,399.30	$ 101,146.72	$ 105,953.83
	$ 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	$ 68,795.39	$ 79,043.21	$ 83,538.11	$ 88,101.88	$ 92,716.16	$ 97,399.30	$ 102,146.72	$ 106,953.83
	$ 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	$ 70,295.39	$ 80,543.21	$ 85,038.11	$ 89,601.88	$ 94,216.16	$ 98,899.30	$ 103,646.72	$ 108,453.83
	$ 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	$ 71,795.39	$ 82,043.21	$ 86,538.11	$ 91,101.88	$ 95,716.16	$100,399.30	$ 105,146.72	$ 109,953.83

APPENDIX D

Districtwide Supplementals		
Contract Type	Name	Current %
Non Athletic	RtI/MTSS	3
Non Athletic	PBIS	3
Non Athletic	BLT	5
Non Athletic	DLT	3
Non Athletic	Family Literacy	3
Non Athletic	Robotics Leader	12
Non Athletic	Robotics Game-Coordinator	3
Non Athletic	Robotics Asst	7
Non Athletic	Robotics Asst	7
Non Athletic	Robotics Asst	7
Non-Athletic	Robotics Asst	7
Non-Athletic	LPDC	3
Non-Athletic	LPDC Chair	6

APPENDIX D2

Athletic Supplementals		
Contract Type	Name	Current %
Athletic	LHS Head Football Coach	22.5
Athletic	LHS Assistant Football Coach	104
Athletic	Lorain Middle School Head Football Coach 8th Grade	10
Athletic	Lorain Assistant Middle School Football Coach 8th Grade	8.5
Athletic	Lorain Middle School Head Football Coach 7th Grade	10
Athletic	Lorain Assistant Middle School Football Coach 7th Grade	8.5
Athletic	LHS Boys Head Basketball Coach	22.5
Athletic	LHS Boys Assistant Basketball Coaches	39
Athletic	Middle School 8th Grade Boys Basketball Coach	8.5
Athletic	Middle School 7th Grade Boys Basketball Coaches	8.5
Athletic	LHS Girls Head Basketball Coach	22.5
Athletic	LHS Girls Assistant Basketball Coaches	39

Athletic	Middle School 8th Grade Girls Basketball Coach	8.5
Athletic	Middle School 7th Grade Girls Basketball Coaches	8.5
Athletic	LHS Boys Head Wrestling Coach	20
Athletic	LHS Boys Assistant Wrestling Coach	13
Athletic	Middle School Head Wrestling Coach	8.5
Athletic	Middle School Assistant Wrestling Coach	8.5
Athletic	LHS Girls Head Wrestling Coach	20
Athletic	LHS Girls Assistant Wrestling Coach	13
Athletic	LHS Boys Head Baseball Coach	14
Athletic	LHS Boys Assistant Baseball Coach	9
Athletic	Middle School Baseball	8.5
Athletic	LHS Boys Head Soccer Coach	15
Athletic	LHS Boys Assistant Soccer Coach	9
Athletic	Middle School Co-Ed Soccer Coach	8.5
Athletic	LHS Girls Head Soccer Coach	15
Athletic	LHS Girls Assistant Soccer Coach	9

Athletic	LHS Boys Head Track Coach	16
Athletic	LHS Boys Assistant Track Coach	9
Athletic	Middle School Boys Head Track Coach	8.5
Athletic	Middle School Boys Assistant Track Coach	8.5
Athletic	LHS Girls Head Track Coach	16
Athletic	LHS Girls Assistant Track Coach	9
Athletic	Middle School Girls Head Track Coach	8.5
Athletic	Middle School Girls Assistant Track Coach	8.5
Athletic	LHS Girls Volleyball Coach	18
Athletic	LHS Girls Assistant Volleyball Coaches	33
Athletic	Middle School Girls 8th grade Volleyball Coach	8.5
Athletic	Middle Schools Girls 7th grade Volleyball Coach	8.5
Athletic	LHS Girls Head Softball Coach	14
Athletic	LHS Girls Assistant Softball Coach	9
Athletic	Lorain Middle School Girls Softball Coach	8.5
Athletic	LHS Cross Country Coach	9

Athletic	Middle School Cross Country	8.5
Athletic	LHS Boys Tennis Coach	14
Athletic	LHS Boys Assistant Tennis Coach	9
Athletic	LHS Girls Tennis Coach	14
Athletic	LHS Girls Assistant Tennis Coach	9
Athletic	LHS Boys Head Golf Coach	9
Athletic	LHS Girls Head Golf Coach	9
Athletic	LHS Boys Bowling Coach	9
Athletic	LHS Girls Bowling Coach	9
Athletic	LHS Head Varsity Swimming Coed Coach	14
Athletic	LHS Faculty Manager (All Sports)	25
Athletic	GJW Faculty Manager	11
Athletic	LMS Faculty Manager	11
Athletic	SMS Faculty Manager	11
Athletic	Esports Leader	12
Athletic	Esports Assistant	7

Athletic	LHS Fall Head Cheerleading	9
Athletic	LHS Fall Assistant Cheerleading	5
Athletic	LHS Winter Head Cheerleading	9
Athletic	LHS Winter Assistant Cheerleading	5
Athletic	Middle School Head Cheerleading	3.5
Athletic	Lorain High Strength and Conditioning Coach - Football	11
Athletic	Lorain High Strength and Conditioning Coach	7
Athletic	Lorain High Strength and Conditioning Coach - General Sports	16
Athletic	Special Olympics Coordinator	6
Athletic	Intramurals Coordinator	8
Athletic	Intramural Coach	3

APPENDIX D3

Fine Arts Supplementals		
Contract Type	Name	Current %
Fine Arts	LHS Band Director	19
Fine Arts	LHS Assistant Band Director	16
Fine Arts	Middle School Band Director	4
Fine Arts	LHS Jazz/Pep Band (Winter)	7
Fine Arts	LHS Choral Director	14
Fine Arts	Middle School Choral Director	3
Fine Arts	LHS Orchestra Director	11.5
Fine Arts	Middle School Orchestra Director	3
Fine Arts	Middle School Dance Director	3
Fine Arts	Fall Play Director	8
Fine Arts	Instrumental Music Director (Drama)	6
Fine Arts	Stage Manager - Fall Play	5
Fine Arts	Assistant Drama Director - Fall Play	5

Fine Arts	Drama Director - Musical	8
Fine Arts	Vocal Music Director (Musical)	6
Fine Arts	Choreographer - Musical	6
Fine Arts	Stage Manager - Musical	5
Fine Arts	Assistant Drama Director - Musical	5
Fine Arts	Lorain High School Dance Director	6
Fine Arts	Districtwide - Art Coordinator	6
Fine Arts	Districtwide - Instrumental Music Coordinator	6
Fine Arts	Districtwide - Vocal Music Coordinator	6
Fine Arts	Districtwide - Dance Coordinator	6
Fine Arts	Districtwide Physical Education Coordinator	6

APPENDIX D4

Non-Athletic Supplementals		
Contract Type	Name	Current %
Elementary Non-Athletic	Safety Patrol	3.5
Elementary Non-Athletic	Student Council	4
Elementary Non-Athletic	Club Sponsor	3
Elementary Non-Athletic	Building Manager (full time)	11
Middle School Non-Athletic	Student council	4
Middle School Non-Athletic	Club Sponsor	3
Middle School Non-Athletic	Building Manager	11
High School Non-Athletic	NHS Advisor	8.5
High School Non-Athletic	LHS Yearbook Advisor	8.5
High School Non-Athletic	LHS Senior Class Advisor	8.5
High School Non-Athletic	Student Council Advisor	8.5
High School Non-Athletic	Math Department Chair	8.5
High School Non-Athletic	Career Tech Chair	8.5
High School Non-Athletic	English Department Chair	8.5
High School Non-Athletic	Foreign Language Department Chair	8.5
High School Non-Athletic	Science Department Chair	8.5
High School Non-Athletic	Social Studies Department Chair	8.5
High School Non-Athletic	Special Education Chair	8.5
High School Non-Athletic	Elective Dept. Chair	8.5
High School Non-Athletic	School Counselor Chair	8.5
High School Non-Athletic	ROTC Drill Team	3
High School Non-Athletic	ROTC Color Guard	6
High School Non-Athletic	ROTC Military Property	10
High School Non-Athletic	ROTC Rifle Team	3
High School Non-Athletic	ROTC Orienteering	3
High School Non-Athletic	Club TV 20	8.5

High School Non-Athletic	Restaurant Management (1st Sem)	3
High School Non-Athletic	Restaurant Management (2nd Sem)	3
High School Non-Athletic	Banquet & Catering (1st Sem)	6
High School Non-Athletic	Banquet & Catering (2nd Sem)	6
High School Non-Athletic	Graphics Creation	6
High School Non-Athletic	Model U. N. Advisor	8.5
High School Non-Athletic	Academic Challenge/Speech & Debate	8.5
High School Non-Athletic	Wellness Facilitator	10
High School Non-Athletic	Club Sponsor	3%

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 27.03 K 3 L 2 of the Negotiated Contract- Release time for Magnet Coordinators will be daily. Elementary coordinators will teach at least ½ 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. Assist 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 programs.

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:
Teacher's Work Day and Work Calendar Supplemental Contract.
Placement on Teachers' Salary Schedule
And all other rights in Negotiated Contract

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 buildings(s).

2. Assists teachers with curriculum development and implementation of designed programs.

3. Provides orientation programs to visitors, prospective students, and parents regarding building a 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 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 deficit 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 lifestyles 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, goas and objectives for the school district.

<u>TERMS OF EMPLOYMENT;</u>
Teacher's Work Day and Work Calendar
Placement on Teacher's Salary Schedule
And all other rights in Negotiated Contract

<u>EVALUATION;</u>
Annually by Principal

APPENDIX H

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 newsletters, 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 SERVICE:

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

<u>TERMS OF EMPLOYMENTS;</u>

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.

<u>EVALUATION SCHEDULE;</u>

Principal and schedule of evaluation as determined by the Negotiated Agreement.

APPENDIX I

TITLE: SPEECH THERAPY COORDINATOR

QUALIFICATIONS:
Speech/Language Pathologist Licensure

RESPONSIBLE TO:
Executive Director of Special Education

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 Executive Director of Special Education 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 Executive Director of Special Education
Supplemental contract (5%)
All rights in the Negotiated Contract
The Coordinator will remain in this position unless removed by the terms of the negotiated agreement, or upon the request of the Speech Language Pathologist.

APPENDIX J

TITLE: SPEECH-LANGUAGE 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 employees, 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 programs 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 the School District's Safety Plan.
8. Attend all scheduled training sessions.

QUALIFICATIONS:
Speech Language Pathology Licensure

RESPONSIBLE TO:
Executive Director of Special Education, 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 appropriates 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 days in the building.

RESPONSIBILITIES:

1. Referrals initiated from teacher, 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 Report (ETR) 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 students with Speech as a related service

7. Writing an IEP: an initial placement of each student placed in Speech
    a. On annual basis as long as student requires S/L services,
    b. Amendment to IEP as needed.
8. Provide therapy services for identified students.
9. Reports:

- Annual caseload report to ESCLC
- Quarterly progress reports with report cards

10. Medicaid School Reports
    a. Caseload, 3-year re-evaluation, initial evaluations, & hearing screenings.
    b. Notify parents of districts' participation in Medicaid School Reports.
11. Three-year re-evaluations
    a. Speech only students--evaluate, write Speech/Language ETR, screen hearing.
    b. Related service students--evaluate, write hearing/communication status (ETR), screen hearing.
12. Consultations with parents, teachers, psychologists.
13. Classroom observations.
14. Participate on RTI Response to Intervention when speech/language is a concern
15. Meet and consult with ESCLC representatives on an as needed basis.

PHYSICAL AND ENVIRONMENTAL RESPONSIBILITIES OF THE JOB

1. Physical demand 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 the horizontal plane.
    d. Ability to speak and be understood.
    e. Ability to see, corrected or uncorrected.
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 (½) day coordination weekly lesson plans per therapy session.
All other rights in the Negotiated Agreement.

APPENDIX K

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 programs 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 the 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 affect 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 L

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 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 the Building Manager and Principal are essential.
13. Bus duty responsibilities will be cooperatively developed with the Building Principal.

14. Building Managers will be made aware in a timely manner of all requests from central Office that have timelines 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 Manager for the next year will be made prior to the last teacher day of the present school calendar when possible.

APPENDIX M

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 practices.
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 programs 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 the 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 Specialist 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 Materials to replace that service internally.

TERMS OF EMPLOYMENT:
All rights of the Negotiated Agreement
Placements 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 N

TITLE: 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 relationships to work in a collaborative, collegial manner.

Reports to 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 the 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 O

CURRICULUM & ACADEMIC SUPPORT SPECIALIST

1) The full-time Academic Coach positions will be posted for five (5) days via Applitrack, with criteria for such positions.
2) Applicants who meet the minimum qualifications for the position, will be interviewed by a panel, the panel will, at a minimum, include two district administrators and one LEA member, appointed by the LEA President. Interviewees will be selected for these positions based on a rubric that weighs 60% on the interview and 40% on a presentation. Those scoring the highest per the panel members will be awarded the position.
3) Assignments will be announced within five (5) work days following completion of the interview process.
4) The Curriculum & Academic Support Specialists will remain full-time LEA bargaining unit members with all rights bargained under the LEA contract, including paying full-time union dues.
5) After the Curriculum & Academic Support Specialist positions have ended, the bargaining unit members will have the opportunity to return to a position comparable to the position held prior to taking the position.
6) In addition to the bid process, interested applicants may be asked to provide additional information for the screening purposes per the outlined qualifications and essential duties.
7) Selection of the number of Curriculum & Academic Support Specialists is contingent on funding allocations and is to be determined by the district for each school year. The positions will be district-wide positions.

   That the terms of employment will be one hundred eighty-four (184) teacher workdays, plus up to eight (8) additional days to be paid at the members per diem rate. The eight (8) additional days will be based annually on the needs of the district and will be assigned and approved by the Executive Director of Elementary Teaching & Learning and Executive Director of Secondary Teaching & Learning. In order to receive the per diem rate for the additional days, the Curriculum & Academic Support Specialists will plan, prepare and facilitate professional development, lead curriculum development, or develop and/or provide supports to teachers to ensure that the instructional strategies from professional development are fully utilized. Any other work performed outside of their one hundred eighty-four (184) contractual days will be paid at the non-instructional rate; e.g. attending professional development

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 Q

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 Q1

DISPOSITION BY THE ADMINISTRATOR (INFORMAL & LEVEL 1)
(To be completed by the Administrator within 5(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 to further grievance procedures.

Date of Response _____ _____

Signature of Grievant

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

Appendix Q2

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

INDEX

A

Accrued Leave, 40, 41
Administration/Association Liaison Committee, 44
Assignments, 20
Assignments, 4, 22
Association Rights and Privileges, 17

B

Behavior Review Board, 32

C

Calamity, 64
Calendar, 35, 63, 107, 111
Class size, 53, 54, 75
College credit, 90, 91
Committees, 18
Compensation, 21, 23, 33, 39, 45, 53, 54, 61, 64, 65, 70, 71, 73, 75
Continuing Education, 61
Credit Flexibility, 24
Curriculum Writing, 23, 24

D

Daily rate of pay, 8
Definitions, 4, 7
Drug-Free Workplace, 19

E

Employment Practices and Conditions, 19
Evaluation, 26, 35, 47, 73, 75, 115

F

Facilities, 17, 22, 25, 84
Fair share fee, 33, 34
Family and Medical Leave Act, 42

G

Grievance, 34, 35, 42, 55, 56, 57, 58, 126, 127

I

IEPs, 13, 73, 76
Injury, 38
In-Service, 36

J

Job sharing, 90
Job Sharing, 5, 89

L

Leave of Absence, 37
Liability Protection, 15
LOTES, 26, 27, 51, 86

M

Mentor, 80, 81, 82, 85, 86, 88

N

Negotiations, 4, 10
New Teachers, 11
Non-Renewal, 46
Nurses, 13, 77

O

OTES, 7, 35, 47, 50, 51

P

Parental Leave, 43
Payday, 61
Payroll deduction, 33
PBIS, 31, 97
Personal Leave, 39
Philosophy, 4, 10
Political activity, 35
Preamble, 2
Preface, 4, 7
Preschool, 67
Principal's Advisory Council, 25, 44
Professional Development, 63, 65, 67
Professional leave, 38
Progressive Discipline, 19, 20, 59, 75

R

Recognition, 4, 10
Released Time, 41, 65
Remote Education, 91
Resident Educator, 80, 82, 83, 84, 85

Retirement, 77, 78, 79, 80, 88
RIF, 20, 28, 29, 46, 47, 48, 49, 50, 72
Rights & Responsibilities, 4, 11
Rights of Educators, 2

S

Salary, 7, 8, 20, 50, 52, 60, 61, 63, 64, 65, 68, 73, 74, 75, 77, 81, 88, 90, 117, 119
Severance Pay, 77, 78, 79, 80
Sexual Harassment, 20
Sick Leave, 37, 38
Special Education, 45, 52, 73, 75, 76, 105, 112, 114, 115
Specialists, 21, 22, 120, 124
STRS, 62, 64, 65, 68, 89
Supplemental, 14, 28, 29, 30, 31, 61, 64, 65, 70, 71, 72, 73, 88

T

Teacher Assignments, 4
Training, 75, 81, 82
Transfers, 27
Tuition reimbursement, 86, 87
Tutors, 74, 75, 76

V

Vacancies, 28, 29