AGREEMENT

LAKEWOOD TEACHERS ASSOCIATION

AND

THE LAKEWOOD BOARD OF EDUCATION

August 1, 2014 through July 31, 2018

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This Agreement between the Lakewood Teachers Association and the Lakewood Board of Education shall be effective beginning August 1, 2014 and will terminate July 31, 2018. The Agreement is subject to ratification by the Association and approval of the Board.

Linda Beebe 4/29/14
Linda Beebe Date
Board President

Colleen Corrigan 04-29-14
Colleen Corrigan Date
President, Lakewood Teachers Association

4/22/14
Date Approved

April 16, 2014
Date Ratified

Board Resolution No. #73/14

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ARTICLE 1. RECOGNITION

1.01 Recognition of Association

The Lakewood Board of Education (Board) recognizes the Lakewood Teachers Association (Association), affiliated with the Ohio Education Association and the National Education Association, as the sole and exclusive employee organization for all full-time and part-time certificated and/or licensed personnel including those teaching in alternative education programs and those on a Board-approved leave. Hereinafter, all bargaining unit members shall be referred to as teachers. Additionally, a teacher hired to fill a position that is expected to be a temporary (one year or less) position shall be considered to be a bargaining unit member at the time the position was reasonably anticipated to be available for at least sixty (60) actual work days, but in no case later than the sixty-first (61st) consecutive day of employment in the same position. (An approved leave does not interrupt consecutive days of employment.) Excluded from the bargaining unit are the Superintendent, Assistant Superintendents, Directors, Human Resources Administrators, Coordinators, Supervisors, Principals, Consultants, Assistant Principals, Athletic Directors, Psychologists with an administrative contract, casual substitutes, home instruction tutors, competency tutors, and non-certificated/licensed personnel hired to perform managerial or supervisory duties as defined in ORC 4117.

1.02 Recognition of Board

The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Lakewood City School District and as the employer of all certificated/licensed personnel of the school system.

Except as expressly limited by the terms of this Agreement, the Board shall at all times exercise its exclusive authority, as granted by law, to establish policy in all matters relative to the conduct of the public schools within its jurisdiction and assures the right of all members of the professional staff to constructively contribute their ideas on appropriate matters without fear of reprisal.

1.03 Recognition of Superintendent

The Association and Board recognize the Superintendent as the chief executive officer and primary professional advisor of the Board.

1.04 Membership in Professional Organizations

Both parties recognize that teachers have the right freely to organize, to join and support any organization for their professional and/or economic improvement, and that membership in any organization shall not be required as a condition of employment.

ARTICLE 2. FILLING VACANCIES AND CONTRACT PROVISIONS

2.01 Appointment to a Certificated/Licensed Position

A. When considered advisable and possible by the Superintendent or designee, members of a teaching unit* may informally participate in the consideration of a new unit member, listing the qualifications which the unit feels would strengthen its educational effectiveness. This list will be submitted in written form to the appropriate administrator for consideration. A prospective unit member and the unit itself may participate in the procedure under the same conditions.

B. The same participation could be adhered to in the selection of a para-professional who would serve as an educational aide to a particular unit.

* Unit shall mean any one of the following:

1. Any teachers currently defined as a team
2. High school departments
3. Middle school teachers of a defined grade level subject matter, e.g., 7th grade math
4. Elementary teachers involved in a direct working relationship with the prospective teacher

C. Certificated/licensed personnel who are employed for 120 days throughout the year, if employed the following year under a regular teaching contract, full or part-time, will receive a full year salary credit.

D. Certificated/licensed personnel who are employed in the Lakewood City Schools by the Board in a continuous teaching position under a long-term substitute or regular teaching contract for 60 - 119 days, if employed the following year under a regular teaching contract, will receive a half year salary credit.

E. A long-term substitute being hired as a teacher may waive years of experience to three (3) years. Said teacher shall receive a one-time payment of $100 for each year waived to be paid in the first check in October. Said teacher shall also receive one year of service applied toward a continuing contract status.

F. Bureau of Criminal Identification and Investigation (B.C.I.I.) Report

1. In the event it is necessary for the Board to employ a teacher prior to having received the results of the criminal records investigation, that teacher's employment shall be contingent upon subsequent receipt by the Board of a report from the Bureau of Criminal Identification and Investigation (B.C.I.I.) which is consistent with the teacher's answers to questions on the job application. If a report is subsequently received from the Bureau of Criminal Identification and Investigation which is inconsistent with the teacher's answers to questions on the job application,

the teacher shall be notified in writing. If the teacher does not deny the accuracy of the B.C.I.I. report within two (2) working days, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under Ohio Revised Code 3319.16 to formally terminate such teacher's contract of employment.

2. If the teacher denies the accuracy of the B.C.I.I. report, the teacher shall immediately be placed on leave without pay or benefits for a period of up to ninety (90) days. If within that period, the Board receives a corrected report from B.C.I.I. which is consistent with the teacher's answers to questions on the job application, the teacher shall be returned to duty to resume his/her contract status in effect as of the beginning of such leave. If within the period of such leave the Board does not receive a corrected report from B.C.I.I. which is consistent with the teacher's answers to questions on the job application, the action of the Board employing such teacher shall be void without any further act by any party, and without the necessity of proceedings under Ohio Revised Code 3319.16 to formally terminate such teacher's contract of employment.

3. Effective October 1, 2008, the Board shall pay the cost of employees obtaining the B.C.I.I. background check.

2.02 Vacancies and Newly-Created Positions for Certificated/Licensed Personnel

A. In early February of each year, each teacher will be presented an opportunity to request a building transfer to be effective in the next school year. This request will remain active until the start of the coming school year unless the teacher withdraws or amends the request. Building reassignments (transfers within the same building) should not be placed on the preference form but directed to the building principal. The teacher may contact the Department of Human Resources in the months of July or August to confirm the status of the request. Teachers who are being reassigned will be notified of their assignment for the coming year no later than two (2) weeks before the first day of school for teachers unless the position becomes vacant subsequent to that time.

B. All certificated/licensed teaching positions, and/or positions involving extra pay which will be open during the coming school year because of resignations, retirements, or newly created positions, will be made known as they occur during the school year. During June and July, all teachers shall be notified when a position becomes open, vacant, or otherwise available. Open, vacant, or otherwise available positions are those positions available to outside applicants. If a vacancy occurs in August, any teacher who has expressed interest in a change on his/her preference form will be notified of the vacancy.

Also, if a grant becomes available to the school system during the summer, and the system must specify by name the teacher who will be working under the grant, and such specification must be done within a one (1) month period, this position

does not have to be posted; however, all teachers who indicated on their preference form that they want to be considered for grants shall be contacted.

C. All vacant positions shall be internally and externally posted by the district for five (5) business days unless the Superintendent and LTA President mutually agree to do otherwise. For the purposes of this article, "business days" shall be defined as days in which the Board office is open and operating. In making appointments to fill the positions in Sections 2.01 and 2.02, all interested, qualified and certificated/licensed Lakewood staff applicants, full or part-time, will be considered before a candidate is selected.

D. It is agreed that the best applicant should be appointed. If the applicants are equal according to the procedures followed by the Department of Human Resources, such as interviews, certification/licensure, letters of reference, academic records, and past performance within or outside the system, seniority in the Lakewood City School System shall prevail.

E. Reasons will be provided to a teacher who is denied a voluntary transfer upon the teacher's request.

2.03 Involuntary Transfers and Staff Reassignments

A. Transfers and staff reassignments may be necessary, but shall never be a means of disciplining a teacher. Reasons to be considered in determining transfers and staff reassignments shall include the following:

- Effects on teachers and students.
- Increased class size.
- Ability levels of students involved.
- Teacher's experience and preparation.
- Teacher's class load.
- Teacher's seniority within the system.
- Declining enrollment.
- Closing/Moving of schools.
- Relationship with students.
- Relationship with staff.
- Relationship with parents.

B. If the teacher does not agree with the transfer and/or the reassignment, and upon the teacher's request, teachers involuntarily transferred and/or reassigned shall receive written reasons for same and shall be entitled to a conference with the Superintendent regarding the reasons for the transfer/reassignment. Transfer shall mean an assignment to a different building. Reassignment shall mean the assignment to a different curriculum area and/or different certification/licensure area and/or different grade level.

2.04 Appointment to ECES, Administrative Positions, Newly-Created Positions, New-Grant Positions, or All Other Positions Still Open After Transfers

A. Any teacher with the proper certification/licensure who is interested in being considered for ECES vacancies, vacancies in administration, newly-created positions including new-grant positions, or all other positions still open after transfers shall make their interest known in two ways: (1) submitting a letter of application for a particular position when such a vacancy or opening exists; (2) indicating one's interest on the "Employment Preference Form" each year (one would still be expected to submit a letter of application for a particular opening when announced). Teaching, supplemental (ECES), and administrative vacancies shall be posted as they occur. The methods of notification shall be as follows:

1. All vacancies that occur will be posted year round on the school's e-mail system and on the district's website.

2. All vacancies that occur during the summer months shall be posted in accordance with Section 2.04.A. Employees can also receive notifications of postings during the summer months by "opting in" to an automated messaging system.

B. In the selection process, all interested and qualified Lakewood teachers shall be considered along with qualified outside applicants. The best-qualified applicant shall be appointed to the position. If the applicants are equal according to the criteria established by the Department of Human Resources (such as letters of reference, academic record, training and experience, record or performance within or outside the Lakewood Schools and interviews), seniority in the Lakewood City School System shall prevail.

2.05 Position-Sharing

A. Position-sharing shall refer to an option available for pairs of teachers on continuing contract or with five (5) years successful teaching experience to share one full-time position.

B. Considerations for position-sharing opportunities shall be governed by the following criteria:

-- benefit to the Lakewood City Schools
-- schedule availability
-- recommendation of building principal
-- educationally sound for students
-- position sharing comprised of teachers within the same building
-- seniority within the system

C. The total number of position-sharing teachers shall not exceed fourteen (14) teachers (i.e., seven (7) pairs) per year.

D. Teachers may assume responsibility for finding position-sharing partners. No teacher shall be required to position-share.

E. Applications for position-sharing partnerships must be submitted no later than March 15th.

F. If a teacher's application for position-sharing was not accepted, the reasons will be given in writing. The teacher has two (2) weeks from the date s/he was notified that his/her position-sharing application was not accepted to submit another application. The teacher will be notified of the status of his/her second application by the end of the school year.

G. Each teacher shall acquire one year seniority for each year of position-sharing work providing each teacher works a minimum of ninety-two (92) days per year. In regard to State Teachers Retirement System (STRS) Service credit for the year of position-sharing, it is the teacher's responsibility to contact STRS to determine the amount of service credit s/he will receive from STRS.

H. Position-sharing teachers shall receive an appropriate pro-rata share of all salary and benefits as contained in this contract.

I. The schedule to be worked by position-sharing teachers shall be determined by the administration with input from teachers involved.

J. A teacher with documented professional difficulties shall not be eligible for position-sharing.

K. A joint Association/administration position-sharing committee shall be formed to review the position-sharing applications. The committee shall review applications and make recommendations to the Superintendent on the basis of criteria as set forth in paragraph B.

1. The committee shall be comprised of six members. Three members shall be appointed by the Association President and three by the Superintendent. The Association President shall appoint three members of the bargaining unit to this committee that include the following: an elementary representative, a middle school representative, and a high school representative. The Association President shall appoint one of these members as co-facilitator of the committee.

2. The Superintendent shall appoint a corresponding number of members to the committee. The Superintendent shall also appoint one of these members to be a co-facilitator of the committee.

L. The position-sharing program shall be evaluated annually.

M. Position-sharing applications will be considered annually. Upon the dissolution of a partnership, the individual position-sharing teacher shall be guaranteed the contract status which s/he held prior to position-sharing and shall be reinstated to a position for which s/he is certificated/licensed.

N. It is the responsibility of the position-sharing team to communicate to each other any information shared at building-level meetings. Each position-sharing teacher can be required to attend one school-sponsored evening activity per year in accordance with Section 5.07 of the Agreement.

O. The Superintendent/designee shall make the final determination on all applications for position-sharing.

2.06 Contracts

A. The Board shall enter into a written contract for the employment and reemployment of all teachers hired by the district on or before October 1st of each school year.

B. If there is no alternative, a partial year contract may be granted for semester courses or grant positions. Teachers hired for a semester contract will receive a half-year experience on the salary schedule and seniority list. An adjusted appraisal procedure will be determined jointly by the Superintendent or designee and the Association President. This new timeline will supersede ORC 3319.111 in the implementation of ORC 3319.11.

C. The Board also shall enter into a supplemental written contract with each teacher who has ECES duties. Such supplemental contracts shall be limited contracts and shall be automatically non-renewed on a yearly basis in accordance with ORC 3319.11.

D. Limited, continuing and supplemental contracts shall set forth the teacher's duties and shall specify the salary and compensation to be paid for regular teaching duties and additional teaching duties, respectively.

E. Teachers who anticipate meeting the legal requirements as outlined in the Ohio Revised Code for continuing contract must submit a letter of intent to the Human Resources Department by September 15th. Teachers who apply for continuing contract will be appraised through the procedure outlined in Article 4. The appropriate documentation must be filed in the Department of Human Resources before March 15th. If through circumstances that cannot be controlled, the documentation is not received by March 15th, the time limit will be extended to April 1st. A teacher not meeting these time limitations may not be considered for a continuing contract. Holding a prior continuing contract in the Lakewood City School District shall be considered the same as holding a prior continuing contract in any other school district.

F. Extended Limited Teaching Contracts

In the event the Superintendent believes an extended limited teaching contract [not to exceed two (2) years] is warranted for a teacher who is otherwise eligible for a continuing contract, the teacher will receive written notice at least five (5) working days prior to any Board action along with reasons directed at professional improvement. The Board must act on an extended limited contract and the reasons directed at professional improvement must be given to the teacher on or before April 30th. The parties agree the Board may bypass the procedures under Section 3319.11(C) of the Ohio Revised Code and issue an extended limited teaching contract upon the Superintendent's recommendation without first entertaining a recommendation for a continuing contract. Upon subsequent reemployment of the teacher after the expiration of the extended limited contract, only a continuing contract may be entered into. If the Board does not give the teacher written notice of its affirmative action on the extended limited contract on or before April 30th, the teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under such continuing contract unless such teacher notified the Board in writing to the contrary on or before June 1st, and a continuing contract shall be executed accordingly. Any violation of this paragraph may be processed through the grievance procedure found in Article 10 of the Agreement.

2.07 Substitutes

A. Long-Term Substitutes For Temporary Vacancies

If teachers are needed to fill positions that are temporarily vacant, they may be appointed as long-term substitutes. Long-term substitutes can be offered an unlimited number of one-year contracts. As members of the bargaining unit, long-term substitutes shall be notified of position openings.

B. Long-Term Substitutes For Permanent Vacancies

If teachers are needed to fill positions that will be permanently vacant for the remainder of the school year but have occurred *after* October 1st, they shall receive the same salary and fringe benefits package that they would have received had they been hired on or before October 1st. Under these circumstances the following provisions shall apply:

1. During their first twenty (20) workdays of employment, the district may end the teacher's employment without being subject to Article 10: Framework For Grievance Procedure, provided they do so for reasons that are not arbitrary or capricious in nature.

2. Teachers hired after October 1st shall have the right to end their employment during the first twenty (20) workdays of their employment

without being subjected to any attempt by the district to suspended or revoke their teaching license or certificate for exercising this option.

3. Any position that was vacant for the remainder of the school year but occurred after October 1st shall be posted as a standard teaching position for the following year (in accordance with Article 2: Filling Vacancies And Contract Provisions) provided the position still exists.

C. Non-reemployment of Substitutes

It is understood that district substitute and long-term substitute contracts are one-year contracts that are non-renewed. Long-term and district substitutes, regardless of length of service during the school year or during any particular assignment, shall not be entitled to a notice of non-reemployment.

2.08 Instructional Coaches

All Instructional Coaching positions will be eliminated at the end of the 2013-2014 school year. In cooperation with LTA, Administration will make every effort, short of creating new bargaining unit positions, to reassign those affected by the loss of these positions.

2.09 Curriculum and Technology Teachers (CaTT)

A. Beginning in the 2014-2015 school year, Administration will increase (from 5) the number of Curriculum and Technology Teachers (formerly known as Digital Literacy Teachers) to meet the needs of teachers. CaTTs will provide assistance, as requested by the teacher, with the integration of technology standards as well as support of the Common Core and Revised Standards during mutually agreed upon scheduled time.

B. The CaTTs may provide this assistance through:
- Co-planning with the classroom teacher
- One-on-one conferencing with the classroom teacher
- Team teaching
- Professional development as requested by a staff member, team, department, building, or as part of district-wide activities
- Modeling lessons and/or teaching

C. The CaTTs will be assigned to buildings so that teachers may schedule time to work collaboratively with them.

D. Teachers will have input into the criteria used for the selection of the CaTTs.

E. These changes will be reviewed by LTA and Administration by the end of the 2014-2015 school year.

ARTICLE 3. REDUCTION IN FORCE

During the 2014-2015 school year only, the parties agree that the evaluations of members of the bargaining unit shall be considered comparable to one another for the purposes of the negotiated Reduction in Force. As such, the provisions of Article 3 shall serve as the procedures followed by the Superintendent and Board when making staff reduction decisions involving the suspension of contracts during the 2014-2015 school year.

3.01 Staff Reduction

When in the judgment of the Board it becomes necessary to reduce the number of teachers on limited contract in the Lakewood City School System for reasons other than performance, the following procedures shall apply.

3.02 Attrition

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for teachers who retire or resign or whose limited contracts are not renewed for performance reasons.

3.03 Reduction Other Than by Attrition

A. To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for performance reasons, reductions will be achieved by reduction in force. Reduction in force shall mean that a teacher will be placed in an inactive state of employment from an active state of employment by utilizing the procedures in ORC 3319.17.

B. The Board and the Association agree that reduction in force under this Article 3 does not require that the teacher affected by the reduction in force be evaluated in accordance with the provisions of Article 4 of this Agreement or the evaluation and appraisal components of ORC 3319.11 and 3319.111. Any teacher who is affected by a reduction in force shall have his/her contract suspended.

C. Beginning in the 2015-2016 school year, when reductions in force of members of the bargaining unit are necessary, if teachers' Final Summative Ratings are identical (ex: both teachers receive a Final Summative Rating of Skilled) seniority and areas of certification/licensure shall be the exclusive criteria in determining such reductions in force, except where it is clearly demonstrated by the Board that it is necessary to resort to other criteria so as to achieve recognized educational goals which could not otherwise be met by strict adherence to seniority and certification/licensure area. In accordance with judicial decisions, the Board shall take action on granting continuing contracts before it takes any reduction in force action.

1. All teachers shall be placed on the seniority lists in each of the teaching fields in which the teacher is certificated/licensed.

2. Seniority shall be determined by the length of continuous service in the Lakewood City School System in the Association's bargaining unit. Length of continuous service will not be interrupted or affected by authorized leaves of absence. Authorized leaves for professional purposes (Section 8.13) will be counted in the teacher's total seniority.

   However, any other authorized unpaid leaves will not be counted in the teacher's total years of seniority. Among those with the same length of continuous service, seniority shall be determined by:

   a. The date of the Board meeting in which the teacher was hired and then by

   b. The date and time the signed contract was received by the Department of Human Resources, and then by

   c. The date the first Lakewood City Schools' job application form was submitted by the teacher within the two-year period preceding the effective date of the teacher's first teaching contract with the Board.

   d. By lot or coin toss.

3. The continuous service of a teacher who has returned to employment following resignation, unauthorized leave of absence or other termination of employment will be measured from the date of return.

D. Availability of lists: At least thirty (30) calendar days before the effective date of the proposed reduction in teachers, the Association President shall receive in writing a list of all teachers, by seniority, in each category of certification/licensure and including the date of the Board meeting in which the teacher was hired. When necessary the dates referred to in Sections 3.03.C.2.(a) and (b) shall be provided.

E. Notification: At least seven (7) days before the Board meeting at which the action is to be taken, and after each teacher affected is informed by the Board, the list of teachers whose contracts are recommended for suspension and the reasons for the reduction in force will be provided to the Association President in writing. This list shall constitute the Recall List.

F. The Board agrees that it will not challenge the eligibility for receipt of unemployment compensation benefits of any teacher whose contract has been suspended under the provisions of this Article.

3.04 Recall

A. A teacher whose name appears on the Recall List shall be returned to active employment when a vacancy becomes available for which he or she is certificated/licensed.

B. Teachers on the Recall List shall be returned to active employment to fill vacancies for which they are certificated/licensed in order of seniority at the time of their reduction in force. In effecting recall, the educational criteria shall be the same as that used for reduction in force.

C. No new teachers shall be employed by the Board while there are teachers on the Recall List who are certificated/licensed for any vacancy in a teaching position.

D. In the event a vacancy(ies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

E. If a teacher fails to accept full-time active employment status within five (5) calendar days, excluding Saturdays, Sundays and holidays, from the date said notification was delivered, said teacher shall be considered to have declined said offer and shall be removed from the Recall List.

F. A teacher on the Recall List shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority and accumulation of sick leave as said teacher enjoyed at the time of reduction in force. Upon return, the teacher's salary placement will be on the next step and appropriate column.

G. A teacher who holds a continuing contract shall have the right of restoration to continuing service status without limitation. A teacher who holds a limited contract shall remain on the Recall List for four (4) school years (July 1st to June 30th) following the date s/he is first placed on the list, unless removed earlier for reasons set forth in this Article.

H. Consistent with the requirements of federal law, any teacher being recalled following a reduction in force under Article 3 is deemed not to have broken continuous service and will not be treated as a new employee for purposes of payment of Medicare taxes.

I. If a part-time vacancy occurs when there is a teacher on the Recall List certificated/licensed for a position, the most senior and properly certificated/licensed teacher on the Recall List will be offered the largest (in terms of time) position. The teacher, however, still remains on the Recall List and will be offered any full-time position (or part-time position equal to the teacher's previous part-time contract) as it becomes available during the time the teacher is on the Recall List.

J. If a long-term substitute position becomes available for which a teacher on the Recall List is certificated/licensed and it is the same certification/licensure area in which s/he was teaching at the time of the reduction in force, then the long-term substitute position shall be offered to this teacher. If a long-term substitute position becomes available for which a teacher on the Recall List was certificated/licensed to teach but which s/he was not teaching at the time of his/her reduction in force, the teacher will be offered this long-term substitute position as appropriate. If the administration is aware of several long-term substitute positions which will occur in the same school year for which the teacher on the Recall List is certificated/licensed, the administration has the right to offer the teacher on the Recall List the longest long-term substitute position, even if it is not the first long-term substitute position to become available in that school year. While a teacher is in a long-term substitute position, s/he is still on the Recall List.

ARTICLE 4. TEACHER APPRAISAL AND DISMISSAL PRACTICES

The Ohio Teacher Evaluation System (OTES) will be the procedure used to evaluate members of the bargaining unit. The parties agree that each school year, the LTA and Administration will meet quarterly in order to review, assess, and, if necessary, refine the evaluation procedure as mutually agreed.

4.01 Overview

A. For the purposes of appraisal, a licensed teacher in the state of Ohio who spends at least 50% of his/her time providing content-related student instruction will follow the Summative Appraisal Process. All other licensed staff will follow the Formative Model. This appraisal process does not apply to substitutes.

B. The appraisal plan is based on the Ohio Teacher Evaluation System (see Appendix B for Standards). (Legal References: ORC 3319.111; 3319.112) The language of Article 4 shall supersede and prevail over all statutes of the State of Ohio except as specifically set forth in the Ohio Revised Code.

C. Definitions

1. Administration – Any administrator directly employed by the Lakewood City School District or through an Educational Service Center whose responsibility is not exclusively conducting evaluations. No third party evaluators will be used.

2. Formative Appraisal –This appraisal model will be used by any certificated/licensed teacher who does not spend at least 50% of his/her time providing content-related student instruction. It is a collegially-based method of professional staff supervision and growth. It is option-based and goal-oriented. Together, evaluator and evaluatee shall explore a number of possible options. They develop and refine the project action plan for the year (see Appendices M, N, O).

D. There shall be one credentialed evaluator for each teacher (evaluatee). The evaluator will be a credentialed district administrator as defined in Article 4.01 C1.

E. A teacher who works at two (2) or more buildings will have one (1) formal teacher appraisal, one (1) evaluator, and be appraised by the same criteria as a single building teacher. The Superintendent or designee will designate the evaluator.

F. The documents used in this process are:

Appendix B: "Ohio Standards for the Teaching Profession"
Appendix C: Appraisal Plan Timeline
Appendix D: Professional Growth Plan

Appendix E: Improvement Plan
Appendix F: Self-Assessment Summary Tool
Appendix G: Lesson Plan Guide
Appendix H: Pre-Observation Form
Appendix I: Teacher Performance Evaluation Rubric
Appendix J: Performance Ratings
Appendix K: Informal Observation Record
Appendix L: Final Summative Rating
Appendix M: Formative Appraisal Plan Model Options
Appendix N: Formative Appraisal Plan
Appendix O: Formative Appraisal Plan Evaluation
Appendix P: Student Growth Measure Identification Sheet

4.02 Responsibilities

If the appraisal process is to be effective, both parties must assume certain responsibilities.

A. Evaluator:

The responsibilities of the credentialed evaluator are to:

1. Approach the process as a vehicle to improve teaching and learning.

2. Approach the process in an open, honest, non-threatening manner.

3. Notify evaluatees of their appraisal status.

4. Orient staff annually to all procedures involved.

5. Approach the process with an open mind about differences in teaching styles and personalities.

6. Implement the appraisal process and maintain the required timeline.~~:~~

7. Provide the evaluatee with all written communications described in this Agreement.

8. Document the various conferences involved in the process.

9. Obtain Ohio Teacher Evaluation System (OTES) credentials necessary to be an evaluator.

10. Inform the evaluatee of all concerns and/or areas of strength during the appraisal process so that the Teacher Performance Evaluation Rubric reflects these concerns/areas of strength that have been addressed throughout the year.

11. The evaluator should recommend avenues of support and professional development opportunities for professional growth.

12. When administration makes decisions regarding the termination or non-renewal of a contract, the failure to recommend a continuing contract, or the need for an involuntary transfer, due to teacher performance, it is understood that these decisions will be based on evidence as documented through observations, the Teacher Performance Evaluation Rubric (Appendix I) and the Final Summative Rating (Appendix L) .

B. Evaluatee:

The responsibilities of the evaluatee are to:

1. Approach the process as a means to improve teaching and learning.

2. Have a thorough knowledge of the procedures and purposes of the process by reviewing specific responsibilities in the Agreement.

3. Approach the process in an open, honest, involved manner.

4. Work toward improving performance based upon the "Ohio Standards for the Teaching Profession".

5. Prepare any written materials or ideas needed as part of the process.

6. Attend and document the various conferences involved in the process.

7. Make a conscientious effort to act upon teacher appraisal recommendations and support given.

8. Seek avenues for further professional growth.

9. Appeal, if necessary, any unfair processing or appraisal documents.

10. Place written materials in own personnel file about positive personal and/or professional accomplishments.

4.03. The Appraisal Process: Teacher Performance

A. The appraisal process consists of the following:

1. Either a Professional Growth or an Improvement Plan

2. Teacher Self-Assessment (Improvement Plans only)

3. Observation Cycle(s) – pre-conference, observation, post-conference

4. Teacher Mid-year Review

5. Observation Cycle – pre-conference, observation, post-conference

6. Teacher Final Review

B. Professional Growth Plan: Any teacher who, in the previous year, obtained a rating of Accomplished, Skilled, or Developing on the Final Summative Rating (Appendix L) shall complete a Professional Growth Plan. (Appendix D)

1. The Professional Growth Plan shall identify two (2) Standards and Elements chosen by the teacher from the Ohio Standards for the Teaching Profession (Appendix B). These shall serve as the focus of professional development for that teacher.

2. The Professional Growth Plan shall be completed and due to the evaluator no later than September 15th.

3. The Professional Growth Plan shall be in effect for one school year.

C. The Improvement Plan development conference shall occur on or before September 15th.

D. If a teacher is hired after October 1st, all evaluation timelines will be adjusted by mutual agreement between the Association President and the Superintendent or designee.

E. Observation Cycle

1. Two observation cycles will be completed during the Appraisal process for all staff members unless the following applies:

a) Any teacher who has received a summative rating of Accomplished on the teacher's most recent evaluation. S/he may choose to complete one observation cycle and one formative project.

b) Any teacher who is on a limited or extended limited contract and who is under consideration for nonrenewal will complete three (3) observation cycles.

2. The forms to be used in the observation cycle are the following:

a) Lesson Plan Guide (Appendix G)

b) Pre-observation Form (Appendix H)

c) Teacher Performance Evaluation Rubric (Appendix I)

d) Informal Observation Record (Appendix K)

3. An observation cycle includes:

a) Pre-observation conference

1) Facilitates/promotes dialogue using the Pre-Observation Form (Appendix H)

2) Based on the Standards and Elements identified on the Professional Growth Plan or Improvement Plan, both parties will discuss the lesson to be observed and the methods of observation to be used.

b) Formal Observations

1) This is a time period in which the evaluator is doing a first-hand observation of a teacher.

2) The length of the observation shall correspond to a complete lesson or be modified by mutual agreement.

3) All formal classroom observations of the work performance of a teacher will be openly conducted and with full knowledge of the teacher concerned.

c) Informal Observations

1) Informal observations are classroom visits by the evaluator that occur outside of the formal appraisal process. These observations will be incorporated in the formal appraisal process within that school year.

2) All informal observations used by the evaluator to document work performance shall be 15-30 minutes in length and be recorded on the Informal Observation Record (Appendix K) and will be shared in written form with the evaluatee within two (2) school days. All such material will be signed by the evaluator. Either party can request a conference to discuss the informal observation.

3) At least one informal observation shall be done in each evaluation cycle.

d) Post-observation Conference

1) This will be a time for professional dialogue to share and analyze the activities that occurred during the observation period.

2) A copy of the Teacher Performance Evaluation Rubric (Appendix I) will be provided to the teacher. This form shall be signed by the evaluator and the evaluatee. Signing is merely acknowledgement of having seen the material and does not indicate agreement or disagreement.

3) It is important that the post-observation conference be held within ten (10) school days of the observation period.

F. Mid-Year Review Conference

1. The Mid-year Review Conference will be held by February 1st.

2. Participants at this conference will be the evaluator and evaluatee.

3. The purpose of this conference is to review the written Teacher Performance Evaluation Rubric (Appendix I) which will include documentation from all formal and informal observations.

G. Year-End Review Conference

1. The Year End Review Conference will be held by April 15th for those teachers following an Improvement Plan or those eligible for and requesting continuing contract status, and May 10th for all others. The form to be used is the Teacher Performance Evaluation Rubric (Appendix I).

2. Participants at this conference will be the evaluator and evaluatee.

3. Items to be discussed at this conference are:

a. Review of the written Teacher Performance Evaluation Rubric (Appendix I) which will include documentation from all formal and informal observations. The signature of the teacher does not indicate agreement with the evaluation but rather that s/he has received a copy of the form.

b. Based on the Rubric, identify the teacher performance rating for the following year. (Appendix J + L)

4. The teacher may provide additional information to the evaluator within five (5) working days of receipt of the Teacher Performance Evaluation Rubric. This additional information will become part of the summative record. The teacher's performance rating may change based on this provided evidence. The evaluator shall provide the evaluatee with the updated rubric and rating within five (5) working days of receiving this information.

H. If appraisal timelines are not followed (for reasons other than short-term or long-term absence of the evaluator or the evaluatee) a teacher cannot be non-renewed. However, the appraisal process will continue for the reason of professional improvement unless the evaluator and evaluatee agree otherwise. Before the appraisal process continues, the evaluator shall confirm in writing that the appraisal process will continue.

1. In the case of a short-term absence (fifteen [15] school days or fewer) the appraisal process timelines shall be extended by the number of school days equal to the days of absence.

2. In the case of an evaluator's long-term absence, the evaluator's replacement shall continue the appraisal process. Timelines and guidelines may be extended by mutual agreement of the evaluator and evaluatee. If no mutual agreement is reached, the Association President and the Superintendent or designee shall mutually establish new appraisal timelines.

3. In the case of an evaluatee's long-term absence, the process shall continue with timelines, guidelines and student growth data modified by mutual agreement of the evaluator and evaluatee. If no mutual agreement is reached, the Association President and the Superintendent or designee shall mutually establish new appraisal timelines and guidelines. The teacher performance rating shall be based on any observations that have been conducted and any student growth data that can be attributed to the evaluatee. If either part is unavailable, the evaluatee will continue the following year with the same teacher performance rating.

4.04. The Appraisal Process: Student Growth Measures

During the 2014-2015 school year, all teachers that require the use of Student Growth Measures (SGM) shall use Shared Attribution of the district composite Value-Added score for 100% of the SGM unless required to use Teacher-Level Value Added. For those staff members, the percentage of teacher-level and district level value-added shall be proportionate to their schedule.

A. For the purposes of the Ohio Teacher Evaluation System (OTES), "student growth" is defined as the change in student achievement for an individual student between two or more points in time. This component of the evaluation includes a combination of the following: 1) teacher-level value added data; 2) ODE-Approved Vendor Assessments; and/or 3) Locally–determined Measures.

1. Teacher-level Value Added (Category A1 or A2): "Value-Added" refers to the value-added methodology provided by ODE based on Ohio Achievement Assessments (OAA). Where value-added data for grades 4-8 for English language arts and mathematics exists, value-added data must be one of the measures used in calculating student growth.

2. ODE Approved Vendor Assessments (Category B): ODE approved vendor assessments, if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the student growth measure portion of OTES. No ODE Approved Vendor Assessment shall be utilized by the district without consultation with LTA leadership.

3. Locally-determined Measures (Category C): For courses of instruction in which neither teacher level value-added data nor ODE-approved vendor assessments are available, shared attribution and/or Student Learning Objections (SLOs) will be used to measure student growth.

    a. There will be an SLO Committee at each building.

    b. Each committee will approve, review and monitor the SLOs developed at that building.

B. Student Growth Measures shall make up 50% of the Final Summative Rating. Appendix P shall be completed and is due to the evaluator no later than Sept. 15th. This shall be turned in with the Professional Growth Plan or Improvement Plan.

C. In the calculation of student growth data, a student who has 45 or more absences (excused and/or unexcused) for the school year will not be included.

D. Data from these multiple measures will be scored on five levels: Most Effective: Above Average; Average; Approaching Average; and Least Effective. In accordance with ODE guidance, these levels will be converted to a score in one of three levels: "Above Expected Growth"; "Expected Growth"; and "Below Expected Growth".

E. In situations where the teacher does not have student growth measures, the teacher performance aspects of the evaluation will represent his/her summative evaluation.

4.05. Summative Teacher Effectiveness Rating

A. Teacher Performance and Student Growth Measures ratings shall be combined to reach the Summative Teacher Effectiveness Rating. An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures.

B. The Final Summative Rating Matrix will be used to determine the Summative Teacher Effectiveness Rating.

Final Summative Rating Matrix

Student Growth Measures	Teacher Performance: Accomplished	Skilled	Developing	Ineffective
Above Expected Growth	Accomplished	Accomplished	Skilled	Developing
Expected Growth	Skilled	Skilled	Developing	Developing
Below Expected Growth	Developing	Developing	Ineffective	Ineffective

C. Beginning with the 2015-2016 school year, if a teacher in a "core subject area" has received a Final Summative Rating of "Ineffective" on evaluations for two of the three most recent school years, s/he is required to take all written examinations of content knowledge selected by ODE.

1. "Core subject areas" include reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

2. These written examinations would be paid for by the District.

4.06 Formative Appraisal Model

A. For the purpose of appraisal, any bargaining unit member who spends less than 50% of his/her time providing content-related student instruction will follow the Formative Model. (Appendix M)

B. Formative Appraisal Planning Conference: This conference is for the discussion, formulation, and collaborative planning of the project. It shall be held by on or before September 15th.

C. Submission of the final Formative Appraisal Plan shall occur on or before October 1st. (Appendix N)

D. The Year-end Formative Appraisal Conference shall be held by May 10th.

4.07 Teachers Experiencing Professional Difficulties

A. Any teacher who will be required to complete an Improvement Plan for the following school year shall be notified no later than May 10th.

1. An Improvement Plan Conference shall be held on or before September 15th. The teacher shall be notified if s/he is facing possible non-renewal or termination at this conference.

2. Three observation cycles shall be completed by April 1st.

3. The Year End Review conference and evaluator's recommendation of non-renewal or termination (if applicable) shall be held by April 15th.

B. Any teacher new to the district may be transitioned to an Improvement Plan on or before November 15th.

1. The Improvement Plan Conference held within ten (10) school days from the date of notification. The teacher shall be notified if s/he is facing possible non-renewal or termination at this conference.

2. The Year End Review conference and evaluator's recommendation of non-renewal or termination (if applicable) shall be held by April 15th.

C. Any teacher identified as facing non-renewal, termination, or needing significant improvement will be provided immediate and careful supervised support.

D. If professional development is required or recommended, the district will provide for the allocation of financial resources to support professional development.

E. Improvement Plan Conference

1. This meeting is between the evaluator and the evaluatee for the purpose of developing an Improvement Plan (Appendix E) which includes:

a. focus areas (standards and elements)

b. reasons for concern

c. Improvement goals

d. action plans (activities, processes, programs, sources of help)

e. evidence indicators

2. Upon the request of the evaluatee, the Association President (or designee) may be in attendance at this meeting and, if in attendance, will assist in developing the remediation plan.

3. The evaluatee will be notified at this conference whether non-renewal or termination may occur.

F. Process for appealing concerns with the Teacher Performance Evaluation Rubric (Appendix I) for teachers facing a recommendation for non-renewal, or recommendation for termination.

1. Non-Renewal

a. For teachers being recommended for non-renewal, the Year-End Review conference and notification of position and future appraisal status is due by April 15th.

b. The Superintendent shall provide the evaluatee reasons in writing, expressly describing why s/he is recommending the teacher's non-renewal, on or before May 1st of the year the recommendation is to be made.

c. After receiving the Superintendent's written recommendation, the evaluatee may, within five (5) school days, request a meeting with the Superintendent to discuss the recommendation. The meeting will then be held within five (5) school days, and at least three (3) school days prior to the date on which the Board acts on said recommendations. At this meeting the Superintendent and the evaluatee may be accompanied by a person of his/her choice.

2. Termination

a. The termination of an existing contract is to be in accordance with the appropriate section(s) of the Ohio Revised Code.

b. A teacher facing termination is advised to consult the Association.

4.08 Appeal Process

A. An appeal is a process to redress issues of fairness arising from any aspect of the teacher appraisal process and its documentation. If an appeal is made, there shall be no reprisals.

B. Process for appealing concerns during the teacher appraisal process.

1. If a concern about the appraisal process arises, the evaluator and evaluatee should make every effort to resolve these concerns together.

2. If these concerns cannot be resolved in an informal manner, the evaluatee should submit the matter in writing to the Superintendent/designee within five (5) days of the incident/occurrence/disagreement.

3. After receiving the written appeal, the Superintendent/designee will, within ten (10) days of receipt, notify the evaluatee and the evaluator of a plan of action aimed at resolving the problem.

4. If the concern remains unresolved or persists, the evaluatee may appeal to the Superintendent and may receive a second evaluator to conduct the teacher appraisal from that point forward. If granted, the contested information from the observation cycle shall be nullified with the option to add another cycle with the new evaluator. Timelines can be adjusted by mutual agreement.

C. Process for appealing concerns with the Teacher Performance Evaluation Rubric, recommendation for non-renewal, or recommendation for termination.

1. If the evaluatee does not agree with the conclusions found in the Teacher Performance Evaluation Rubric, s/he may appeal it through the process listed below:

a. The evaluatee may write reasons for disagreement on the Teacher Performance Evaluation Rubric and may request a conference with the Superintendent to help resolve this disagreement. Each party may choose one other person to be present during this conference.

b. The evaluatee may request a different evaluator for his/her next teacher appraisal.

4.09 Miscellaneous

A. When a full-time or part-time teacher new to the District has held a continuing contract previously in any district in Ohio, s/he shall be governed exclusively by ORC 3319.11 and ORC 3319.111 for the granting of a continuing contract during that teacher's second year in the District. When a long-term substitute, Individual/Small Group Instructor or District substitute is employed in a standard teaching assignment, s/he becomes subject to this provision.

B. If the timelines of ORC 33319.11 and/or 3319.111 are not met, the teacher shall be deemed renewed. If these timelines are not met in the case of a teacher who is eligible for a continuing contract during his/her second year in the District, s/he shall be granted a continuing contract. Any challenge to the Board's decision not to renew a limited contract or issue a continuing contract (when applicable) for such teachers shall be processed solely through ORC 3319.11 procedures.

C. After seven (7) years of continuous employment in the District (in a standard teaching position), each teacher on a limited contract who began employment with the District in the 2002-03 school year or later may be non-renewed only for just cause. If a teacher takes a Board-approved leave, that leave shall not be considered to disrupt continuous years of employment, but the year(s) of leave shall not be considered one (1) of the seven (7) years.

D. The parties agree that any change in OTES reporting above and beyond a teacher's Final Summative Rating shall not occur without prior consultation with LTA leadership.

ARTICLE 5. TEACHER'S WORK LOAD

5.01 Elementary Teacher's Work Load

A. The elementary teacher's continuous work day shall not exceed seven and one-half (7-1/2) hours (including lunch) within the hours of 8:00 a.m. and 4:00 p.m. Assignment of teachers to classes beginning before 8:00 a.m. and ending after 4:00 p.m. will be voluntary. There may be circumstances, due to scheduling, where the principal has the right to assign when the teacher's seven and one-half (7-1/2) hour day shall begin and end; however, no teacher may be assigned a starting and ending time two years in a row. The teacher shall establish his/her daily time schedule pattern by the end of the previous year. This daily schedule pattern may be changed in consultation with the principal. The daily schedule may be occasionally altered by notifying the principal. In no case shall the teacher's normal work day begin fewer than fifteen (15) minutes before his/her first assigned student contact responsibility or end fewer than fifteen (15) minutes after his/her last assigned student contact responsibility. A teacher may request to be excused early by the building principal. Each elementary principal will designate one day per week on which flex time will be suspended and all teachers will work from 8:00 a.m. to 3:30 p.m. Said designated day will be the same day of the week throughout the school year. The resulting 8:00 a.m. – 8:45 a.m. time period will be scheduled by the building principal with the intent of reducing meetings and inservices that would otherwise occur outside the contract day.

B. The teacher's daily contact time with students shall not exceed 5-1/4 hours, plus homeroom time. During this time, the classroom teacher (a classroom teacher has responsibility for all subject areas other than those taught by specialists) shall have a daily average of forty (40) minutes of planning time over a ten (10) day cycle. Kindergarten teachers will have a daily average of twenty (20) minutes of planning time over a ten (10) day cycle, during the time the students are in session in addition to the time from 11:30 a.m. to 11:50 a.m. each day. Every effort will be made to provide media specialists a daily average of forty (40) minutes of planning time over a ten (10) day cycle, but a guaranteed daily twenty (20) minute planning time will be assigned by the building principal. The building principal will schedule a daily average of forty (40) minutes of planning time over a ten (10) day cycle for music/art/physical education specialist teachers. Should any specialist teacher (art/music/physical education) have a roster of over 300 students, no duties shall be assigned so that the teacher shall have increased planning time. Any teacher who voluntarily directs a choir(s), with the approval of the appropriate administrator, shall receive a $200 stipend per choir per year in the first paycheck in June. An uninterrupted lunch of forty-five (45) minutes will be provided. Teachers will not be required to have any student contact during this forty-five (45) minutes. The principal will consider suggestions from the staff in formulating the school's lunch schedule.

C. The elementary teacher has numerous preparations. The classroom teacher in cooperation with the specialist teacher(s), will instruct students in a fully comprehensive program as prescribed by state law. The classroom teacher will not be required to remain in the classroom when specialist teachers are in charge of the class. The specialist teachers will have the sole responsibility for the preparation, direction and culmination of their activities. Further, there are differing needs of students with whom the teacher works which cannot be covered by a single instructional plan, making multiple planning a necessity.

D. Elementary Split-Grade Classes

When in the judgment of a building principal, due to unusual enrollment configurations, a split-grade becomes necessary, the following guidelines shall be considered:

1. First/second grade split classes should be avoided.

2. Every effort will be made not to exceed twenty-three (23) students in split-grade classes.

3. If a split-grade class is anticipated for the following school year, the teachers of the current grade, the next grade, the Intervention Specialist, and the principal (assignment team) will meet to recommend class assignments for the split class and regular classes at that grade level. If student enrollments require a change in class configurations prior to the start of the school year, every effort will be made to reconvene the above-mentioned assignment team for class placement decisions.

4. Notification of teaching assignment of a split-grade class should be made as early as possible prior to the beginning of the new school year.

5. Sixty (60) minutes of daily assistance for elementary split-grades shall be provided.

E. A part-time teacher shall refer to an elementary teacher whose responsibilities are less than the standard teacher's work load as defined in Section 5.01.

1. An elementary part-time teacher's salary and planning time is determined by time, not by classes taught. A part-time teacher can be .25, .50 (half-time), or any amount of time greater than half-time. A .25 part-time teacher works 1.875 hours per day and receives 50 minutes of preparation time per week. A .50 part-time teacher works 3.75 hours per day and receives 100 minutes of preparation time per week. Any teacher who works more than half-time per day shall have his/her percentage of the salary determined by time worked, and for every hour worked per week s/he shall receive 5.3 minutes of preparation time per week.

2. A part-time teacher's schedule shall be continuous.

3. A part-time teacher shall not be required to attend meetings which are not adjacent to his/her assigned contract time, except as requested by the principal on one single special occasion.

5.02 Middle School Teacher's Work Load

A. The middle school teacher's continuous work day shall not exceed seven and one-half (7-1/2) hours (including lunch) within the hours of 8:00 a.m. and 4:00 p.m. Assignment of teachers to classes beginning before 8:00 a.m. and ending after 4:00 p.m. will be voluntary. A teacher's normal work day shall begin no fewer than fifteen (15) minutes before his/her first student contact assigned responsibility nor end fewer than fifteen (15) minutes after the end of his/her last assigned student contact responsibility. There may be circumstances, due to scheduling, where the principal has the right to assign when the teacher's seven and one-half (7-1/2) hour day shall begin and end; however, no teacher may be assigned a starting and ending time two years in a row. The teacher shall establish his/her daily time schedule pattern by the end of the previous year. This daily schedule pattern may be changed in consultation with the principal. The daily schedule may be occasionally altered by notifying the principal. A teacher may request to be excused early by the building principal.

B. Based on a nine (9)-period day of forty-six (46) minutes per period, the full-time middle school teacher's weekly student contact time will not exceed 1380 minutes. Of that time, a maximum of 1150 minutes shall be academic student contact time. A total of no more than five (5) minutes may be added to daily contact time to provide time for announcements. The teacher will have at least a forty-six (46)-minute uninterrupted lunch, a forty-six (46)-minute uninterrupted individual planning time during the student day and a forty-six (46)-minute uninterrupted team planning time. A teacher may choose to teach a sixth class instead of a duty by volunteering in writing.

1. No teacher should be required to teach more than 184 minutes of continuous student contact time. A teacher's lunch period should be scheduled during student lunch periods. If this is not possible because of scheduling problems, a teacher may volunteer to accept this schedule. If there are no volunteers, no one shall be assigned this schedule two (2) years in a row.

2. Unless requested by the regular education teacher in writing, the standard number of daily teaching preparations shall not exceed three (3). The number of daily preparations in music, cultural arts, exploratory*, and physical education courses cannot be as specifically determined, but no **more** than four (4) preparations shall be assigned the teachers who teach a majority of their classes in these areas.

a. Preparations shall be counted only for regular class assignments which are different in nature from class to class based on officially adopted courses of study. Performing music preparations would be as follows:

1) Performing Band 6;
2) Performing Band 7;
3) Performing Band 8
4) Orchestra 6;
5) Orchestra 7;
6) Orchestra 8
7) Choir 6;
8) Choir 7
9) Choir 8

b. *At the present time, the exploratory courses include: art, computer and health.

C. Every effort will be made to maintain in a non-teaching duty assignment a teacher/student ratio not to exceed thirty (30) students per teacher.

D. Team leaders in each area should be determined through consultation among members of the team and the principal with the final determination made by the principal. The team leader will be assigned to cafeteria or study hall duty unless the team requests otherwise.

E. A part-time teacher shall refer to a teacher whose middle school responsibilities are less than the standard teacher's work load as defined in Section 5.02.

1. A part-time teacher's work load may be one of the following:

33% two (2) classes per day not to exceed ninety-two (92) minutes; 30 minutes preparation each day

50% three (3) classes per day not to exceed one hundred thirty-eight (138) minutes; one (1) preparation period each day

67% four (4) classes per day not to exceed one hundred eighty-four (184) minutes; sixty-nine (69) minutes of lunch/preparation each day

2. A part-time teacher's schedule shall be continuous.

3. A part-time teacher shall not be required to attend meetings which are not adjacent to his/her assigned contact time, except as requested by the principal on one single special occasion.

5.03 High School Teacher's Work Load

A. The high school teacher's continuous work day shall not exceed seven and one-half (7-1/2) hours (including lunch) within the hours of 7:30 a.m. and 4:30 p.m. Assignment of teachers to classes beginning before 8:00 a.m. and ending after 4:00 p.m. will be voluntary. Every effort will be made to accommodate the teacher's request to have either a first or last period planning period. The teacher shall establish his/her daily time schedule pattern by the end of the previous school year. This daily schedule pattern may be changed in consultation with the principal. The daily schedule may be occasionally altered by notifying the principal. Each teacher will have an uninterrupted lunch period of at least forty (40) minutes (exclusive of passing time) that occurs during student lunch periods. Lunch outside the normal student lunch periods shall be voluntary. A teacher's normal work day shall begin no fewer than fifteen (15) minutes before his/her first assigned student contact responsibility nor end fewer than fifteen (15) minutes after the end of his/her last assigned student contact responsibility. Student assistance and participation in case conferences are an inseparable part of every teaching assignment. All efforts will be made to inform a teacher well in advance of the times and dates of these meetings. A teacher is expected to make every effort to meet the needs of students/parents. A teacher may request to be excused early by the building principal. It may be necessary for a teacher to adjust his/her daily schedule in order to attend staff and department meetings.

B. Based on a forty (40) minute period (class), the full-time teacher's daily contact time with students shall be two hundred forty (240) minutes. These minutes may be either two hundred (200) minutes of daily instructional time plus one (1) daily forty (40) minute period of non-instructional contact time (duty) or two hundred forty (240) minutes of daily instructional time.

1. In addition, both of those configurations (200 minutes or 240 minutes of daily instructional time) shall have a fifteen (15) minute homeroom or duty in lieu of homeroom.

2. Regardless of configuration, the teacher's total contact time shall not exceed twelve hundred seventy-five (1275) minutes per week.

3. In assigning the two hundred (200) minutes of daily instructional time/forty (40) minutes of daily non-instructional time schedule, priority shall be given to teachers whose courses of study indicate that composition is an integral part of that class and who teach at least two (2) of those classes (which include but are not limited to Advanced Placement American History, Advanced Placement Art History, Advanced Placement European History, Advanced Placement English 11, Advanced Placement English 12, Advanced English 9, 10, 11, Regular English 9, 10, and 11, Senior Composition, Creative Writing, English Literature and survey of English Literature).

a. Although scheduling priority is given to each teacher who meets the above specifications, each school year at least four (4) teachers who meet the specifications above shall be assigned a schedule of two hundred (200) minutes of daily instructional time and forty (40) minutes of daily non-instructional time (duty).

b. The two hundred (200) minutes of daily instructional time/forty (40) minutes of daily non-instructional time schedule shall be equitably rotated among those eligible and shall be determined collaboratively by the assistant principal and the department facilitator(s) on a yearly basis.

4. No teacher should be required to teach more than three (3) daily classes in a row.

a. Teaching four (4) classes in a row should be voluntary.

b. If there are no volunteers, every effort shall be made not to assign this schedule two (2) years in a row.

5. The total minutes of contact time in all of the options explained above shall be exclusive of any passing time that occurs whether at the beginning, end or the middle of the period.

6. Working through all student lunch hours shall be voluntary.

C. The standard number of daily preparations shall not exceed three (3). Exception to this guideline may be in the elective areas where the number of daily preparations shall not exceed four (4). Examples of elective areas where four (4) preparations might be assigned are music, art, family and consumer science and in departments where semester electives cause single session assignments.

D. A part-time teacher shall refer to a high school teacher whose responsibilities are less than the standard teacher's work load as defined in Section 5.03.

1. A part-time teacher's work load may be one of the following:

33% two (2) classes per day and twenty-six (26) minutes preparation each day

50% three (3) classes per day and one (1) forty (40) minute preparation period each day

67% four (4) classes per day and fifty-three (53) minutes of lunch/preparation periods each day
In the case of teachers whose classes include labs, the sixty-seven percent (67%) teacher will be responsible for up to twenty (20) student contact periods per week.

2. A part-time teacher shall not be required to attend meetings which are not adjacent to his/her assigned contact time, except as requested by the principal on one single special occasion.

3. A part-time teacher's schedule shall be continuous.

4. It is the administration's desire to avoid assigning part-time teachers more than two (2) preparations unless other alternatives are not possible.

5.04 Intervention Specialist's Work Load

A. The Board will abide by the state regulations regarding case load for special education students.

B. High School Intervention Specialists with more than three (3) preparations who are required to follow the same courses of study with their students as those used in regular education sections shall be exempt from a duty.

C. Since teachers of special education must plan lessons based on each student's Individual Education Plan (IEP), the number of teaching preparations will vary.

D. For the purposes of this section only, Intervention Specialists are defined as: intervention specialists who work in self-contained classrooms; intervention specialists who work in an inclusive setting; and speech and language pathologists. In order to develop/refine IEPs and/or conduct IEP conferences, each Intervention Specialist will receive one (1) day of release time if s/he has eight (8) or fewer students on her/his roster, two (2) days of release time if s/he has nine (9) to sixteen (16) on her/his roster, and three (3) days of release time if s/he has seventeen (17) to twenty-four (24) students on her/his roster. Speech and language pathologists who do not require a substitute shall only be eligible for the instructional materials allowance.

1. The date for this released time is at the teacher's discretion.

2. Each intervention specialist must inform his/her immediate supervisor by October 15th using the Appendix A form as to whether or not s/he will be taking the released day or purchasing instructional materials.

3. The intervention specialist could elect not to use these days for IEP preparation/conferences. If that is the case, the intervention specialist will be able to purchase instructional materials equal to the cost of a substitute(s) for these day(s). In order to be eligible for reimbursement, all receipts must be turned in by April 1st. Any receipts submitted after April 1st shall not be reimbursed. For those intervention specialists entitled to released time, the combination of released time and instructional materials allowance is not permitted.

4. Each intervention specialist who plans on using the day(s) of released time shall submit Appendix Z to the Department of Human Resources at least two (2) weeks prior to the date of this released day. Additionally, it is the intervention specialist's responsibility to notify the building principal and the substitute service so that arrangements can be made for a substitute.

5. If the intervention specialist is using these released days, that teacher is required to remain in the District for the purpose of developing IEP's, and/or conducting IEP conferences.

E. One (1) day of released time shall be granted to intervention specialists who have three (3) or more alternatively assessed students. Each intervention specialist who plans on using the day of released time shall submit Appendix Z to the Department of Human Resources at least two (2) weeks prior to the date of this released day. Additionally, it is the intervention specialist's responsibility to notify the building principal and the substitute service so that arrangements can be made for a substitute.

F. An Intervention Specialist in need of a period of relief for data collection purposes may request this directly from his/her building principal. Such a request will not be unreasonably refused.

G. IEP team members should have data into the IEP system 48 hours prior to the draft being sent to a parent. The draft IEP may be sent to the parent before all components have been completed.

5.05 Class Size and Composition

All parties are equally committed to providing the appropriate education for all students (general education, gifted and talented, English language learners, students with disabilities, etc).

A. Every effort shall be made to maintain class sizes of thirty (30) or fewer students excluding physical education (all levels), art (all levels), performing music (all levels), learning resource centers (all levels), music (elementary), and study halls (middle school). If the number of students in individual classes is in excess of the above limits, the principal and the teacher(s) involved will consider ways to remedy the situation.

B. All reasonable efforts will be made by the appropriate administrator to more equitably distribute students across the schedule in order to establish balanced class compositions.

C. If a teacher feels their classroom composition is unbalanced in regards to student educational needs, that teacher should discuss this situation with the principal in order to equitably assign or reassign these students. Another possible solution would be through the use of a paraprofessional. If a reasonable solution cannot be agreed upon, the appropriate district-level administrator shall be contacted.

5.06 Meetings

A. Within the day, the teacher may also be called upon to attend meetings within the building or school District.

B. The administration reserves the right to call no more than nine (9) meetings per school year. These meetings may be full-staff meetings, smaller grade level meetings, or professional development meetings; however, no meeting shall exceed one (1) hour in duration. This restriction shall not apply to TBT, BLT IEP, ETR, 504, or data collection/review meetings. There shall be no more than four data collection/review meetings per year per grade level. As much advance notice as possible shall be given for all meetings. Emergency building meetings may also be called without advance notice and may exceed one (1) hour in duration, but shall be kept to a minimum On full-staff building meeting days, flex time shall be suspended.

C. For IEP, ETR, 504 or non-emergency meetings scheduled by or with the approval of the Administration that go beyond or occur after 4:00 pm (in the case of flex time, after the scheduled work day), bargaining members shall be compensated at the hourly rate of .0014 of the BA base beginning at the end of the work day. (See Appendix PP)

5.07 Evening and Weekend Activities

Each teacher shall be required to attend one (1) school-sponsored evening activity per year. This school-sponsored evening activity shall be an Open House or a Curriculum Night. If any teacher volunteers to attend an additional evening or weekend activity the teacher shall be compensated by an equivalent amount of release time. The release time date/time must be agreed upon by the teacher and the building administrator; however, the release time must be taken within thirty (30) working days of the evening activity. Evening music performances do not count as evening activities for music teachers.

5.08 Committees and Other Activities

A. A teacher may be asked to serve on a committee. Membership on system-wide committees will be voluntary if proper representation of teachers can be obtained. If proper representation cannot be obtained in that manner, the administration reserves the right to assign teachers to these committees. Consideration will be given to teachers who ask to be excused.

B. Inherent in and an inseparable part of every teaching assignment are such administrative, supervisory, monitoring and guidance functions without which the learning process cannot proceed efficiently. In addition, duties, co-curricular activities, extra-curricular activities, participation in faculty study groups, special committees and staff development conferences should be an accepted part of a teacher's responsibility. Participation in the above activities will be based on the teacher's voluntary preferences.

5.09 Availability of Copiers

Every effort shall be made to ensure that copy machine down-time does not exceed one (1) work day.

5.10 Parent/Teacher Conferences

A. Elementary Conferences

1. At the elementary level, parent/teacher conferences shall be held on Wednesday, Thursday, and Friday of the same week, and on these parent/teacher conference days, flex time shall be suspended. Although a teacher may choose to meet with parents outside of the hours listed below, each teacher is required to be in his/her building and available during the hours listed below.

   a. On Wednesday, the conferences shall begin at 4:00 p.m. and the last conference shall end at 8:00 p.m.

   b. On Thursday, the conferences shall begin at 12:30 p.m. and the last conference shall end at 8:00 p.m. The 45-minute dinner break must be finished by 5:00 p.m. in order to allow for more evening hours. Each building may choose to schedule this dinner break at the same time, or each teacher may schedule his/her own dinner break.

   c. On Friday, the conferences shall begin at 8:20 a.m. and the last conference shall end at 10:50 a.m. The teacher education in-service shall be from 12:30 p.m. until 3:30 p.m.

2. Generally, conferences will be scheduled for twenty (20) minute intervals. However, an individual teacher may schedule conferences for thirty (30) minute intervals.

   a. Back-to-back conferences may be scheduled if needed for an individual conference or if requested by a parent.

   b. If back-to-back conferences are scheduled, such scheduling shall be done in twenty (20) minute blocks if the conferences were scheduled for twenty (20) minute intervals or in thirty (30) minute blocks if conferences were scheduled for thirty (30) minute intervals.

3. Traveling and part-time teachers will be responsible for an appropriate proportion of time.

4. The total time of the parent/teacher conferences shall constitute one (1) school calendar day; therefore, no school shall be scheduled on the Wednesday before Thanksgiving.

B. Middle School Conferences

At the middle school level, parent/teacher conferences shall be held on Wednesday, Thursday, and Friday of the same week, and on these parent/teacher conference days, flex time shall be suspended. On Wednesday evening, there shall be parent/teacher conferences which shall begin after the regular school day. On Thursday, there shall be an adjusted seven and one-half (7-1/2) hour schedule so that parent/teacher conferences can be held during that entire day. On Friday, the morning shall be used for parent/teacher conferences; the remaining part of Friday shall be used for teacher education activities. The total amount of time for parent/teacher conferences on Wednesday evening and Friday morning combined shall not exceed six and one-half (6-1/2) hours. Traveling and part-time teachers will be responsible for an appropriate proportion of time. The total time of the parent/teacher conferences shall constitute one (1) school calendar day; therefore, no school shall be scheduled on the Wednesday before Thanksgiving.

C. High School Conferences

At the high school level, parent/teacher conferences, not to exceed a total of six and one-half (6-1/2) hours, shall be held on two (2) separate evenings. These evenings shall be separated by approximately one (1) week and shall not be held on the same day of the week. Traveling and part-time teachers will be responsible for an appropriate proportion of time. The total time of the parent/teacher conferences shall constitute one (1) school calendar day; therefore, no school shall be scheduled on the Wednesday before Thanksgiving.

1. The High School Council will determine the evenings of parent/teacher conferences and will also work out the details of the conferences. Any teacher who wishes to be involved in this process is welcome to join the High School Council in its planning.

2. Six and one-half (6-1/2) hours shall be scheduled for parent/teacher conferences. In addition to this six and one-half (6-1/2) hours of scheduled parent/teacher conferences, a teacher may schedule breaks at his/her discretion. If a break is scheduled before or after the conferences, the teacher is not required to be in the building.

3. The parent/teacher conferences will be evaluated at their conclusion. The High School Council will conduct the evaluation.

4. The parent/teacher conferences shall be scheduled; however, no teacher will be involved in the scheduling of these conferences.

5. No teacher will be responsible for any of the clerical duties (e.g., phone calls, written communications, etc.) associated with parent/teacher conferences.

6. There will be no prescribed format for the parent/teacher conferences. Each teacher may choose his/her own format.

7. Additional High School Parent/Teacher Conference Times

a. When a teacher is unable to complete more than three (3) of the requested parent/teacher conferences within the six and one-half (6-1/2) allotted hours, the teacher shall use one or a combination of the following options to conduct the additional conferences:

1). The teacher may use the planning/conference time within the teacher work day to conduct these conferences.

2). The teacher may extend the regularly scheduled parent/teacher conference evening and shall receive compensation at the rate of .001 of the BA-0 base salary per hour.

3). The teacher may conduct the additionally needed conferences on another conference evening to be designated by the High School Council and shall receive compensation at the rate of .001 of the BA-0 base salary per hour.

b. Conferences are of ten-minute duration. When using option 2) and/or 3) above, four or more conferences will be compensated at a minimum of one (1) hour or the actual time worked, not to exceed a total of three and one-half (3-1/2) hours.

5.11 Mandated Testing

A. Whenever there is mandatory testing, creative scheduling (e.g., reordering periods, students not reporting at the same time, etc.) shall be considered as appropriate in order to provide the contractual preparation time to each teacher and to stress the importance of testing to students.

B. Even through creative scheduling, if a teacher does not receive a preparation period because of the testing schedule, at the teacher's discretion, s/he shall receive compensatory time (the date and time approved by the principal) or shall be reimbursed using the period substitution rate found in Section 8.02 of the Agreement.

C. During testing times other than student individual diagnostic testing, the building/District administrators shall be sensitive to the challenges inherent in testing, and may reduce or eliminate District/building meetings for those teachers involved in testing.

D. When teachers of grades kindergarten, first, second, and third are administering or scoring state or federally-mandated diagnostic tests, Title staff or substitute teachers shall be provided for each teacher's regular classroom assignment.

5.12 Traveling Teacher (within the Lakewood City School District)

A. A teacher who travels from one building to another shall be given a minimum of twenty (20) minutes travel time per trip. The twenty (20) minutes shall come from the total student contact time of the traveling teacher.

B. A traveling teacher shall be guaranteed a minimum of an uninterrupted forty (40) minute lunch period. The traveling teacher's lunch period shall not begin before 10:30 a.m. nor extend beyond 2:00 p.m.

C. If a teacher is assigned to travel adjacent to his/her lunch period, the Board will reimburse said teacher $200 per year in the first paycheck in June in addition to the mileage allowance (see Appendix R).

D. Travel time for teachers traveling to and from a middle school will not be included in the teacher's student contact time. These teachers will receive $600 per year in the first paycheck in June (see Appendix R). Said traveling teacher does not qualify for the benefits described in Section 5.12C. This provision supersedes Section 5.12A.

E. The traveling teacher shall not be required to attend more than a total of three (3) school-sponsored evening activities.

F. Each traveling teacher shall be informed which building will be used for dissemination of District information, including but not limited to payroll information, at the beginning of each school year.

G. If a staff member cannot drive due to a short term medical illness (normally within sixty [60] working days) but can perform his/her duties, the district will provide transportation between district-assigned facilities in lieu of the stipend and/or mileage reimbursement during that time period. It is the staff member's responsibility to get to and from work. The Superintendent and the Association President will make the final decision as to the eligibility of the staff member.

5.13 Journeying Teacher (assigned both within the Lakewood City School District and outside the Lakewood City School District)

A. Any journeying teacher who is assigned both to the Lakewood City School District and to another school district(s) is a member of the Lakewood Teachers Association bargaining unit and shall be afforded all protections accorded by the Agreement between the Association and the Board including, but not limited to, salary, benefits, leaves, appraisal procedure, grievance procedure, and length of school year.

B. Journeying teacher mileage shall be reimbursed at the IRS rate in effect at the beginning of the school year. Each journeying teacher shall submit his/her mileage to the Board on a monthly basis.

C. Each journeying teacher shall be guaranteed a minimum of an uninterrupted forty (40) minute lunch period. The journeying teacher's lunch period shall not begin before 10:30 a.m. nor extend beyond 2:00 p.m.

D. Each journeying teacher's student contact time shall not exceed 315 minutes per day.

E. A journeying teacher who travels from one building to another within the Lakewood City School District shall be given a minimum of twenty (20) minutes travel time per trip. This twenty (20) minutes shall be considered to be student contact time for the journeying teacher.

F. For travel from a building in the Lakewood City School District to a building in an "outside" school district, for travel from a building in an "outside" school district to a building in the Lakewood City School District, for travel from one building in an "outside" school district to a building in a different "outside" school district, or for travel from one building in an "outside" school district to another building in the same "outside" school district, the journeying teacher shall be given twenty (20) minutes plus two minutes per mile. If either the administration or the Association finds this mileage formula to be unfair, the parties agree to renegotiate it. This travel time shall be considered student contact time for the journeying teacher.

G. The journeying teacher shall not be required to attend more than one school sponsored evening activities each school year.

H. The journeying teacher shall follow the calendar of the Lakewood City School District.

I. If the journeying teacher is being appraised, the evaluator must be an administrator in one of the Lakewood school buildings to which the journeying teacher is assigned and the appraisal procedures in Article 4 of the Agreement must be followed.

J. If the journeying teacher is filing a grievance, appealing an appraisal, or being subject to progressive discipline, these matters will be handled by a Lakewood City School District administrator.

K. If a staff member cannot drive due to a short term medical illness (normally within sixty [60] working days) but can perform his/her duties, the district will provide transportation between district-assigned facilities in lieu of the stipend and/or mileage reimbursement during that time period. It is the staff member's responsibility to get to and from work. The Superintendent and the Association President will make the final decision as to the eligibility of the staff member.

5.14 Teacher Assigned Outside the Lakewood City School District

A. Any teacher who is assigned outside of the Lakewood City School District is a member of the Lakewood Teachers Association bargaining unit and shall be afforded all protections accorded by the Agreement between the Association and the Board including, but not limited to, salary, benefits, leaves, appraisal procedure, grievance procedure, work load provisions of the level taught and length of school year.

B. The teacher will follow the calendar of the school system to which s/he is assigned. The teacher will receive compensation for any days required by the assignment in excess of the Lakewood City School District's contractual year of 184 days at his/her per diem rate.

C. If the teacher is being appraised, the evaluator may be either the building principal or designee of the school system to which s/he is assigned, or an administrator from the Lakewood City School District. In any event, the appraisal procedures found in Article 4 of the Agreement shall be followed.

D. If the teacher is filing a grievance, appealing an appraisal or being subject to progressive discipline, these matters will be handled either by the Lakewood City School District's administrators or by administrators of the school district to which the teacher is assigned. In every case, the relevant procedures in this Agreement shall be followed.

E. If a staff member cannot drive due to a short term medical illness (normally within sixty [60] working days) but can perform his/her duties, the district will provide transportation between district-assigned facilities in lieu of the stipend and/or mileage reimbursement during that time period. It is the staff member's responsibility to get to and from work. The Superintendent and the Association President will make the final decision as to the eligibility of the staff member.

5.15 Deviation from Contractually Agreed Upon Work Load

A. If a teacher volunteers for responsibilities/scheduling that vary from those mandated in Article 5 of the Agreement, s/he shall complete the form entitled Notification of Deviation from Contractually Agreed Upon Work Load (Appendix JJ, or "Deviation Form"), obtain the appropriate administrator's

signature, and forward copies to the Association President, the Director of Human Resources and the building principal. Volunteering for responsibilities/schedule not mandated in Article 5 as set forth on the Appendix JJ form will not set a precedent for any future bargaining unit member.

B. The Association President/designee and the Superintendent/designee shall review each Deviation Form to determine if the use of said form is appropriate. If the Deviation Form did not have to be completed, it shall be sent back to the teacher and the building administrator. If there is any question as to whether or not the Deviation Form was needed, "not precedent setting" shall be written on the form.

C. When any master schedule for a building is being created, there shall be no assumption by the schedule creator that any teacher will complete the Deviation Form.

D. Before any Deviation Forms are distributed, the Association President/designee and the Superintendent/designee shall review all of the District's staffing needs for the following school year. If, after that meeting, it appears that in order to best meet the District's staffing needs the following school year a teacher(s) would have to volunteer to teach an additional class and complete a Deviation Form, the Association President/designee shall contact each potentially affected teacher to discuss the District staffing situation. After those contacts have been made, the Association President/designee and the Superintendent/designee shall meet again to discuss District staffing for the following school year and shall additionally discuss whether or not a Deviation Form(s) needs to be completed regarding a teacher(s) volunteering to teach an additional class.

5.16 Equity

A. If against his/her wishes a teacher's work load becomes unfair, detrimental to the teaching/learning process, inappropriate to the physical facilities, or hazardous to students or teacher, s/he may grieve the complaint through the second level of the grievance procedure. This in no way abrogates the right to file grievances under other sections of this Article.

B. If a teacher feels s/he is being pressured to attend an excessive number of evening activities, s/he should discuss the situation with the Assistant Superintendent.

5.17 Collaboration Time

A. In order that teachers may collaborate with their colleagues, creative building schedules are encouraged.

B. At the elementary level, non-student contact time at the beginning and at the end of the day may be combined so that there is a larger, consecutive amount of time for collaboration at either the beginning or at the end of the day. On days when the schedule is arranged in such fashion, flex time as discussed in Section 5.01A cannot be taken.

1. This type of schedule can only be implemented if seventy-five percent (75%) of the building teachers are in agreement with it.

2. If this type of schedule is adopted, on the days when it is implemented the requirement of the teacher's work day beginning no fewer than fifteen (15) minutes before the first assigned student contact responsibility, and the requirement of the teacher's work day not ending until fifteen (15) minutes after his/her last student contact responsibility are waived without the teacher having to complete Appendix JJ (Notification of Deviation from Contractually Agreed Upon Workload). No teacher may file a grievance that the fifteen (15) minute requirement in Section 5.01A was violated if this schedule is implemented with 75% of the building teachers in agreement to implement it.

C. At the elementary level, time banking may be an option at a building if seventy-five percent (75%) of the affected teachers are in agreement with it.

1. Time banking shall only be an option if there are arrangements for child care at the building on the student days(s) when the students do not have to arrive at school as early as they usually do, or when the students leave school at a time earlier than usual. The funding for child care shall be determined by the staff at the building; the District will assume no financial responsibility for the child care.

2. If time banking is implemented, the teacher's starting and ending time, the length of day, the requirement of the teacher's work day beginning no fewer than fifteen (15) minutes before the first assigned student contact responsibility, and the requirement of the teacher's work day not ending until fifteen (15) minutes after his/her last student contact responsibility are waived without the teacher having to complete Appendix JJ (Notification of Deviation from Contractually Agreed Upon Workload). No teacher may file a grievance that the length of day, the starting/ending time of the teacher day, or the fifteen (15) minute requirement in Section 5.01A was violated if this schedule was implemented with seventy-five percent (75%) of the building teachers in agreement to implement it.

5.18 Medical Procedures

No teacher, other than nurses, shall be required to perform any medical procedure (including but not limited to cleaning and bandaging cuts/abrasions, gastrostomy tube feedings, tracheostomy suctioning and catheterizations) on any student. No teacher shall be required to clean up body fluids of any student. The teacher will, however, make a reasonable attempt to assist the child in acquiring first aid or medical support from the school nurse or designee.

ARTICLE 6. SALARIES AND FRINGE BENEFITS

6.01 Salaries

The base salary shall be $37,831 on the accompanying salary schedule effective the 2014-2015 school year; $38,776 for the 2015-2016 school year; $39,745 for the 2016-2017 school year; and $40,739 for the 2017-2018 school year.

6.02 The Salary Schedule

A. The salary schedule shall apply to all regularly employed teachers under limited or continuing contracts with the Board. The schedule covers the approved minimum and maximum salary rates and increments.

1. A teacher newly hired to the District must receive credit for up to and including ten (10) years of previous teaching experience. A teacher newly hired into the District must also receive credit for at least five (5) years of prior military service. In instances where it becomes necessary to employ teachers with special certification/licensing, the District may grant credit for experience in excess of that listed above.

2. At the time of hiring, the Director of Human Resources will evaluate a teacher's transcripts. If a teacher has earned graduate hours after s/he received his/her teaching certificate/license, these hours will be held in escrow until, with these hours, the teacher reaches the next column on the salary schedule.

B. Increases in the teacher's annual salary are made when these levels are reached:

1. Bachelor's degree and 10 semester hours

2. Bachelor's degree and 20 semester hours or 150 semester hours Bachelor's degree

3. Bachelor's degree and 30 semester hours or 150 hours Bachelor's degree and 30 semester hours or Master's Degree

4. Master's degree and 10 semester hours

5. Master's degree and 20 semester hours

6. Master's degree and 30 semester hours

7. Master's degree and 50 semester hours

8. Doctorate (Doctorate degrees to which this provision applies shall be an Ed.D or Ph.D in Education, a Ph.D in the teacher's field of certification/licensure, or a Ph.D in a field clearly related to the teacher's field of certification/licensure.) When a doctorate degree is obtained, the teacher will receive .05 of the BA base salary above the scheduled amount.

9. Longevity

   a. Each teacher with twenty (20) through twenty-four (24) years of credited salary schedule experience shall receive an additional .015 of the BA base salary amount yearly.

   b. Each teacher with twenty-five (25) years through twenty-nine (29) years of credited salary schedule experience shall receive an additional .025 of the BA base salary amount yearly.

   c. Each teacher with thirty (30) years or more of credited salary schedule experience shall receive an additional .035 of the BA base salary amount yearly.

10. Increases are recommended to the Board twice during each school year -- at the beginning of the school year and at the beginning of the second semester. Increases shall be retroactive to the first day of the school year and the first day of the second semester. All retroactive salary shall be paid in a lump sum; the remainder of the money shall be evenly distributed over the remaining paychecks.

C. Trade and Industry Vocational Education teachers shall be placed on the salary schedule (initial employment) using the following:

1. Place the instructor at Step 0 in the BA column for a high school diploma and seven (7) years trade experience.

2. Give one step credit for each of seven (7) additional years of trade experience.

3. Give one step credit for each of five (5) years of military service.

4. Give one step credit for each year of Vocational Education teaching experience.

D. Increases in the Trade and Industry Vocational Education teachers' annual salary are made when these levels are reached:

BA + 10 - 10 semester hours of credit

BA + 20 column - 20 semester hours of credit and a provisional teaching certificate/license

BA + 30 column - 30 semester hours of credit

MA + 10 column - 40 semester hours of credit and a professional teaching certificate/license

MA + 20 column - 50 semester hours of credit

MA + 30 column - 60 semester hours of credit

MA + 50 column - Bachelor's degree

E. Transition in Salary Column Headings

1. No teacher's salary column placement shall be reduced from the salary column placement s/he had earned prior to January 15, 1997.

2. Any work taken after January 15, 1997 by a teacher without a Master's Degree who is on the BA + 30 column or above, will be held in escrow until the Master's Degree is completed. At the time the Master's Degree is completed, these hours shall be added to the teacher's Salary Adjustment for Academic Growth hours for salary schedule column movement.

3. Upon completion of salary adjustment for academic growth units resulting in column advancement, any resulting movement in step advancement will occur at the beginning of an academic school year and the step shall correspond to the years of teacher experience.

F. Summer School salaries will be paid on a .0007 index ratio per hour on the base salary (BA + 0) of the teachers' salary schedule. The base salary (BA + 0) to be used is that in effect as of June 1st of that calendar year.

G. Curriculum writing, outside the school day and beginning during the summer months, will be paid on a .0007 index ratio per hour on the base salary (BA + 0) of the teachers' salary schedule. The base salary (BA + 0) to be used is that in effect as of June 1st of that calendar year. Curriculum writing, outside the school day and beginning during the regular school year, will be paid on a .0007 index ratio per hour on the base salary (BA + 0) of the teachers' salary schedule.

H. Teachers who are instructors at the School of the Outdoors and stay overnight will be compensated at the rate of .002 of the base salary (BA + 0) per night of attendance.

I. After School Study Centers teachers will be paid on a .0007 index ratio per hour on the base salary (BA + 0) of the teachers' salary schedule

J. Teachers who monitor administrator-assigned detentions at the high school shall be paid on a .0007 index ratio per hour on the base salary (BA + 0) of the teachers' salary schedule.

K. The nurse liaison position shall be paid on a .02 index ratio per year on the base salary (BA + 0) of the teachers' salary schedule.

L. The salary schedule is in dollar amounts.

M. The salary index is in a ratio to BA + 0.

N. A vocational teacher may be directed by the vocational coordinator to work days beyond the teacher's regular school year. If this is the case, s/he shall be compensated for each day of this extended service at his/her per diem rate of the regular teacher's salary.

O. A teacher who teaches in the extended school year program (an extension of the school year for students who are disabled), shall be paid on a .0007 index ratio per hour on the base salary of the teacher's salary schedule. If the administration cannot fill certain special skills positions at the .0007 index ratio, the administration may employ individuals at the fair market rate.

1. All extended year positions shall first be offered to teachers.

2. If a teacher indicates that s/he does not want a position in the extended year program, the teacher does not have to be contacted again.

3. If a teacher indicates interest in the extended school year program, but requests compensation above the .0007 index ratio, that request will be noted. If the administration cannot find someone to fill extended school year positions at the .0007 index ratio, but finds someone who will do it at a rate lower than the rate the teacher requested, the administration may hire that non-bargaining unit member without recontacting the teacher. However, if the teacher and the non-bargaining unit member have requested the same amount of pay, the extended school year position shall be given to the teacher.

P. Salary Adjustment for Academic Growth Program

The Board has the legal authority to prescribe the conditions under which a teacher may advance to a higher salary level based on additional education and training. The Salary Adjustment for Academic Growth Program of the Lakewood City Schools, for salary purposes, provides the means and outlines the procedures whereby a teacher may pursue advanced professional education and experience with more choices of courses and other professional activities than are traditionally permitted in a university graduate program. The Salary Adjustment for Academic Growth Program is defined as any course, experience, or activity that improves the education of the students of the Lakewood City Schools by improving the instructional ability of the teachers.

1. Credit Values

a. College and university courses taken to earn the Salary Adjustment for Academic Growth credits, if approved, will be credited at the listed semester hours awarded by the educational institution where earned. All other professional activities will be rated in semester hour equivalents, with three (3) CEUs or one semester hour of Salary Adjustment for Academic Growth credit equal to thirty (30) clock hours of study and/or work.

b. Salary Adjustment for Academic Growth refers to courses, activities or experiences that are specifically related to a teacher's present teaching assignment that improve the teaching/learning environment or coursework required for an administrative certificate/license started after July 31, 2002. Examples of such courses, activities or experiences that shall be accepted without pre-approval are:

- student teaching supervision
- graduate level courses directly or indirectly related to the teaching assignment
- educational counseling courses
- psychology courses
- teaching technique courses
- reading methods courses
- school law courses
- educational research courses, workshops
- classroom management courses, workshops
- special education or attention deficit courses, workshops
- gifted coursework
- supervision courses
- administrative practicum
- school finance
- pupil personnel administration
- collective bargaining

- buildings and grounds
- specific content area classes

2. Approval Procedures

a. Teacher's Responsibility: The teacher assumes primary responsibility for determining the significance and the rate of his/her Salary Adjustment for Academic Growth. Pre-approval by the Salary Adjustment for Academic Growth Committee of courses or activities will be necessary in all cases except for accredited college or university sponsored graduate level course work and supervision of student teachers. Undergraduate courses related to the teaching assignment subject to limitations as specified in Section 6.02Q4d(1) (c) shall be approved. The teacher initiates the approval procedure by forwarding a pre-approval application (see Appendix LL) or Salary Adjustment for Academic Growth application form (see Appendix MM) to the Director of Human Resources.

b. Salary Adjustment for Academic Growth Committee:

1) The representative committee of teachers and administrators reviews all Salary Adjustment for Academic Growth credit applications. The committee makes recommendations which will: (1) assure consistency in the program; (2) uphold the rights of the teacher; and (3) assure that those courses are approved which will enhance the educational program of the schools and the teacher's role in that program. The committee will recommend, or not recommend, approval of each application and forward it to the Superintendent. The committee will develop standards or criteria to evaluate Salary Adjustment for Academic Growth opportunities or coursework as well as a list of approved institutions from which non-traditional coursework would be acceptable with pre-approval. The committee will also develop methods of communication in order to make teachers aware of the non-traditional Salary Adjustment for Academic Growth opportunities as outlined in Article 6. Teachers, through their principals, may submit applications at any time and may appear before the committee on any business related to the committee's functions and responsibilities.

2) The committee will meet to make final approval for Salary Adjustment for Academic Growth twice a year within two weeks of the September 15th and January 15th deadlines. In addition the committee will meet as needed during the school year to decide on pre-approval applications. The

committee is not obligated to meet during the summer weeks to consider pre-approval applications or other Salary Adjustment for Academic Growth matters.

3) Membership on the committee is made up of one representative from each of the following levels: primary, upper elementary, middle, high, a representative from the Association, and a corresponding number of representatives from the administrative team. The administrative members are appointed by the Superintendent. The teacher members are appointed by the Association President. All members will serve a two-year term.

4) The Superintendent/designee will review each application for Salary Adjustment for Academic Growth credit and will approve or not approve.

3. Salary Credit:

a. One copy of the approved Salary Adjustment for Academic Growth application is kept on file by the Salary Adjustment for Academic Growth Committee. The other copy is returned to the teacher. When the teacher submits evidence that an approved course or activity is successfully completed, the Department of Human Resources is informed and proper notation is made on the teacher's personnel records. When the teacher compiles enough Salary Adjustment for Academic Growth credits to advance to another salary schedule column, an increase will be recommended at the beginning of the school year and at the beginning of the second semester.

b. To qualify for advanced salary credit effective at the beginning of a school year a teacher shall file by September 15th with the Board satisfactory evidence (transcripts or grade slips) of the completion of such additional training. To qualify for advanced salary credit at the beginning of the second semester, evidence of completion shall be submitted by January 15th. Upon completion of a Master's degree, an official transcript is required in order to receive advanced salary credit.

c. Upon completion of Salary Adjustment for Academic Growth units resulting in column advancement, any resulting movement in step advancement will occur at the beginning of an academic school year and the step shall correspond to the years of teacher experience.

4. Professional Courses and Activities

a. A variety of professional courses and activities will be encouraged. Repetition of comparable courses and activities will not be recommended for approval unless the teacher shows that the course or activity is significantly different and/or contemporary. However, in some special disciplines a "refresher" course or activity might be necessary and credit may be granted. All "refresher" courses or activities must be submitted for pre-approval.

b. As of August 1, 2005, applications for credit for any salary adjustments completed since August 1, 2004 must be submitted in a timely manner.

c. Pre-approval is required for correspondence courses, home instruction, television or tape recorded courses, and video courses. Pre-approval is not required for online or distance learning coursework if sponsored by an accredited college or university.

d. The following are examples of courses and professional activities which will be credited to the Salary Adjustment for Academic Growth of a teacher when determined to be applicable.

1) Undergraduate and Graduate College and University Courses, Fellowships, Institutes, and Workshops:

a) At least three (3) semester hours of each salary schedule column shall be earned in courses offered by an accredited college or university.

b) If a refresher course/new course is needed, the committee will consider whether the course is appropriate for Salary Adjustment for Academic Growth.

c) Undergraduate university or college course work will only be accepted when the same course at the graduate level is not available at the same institution.

d) Community college course work is only acceptable if pre-approved.

2) Other Professional Activities:

Three semester hours of equivalent credit is the maximum to be earned in each column of the salary schedule for any one non-college activity.

a) Board sponsored courses or workshops.

b) Trade courses.

c) Major professional committee work not considered part of the teacher's professional responsibilities, for which the teacher is not compensated financially, and which produces a major, usable document such as a teachers' guide.

d) Voluntary work related to one's teaching assignment. All volunteer work must be pre-approved.

e) Supervision of practice teaching will be awarded two (2) semester hours credit. If a student teacher is assigned to more than one (1) teacher, each teacher will be awarded one (1) semester hour of credit. If a student teacher does not complete his/her assigned student teaching experience, the supervising teacher will be awarded semester hour credit that will be prorated, rounded off to the nearest tenth of a semester hour. Only a total of two (2) semester hours can be used for each salary schedule column and does not require pre-approval. However, if a teacher earns more than two (2) semester hours while on one (1) salary schedule column, any semester hours above the two (2) shall be held in the Human Resources Department and credited to another salary schedule column when the teacher moves to another salary schedule column.

f) "Weekend" or "one-or-two day" seminars or workshops may be approved for fractional credits to total no more than one semester hour thirty (30) clock hours of in-session participation) or equivalent credit in each salary schedule column if:

1) the content of the seminars or workshops is curriculum or student oriented and

2) the teacher prepares a significant written report for use by other teachers with ultimate value for students.

5. Board-Sponsored Courses

a. For College/University Credit

1) A course or activity that serves the particular needs of the Lakewood City Schools' educational program, and cannot be conveniently arranged on a local college or university campus, may be organized and sponsored by the Board for the staff and conducted in Board facilities by a staff member or a visiting instructor.

2) The course or subject desired by the teachers may be initiated by:

a) Teachers or administrators.
b) Department of Instruction, Elementary, Middle and High School.
c) Salary Adjustment for Academic Growth Committee.
d) DLT
e) LPDC

3) When a course is deemed advisable, a written statement should be sent to the Superintendent for consideration.

4) Such matters as outlining the subjects to be studied, securing a competent instructor, materials, credits to be earned, and financial considerations, are to be reviewed and approved by the Superintendent before it is announced that such a course can be sponsored by the Board.

5) Upon the satisfactory completion of any course sponsored by the Board, a teacher may apply for Salary Adjustment for Academic Growth credit.

6. Activities for Which Salary Adjustment for Academic Growth Will Not Be Granted

a. Salary Adjustment for Academic Growth will not be granted for a course, activity, or experience that is being paid for (totally or partially) by the Board and/or the Board is paying for a substitute while the teacher is attending the course, activity, or experience. (In some special cases, Salary Adjustment for Academic Growth may be granted by special pre-approval of the Superintendent/designee.) Credits earned while using a grant-in-

aid (see Section 6.02 Q) shall be excluded from the above limitation. If the Board provides full or partial subsidy for a course and the teacher opts (at his/her own expense) for follow-up coursework/activities that will give the teacher university/college credit but is an expansion of the first course (i.e., there is only one course number for the course and follow-up course/activity), no Salary Adjustment for Academic Growth will be given for the course or follow-up course activity.

b. Teachers are not eligible to earn units for time for which the District is already compensating them through either salary, stipend, and/or reimbursement.

Q. Salary Adjustment for Lakewood Academic Growth Units (LAGU) – (Board-Sponsored Courses)

1. Effective August 1, 2005, teachers may earn Lakewood Academic Growth Units (LAGUs)

2. Each LAGU is the equivalent of an accumulation of seventy-five (75) contact hours

3. A LAGU may only be earned for professional development offered by the District that is aligned with the District goals and/or state or federal mandates.

4. Each LAGU offering must be approved by the LPDC and the Superintendent.

5. Teachers are not eligible to earn LAGU credit for time for which the District is already compensating them through either salary, stipend, and/or reimbursement. However, if there is an overlap between the end of a teacher's contractual day and the beginning time of the course, the teacher is not considered to be on salary for the overlap time.

6. Each group of seventy-five (75) contact hours will add $300 to a teacher's salary and, once earned, the $300 will continue to be part of the teacher's annual salary.

7. A teacher may not earn more one (1) LAGU for each year of the contract.

8. Any course or subject desired by teachers to be offered for LAGU credit may be initiated by any teacher, any administrator, the Department of Teaching and Learning, any elementary school staff, and middle school staff, the high school staff, or DLT.

a. Application of course consideration must be sent to the LPDC.

b. Such matters as outlining the subject to be studied, securing a competent instructor, materials, credits to be earned, and financial considerations are to be reviewed by the LPDC. If the LPDC determines that such a course should be offered, its recommendation shall be sent to the Superintendent.

c. Said recommendation must be approved by the Superintendent before it is announced that such course will be sponsored by the Board for LAGU credit.

9. When a teacher has completed 75 contact hours of approved LAGU coursework, the teacher has qualified for LAGU salary adjustment. To qualify for LAGU salary adjustment effective at the beginning of a school year, by September 15th the teacher shall have submitted Appendix NN to the Human Resources Department certifying his/her completion of 75 contact hours. To qualify for salary adjustment effective at the beginning of the second semester, by January 15th the teacher must submit to the Human Resources Department Appendix NN certifying his/her completion of 75 contact hours. If Appendix NN is not submitted on a timely basis, the LAGU salary adjustment shall be retroactive to the date of eligibility.

10. LAGU salary adjustment shall be paid in essentially equal installments with each pay check. This salary adjustment shall not be paid as a lump sum.

11. When an LTA bargaining unit member teaches a course that has been approved for Lakewood Academic Growth Units (LAGUs) (even if that LTA bargaining unit member has taught that course for LAGU credit before), that LTA bargaining unit member shall, at his/her election, receive the amount of Lakewood Academic Growth Units that other participants in the course receive for taking the course or shall receive compensation for teaching that course. The teacher's compensation shall be .0007 of the BA base salary (BA+0) per hour.

R. A single course could be used either for college/university credit for Salary Adjustment for Academic Growth (P5, above) could be used for Salary Adjustment for Lakewood Academic Growth Units (Q, above), but cannot be used for both. Before a Board-offered course actually begins, the teacher shall declare if the course is to be used for Salary Adjustment for Academic Growth or for Salary Adjustment for Lakewood Academic Growth Units.

S. Grant-in-Aid

1. A certificated/licensed staff member at the Bachelor's degree plus 30 semester hour level, who holds a continuing contract and has earned five semester hours of approved graduate credit for university work during one or more summers, is entitled to a grant-in-aid of $500 to assist in tuition, transportation, and the additional expenses of living away from home ($300 if on-campus residence outside the Greater Cleveland area is not required). Such payment shall be made as a supplemental contract. No teacher shall be entitled to more than one grant-in-aid during a six-year block of time. Up to twenty-five percent (25%) of the BA plus 30 semester hours personnel holding continuing contracts may receive this aid in any one year. If more than twenty-five percent (25%) apply, eligibility will be determined by the dates on which the applications for approval are received by the Salary Adjustment for Academic Growth Committee.

2. Credits earned under the terms of this article shall be considered by the Salary Adjustment for Academic Growth Committee for salary credit according to the guidelines established by the committee.

3. Application for this grant-in-aid shall be made to the Superintendent within ninety (90) days following completion of the graduate work.

4. Teachers on professional leave with compensation shall not be eligible for this grant-in-aid.

6.03 Payroll Practices

A. Teachers will receive their payroll deposit every two weeks beginning with the legal and appropriate Friday in September of each year as determined by the Board Treasurer. When Friday falls on a holiday, deposits will be made on the day before the holiday. Direct deposit of pay to a compatible financial institution of the employee's choice shall be mandatory for all members of the bargaining unit.

B. Seasonal ECES positions will receive payment in one direct deposit in the first pay following conclusion of the activity. "Trainers" positions will be paid one-half (1/2) at the conclusion of fall sports and one-half (1/2) at the conclusion of winter sports. Year long activities such as Drama, Debate, Times, Cinema, and Band will be paid one-half (1/2) of their supplemental salary in the first pay in February and the second pay in June. Intramurals will receive payment in one direct deposit in the last pay in June of each year. In order for payment to be processed for any of the above positions, a statement from the principal that the responsibilities of the position are being performed or have been completed must be received in the Payroll Office.

C. Authorization for payroll deduction for dues will be limited to one organization recognized by the Board as representing the teachers, with one deduction per month for each 10 months, October through July, and each deduction shall not be less than $2.00. The Board Treasurer will deduct Association dues from the salaries of those teachers who authorize such deductions. Such dues deduction authorization shall continue until such time as the individual gives written notice to the Association to discontinue such deductions or employment with the Board terminates. Each teacher who leaves employment or takes a Board-approved unpaid leave will have his/her remaining dues deducted from his/her last payment. The time period for written notification for the discontinuance of dues deductions shall be between September 1st and September 15th. The list of continuing members and authorization forms for yearly members shall be forwarded by the Association to the Board Treasurer's office by October 1st of each year. Additional names shall be forwarded as soon as possible for members who join after October 1st. Dues deductions shall be made in accordance with Board policy and procedure. The Association President and the Association Treasurer shall be notified immediately in writing when any Association dues deduction is discontinued.

D. Payroll Deductions

Deductions shall be made in accordance with Board policy and procedure. However, these deductions shall be transferred to the appropriate company no later than the paydate. Deductions shall be made for the following:

1. Federal Income Tax
2. Ohio State Income Tax
3. Lakewood City Income Tax
4. State Teacher's Retirement System
5. U.S. Savings Bonds
6. Medical Insurance
7. Group Income Protection Insurance
8. United Way
9. Voluntary Political Contributions
10. Dental Insurance
11. Association Dues
12. Tax Sheltered Annuities*
13. Prescription Insurance
14. Vision Insurance
15. Purchase of STRS service credit (taxes deferred)
16. Ohio Tuition Authority
17. School District Income Tax, where applicable
18. Medicare

(*A list of tax-sheltered annuity companies will be available during office hours in the Board Treasurer's office. In order to assure that deductions shall be transferred to the appropriate annuity company no later than payday, checks mailed to the annuity companies will be post-dated. If these checks are

prematurely cashed, the Board will not be responsible for any over-draft, insufficient funds, or service charges related to that transaction. The matters concerning these transactions are the responsibility of the teacher/annuitant and the annuity company.)

E. Severance Pay Deferral Plan

1. Effective June 1, 2005, no further contributions shall be made to the Lakewood City School District 401(a) Severance Pay Deferral Plan for Bargaining Employees (the"401(a) Plan") that has previously been adopted by the Board using the "Bencor National Government Employees Retirement Plan". The Board may terminate the 401(a) Plan.

2. Effective June 1, 2005, notwithstanding anything in this Agreement or Board policy to the contrary, in accordance with the terms of this Agreement 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"), retiring teachers shall have the total amount that otherwise would be payable to them as severance pay under Section 6.05 and, payable to them if the Timely Retirement Incentive Plan is feasible under the Memorandum of Agreement (collectively referred to herein as "Severance Pay") 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"). For purposes of this Agreement, the arrangement is referred to as the "403(b) Plan". The provisions of this Agreement are effective for all employees whose retirement effective dates are on or after June 1, 2005.

3. The terms of the 403(b) Plan shall include the following:

   a. Participation in the 403(b) Plan shall be mandatory for any teacher who is entitled to Severance Pay.

   b. If a retiring teacher is a participant in the 403(b) Plan, in lieu of the teacher receiving a cash payment of Severance Pay, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the lesser of:

      i) The total amount of the Participant's Severance Pay, or

      ii) The maximum contribution amount allowable under the terms of the 403(b) Plan.

   c. The required contribution to the 403(b) Plan shall be made within the timeframe described in Section 6.05 regarding the payment of Severance Pay and/or within the timeframe described in the Memorandum of Agreement between the Board and the Association regarding Timely Retirement Incentive Plan pay.

d. To the extent that a teacher's Severance Pay exceeds the maximum amount allowable under the 403(b) Plan, the maximum amount per year shall be paid into the 403(b) Plan within the first fifteen (15) days of January in subsequent calendar years to a maximum amount of five (5) calendar years after the teacher's retirement year.

e. The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG VALIC that was originally to be used in conjunction with the adoption of the 403(b) Plan using the "Bencor" Plan document. Participants in the 403(b) Plan shall be required to complete AIG VALIC enrollment forms, and unless and until a teacher does so, no contribution of Severance Pay shall be made to the 403(b) Plan on behalf of the teacher. A successor company(ies) to AIG VALIC may be selected at any time by mutual agreement of the Board and the Association.

f. 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 nevertheless be paid to the 403(b) Plan and then be paid to a Beneficiary of the teacher in accordance with the terms of the 403(b) Plan.

g. The Plan Year of the 403(b) Plan shall be the calendar year.

h. After adoption of the 403(b) Plan, any administrative fees shall be borne by the 403(b) Plan Participants.

4. Any teacher who is entitled to severance pay and/or Timely Retirement Incentive Plan pay 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 6.05 and/or any Timely Retirement Incentive Plan pay in accordance with the Memorandum of Agreement between the Board and the Association. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section 403(b) (a "TSA") as permitted by law and Board policy.

5. 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/her sole discretion, determines is required by law. Neither the Board nor the Association guarantee any tax results associated with 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

F. Attendance Incentive

If a teacher does not use any sick leave (Section 8.05) and personal leave (Section 8.09) during a grading period, s/he shall receive One Hundred Twenty-Five Dollars ($125.00) to be paid within thirty (30) days after the end of the grading period. The use of Assault Leave (section 8.14) shall not affect this incentive.

6.04 Insurance Benefits

A. Insurance Committee

A long-range insurance committee shall be established. Membership may consist of equal representatives from the Association, Lakewood Leadership Team and proportional other representation from bargaining units. The Superintendent shall appoint the facilitator.

1. This committee's authority includes:

   a) Reviewing insurance costs

   b) Exploring program additions/modifications

   c) Having access to current insurance costs

   d) Recommending program modifications

   e) Initiating and overseeing

      1) Benefits education program

      2) Wellness education program

   f) Exploring the use of a consultant

   g) Providing timely information for the negotiations process

2. This committee shall meet at least quarterly with individual committee members having the authority to submit agenda items and call additional meetings.

B. General Insurance Information

1. The Board shall provide the Association with one (1) copy of each signed contract entered into between the Board and the insurance company(s)/administrator(s) which provide the benefit(s) specified in this section of the Agreement.

2. Should the Board change the insurance company(s)/administrator(s) that provides the benefit(s) specified in this section, the Board shall:

   a. Provide the Association with a copy of the proposed contract no fewer than thirty (30) calendar days prior to the implementation date of the new contract; and

   b. Provide the Association with a signed copy of the contract between the Board and the insurance company(s)/administrator(s) within twenty-four (24) hours of the implementation of the new insurance contract.

C. Enrollment Practices

1. For medical insurance an open enrollment period is held every fall. If a teacher does not enroll in the medical insurance plan at the time s/he is first eligible, a 90-day wait is required before coverage is effective the first of the month following the 90-day wait. Pre-existing condition exclusions apply.

2. If a teacher rejects the Kaiser option at the time s/he was first eligible, s/he may enroll only during the annual fall open-enrollment period. There shall be no pre-existing condition exclusion.

3. Teachers eligible to participate in or receive insurance coverage as defined in this agreement may choose between single (employee-only) coverage or family coverage for spouses, which includes coverage for eligible same-sex domestic partners and children defined by the plan. In order to be considered eligible same-sex partners, the employee and domestic partner must complete and submit documentation for that purpose to the Board.

4. If a teacher and/or his/her spouse and/or his/her dependent(s) involuntarily lose insurance coverage(s) from any other plan, that teacher and/or spouse and/or dependent(s) are automatically eligible to enroll in the Board's insurance coverage(s) with no pre-existing condition exclusions or waiting period. Notification of loss of insurance coverage(s) must be received by the Payroll Department within thirty (30) days of the loss of insurance coverage(s). If not received within this thirty (30) days, pre-existing conditions and waiting period will apply. Premium payments and insurance coverage(s) will begin the first of the month following notification or the first of the month following loss of insurance coverage(s), whichever is later. Written verification indicating date of loss of insurance coverage(s) from the previous employer is required.

5. For any insurance coverage, a teacher already enrolled in the plan may switch from single to family coverage or family to single due to changes in marital status and/or additions and deletions of family members. Any addition and/or deletions of family members must be received, in writing,

by the Payroll Department within forty-five (45) days of the event in order for there to be no waiting period and pre-existing conditions exclusion. After forty-five (45) days from the event the ninety (90) day waiting period and pre-existing conditions exclusion will apply.

6. If a teacher rejects the dental insurance at the time s/he was first eligible, s/he may enroll only during the annual fall open-enrollment period. No pre-existing condition exclusions apply.

7. If a teacher rejects the vision insurance coverage at the time s/he was first eligible, s/he can enroll only during the annual fall open-enrollment period. No pre-existing condition exclusions apply.

8. If a teacher rejects the prescription insurance coverage at the time s/he was first eligible, a 90-day wait is required before coverage is effective the first of the month following the 90-day wait. There is an open-enrollment period every fall. Enrollment during this period will become effective October 1st that year. Pre-existing condition exclusions apply.

9. Any new teacher shall be eligible for all insurances on the first of the month immediately following when s/he entered active pay status.

10. Spousal Insurance

This section applies to any teacher hired beginning with 2005-2006 school year through December 31, 2014. Effective January 1, 2015, this section will apply to all teachers employed by the Lakewood City Schools.

a. If a teacher's spouse is eligible to participate (as a current employee or retiree) in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer-(or public retirement plan) sponsored group insurance coverage(s). The spouse may enroll in single employer-sponsored group insurance coverage(s); the spouse is not required to enroll in family coverage.

b. This requirement does not apply to any spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

c. Upon the spouse's enrollment in any such employer-sponsored group insurance coverage, that coverage will become the primary payer of the spouse's benefits and the coverage sponsored by the Board will become the secondary payer of the spouse's benefits.

d. Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, as required by this Section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board.

e. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written declaration verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer.

f. Effective January1, 2015, for employee spouses who are enrolled in their employer's insurance plan, the Board agrees to reimburse employees up to One Hundred Seventy-Five Dollars ($175.00) per month of actual documented premium costs paid by the employee's spouse to his/her employer for single and prescription drug medical coverage. Requests for reimbursement with attached documentation demonstrating that such premium contributions were made shall be submitted to the Treasurer's office.

g. If a teacher submits false information or fails to timely advise the Board of a change in his/her spouse's eligibility for employer-sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the teacher results in the Board providing benefits to which the spouse is not entitled, the teacher will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board.

    1) Any amount to be reimbursed by the teacher may be deducted from the benefits to which you would otherwise be entitled.

    2) In addition, the teacher's spouse will be terminated immediately from the Board's group health insurance and/or prescription drug insurance coverage.

h. If a teacher submits false information about his/her spouse's employer-sponsored group insurance coverage(s), the teacher may be subject to disciplinary action by the Board, up to and including termination of employment.

D. Medical Insurance

1. The Board shall provide medical insurance to teachers that meets or exceeds the coverage provided during the 1999-00 school year except for University Hospital since it is presently not part of the medical network.

2. The medical insurance plan shall include the following parameters:

   a. It is a comprehensive plan.

   b. The deductible is a comprehensive deductible of $200 single/$400 family for out-of-network (Option 3) claims only, from the first dollar.

   c. There will be a $200 co-pay on out-of-network (Option 3) inpatient admissions. (This does NOT count toward the deductible or out-of-pocket maximum and will be paid before the deductible.)

   d. The out-of-pocket co-insurance maximum will be $500 for Options 2 & 3 only. Deductibles, co-pays, and charges above reasonable and customary do not count toward this out-of-pocket maximum.

   e. The deductible noted above will NOT apply to diagnostic services and treatment including, but not limited to, laboratory tests, X-rays, imaging exams, ultrasound and specific tests given as part of an annual physical exam which are: one EKG, one chest X-ray, routine Pap test, one SMA-12, urinalysis, and a complete blood count.

3. Effective August 1, 2008 the Board shall pay 95% of the single person rate, or pay 92.5% of the family rate for teachers who subscribe and are scheduled to work a minimum of seven and one-half (7-1/2) hours per day, five (5) days per week. Effective August 1, 2009, the Board shall pay ninety percent (90%) of the single and family rate. Effective August 1, 2012, the Board shall pay eighty-five percent (85%) of the single and family rate.

4. The Board may issue two (2) single person coverages in lieu of family coverage to a married couple, without dependents, employed by the Board, if the combined rate of the two (2) single rates is less than the family rate.

5. The Board will pay one-half (1/2) of either the Board's portion of the single person rate or one-half (1/2) of the Board's portion of the family rate for teachers who work between 3-3/4 and 7-1/2 hours per day, five days per week OR who work 18-3/4 or more hours but fewer than 37-1/2 hours per week and subscribe. Teachers regularly scheduled less than half-time (3-3/4 hours per day, five (5) days per week OR 18-3/4 hours per

week) are not eligible for medical insurance coverage. The Board will continue to pay a pro-rata share of the medical coverage for each regular part-time teacher who was enrolled for pro-rata medical coverage prior to September 1, 2000.

6. Teachers have the option to enroll in the Minimum Value Plan offered by the Lakewood City School District.

7. A child who is an eligible dependent (as defined by the current health plan), regardless of marital status, shall be entitled to dependent coverage until the child's 26th birthday

E. Dental Insurance

1. Effective August 1, 2008 the Board shall pay 95% of the single person rate, or 92.5% of the family rate to teachers who subscribe and work a minimum of 7-1/2 hours per day, five days per week. Effective August 1, 2009, the Board shall pay ninety (90) percent of the single and family rate. Effective August 1, 2012, the Board shall pay eighty-five percent (85%) of the single and family rate.

2. The content and administration of the dental program shall be in accordance with Board procedure.

3. The Board will pay one-half (1/2) of either the Board's portion of the single person rate or one-half (1/2) of the Board's portion of the family rate to teachers who work between 3-3/4 and 7-1/2 hours per day, five days per week OR who work 18-3/4 or more hours but fewer than 37-1/2 hours per week and subscribe. Teachers regularly scheduled less than half-time (3-3/4 hours per day, five (5) days per week OR 18-3/4 hours per week) are not eligible for dental insurance coverage.

4. The Board may issue two (2) single person coverages in lieu of family coverage to a married couple, without dependents, employed by the Board, if the combined rate of the two (2) single rates is less than the family rate.

F. Prescription Drug Insurance

1. The Board will provide a group prescription benefit insurance program:

a. The co-pay costs shall be:

1) $5.00 if you receive a generic equivalent drug
2) $15.00 if you receive a preferred drug
3) $30.00 if you receive a non-preferred drug

b. The following drugs will be covered:

1) Federal Legend Drugs
2) State Restricted Drugs
3) Compounded medications
4) Insulin
5) Insulin Needles and Syringes on prescription only
6) Injectable bee sting kits
7) Contraceptives

c. The following drugs are excluded (unless covered by above):

1) Fertility drugs
2) Investigational or experimental drugs
3) Non-federal Legend Drugs
4) Therapeutic devices or appliances
5) Medications for which the cost is recoverable under any Workers' Compensation or Occupational Safety or Disease Law or any State or Governmental Agency, or medication furnished by any other drug or medical services for which no charge is made to a member
6) Injectables
7) DNA drugs
8) Growth hormone drugs
9) Smoking cessation patches or medications in excess of one treatment
10) Veterinary medications
11) Weight loss drugs
12) Rogaine, Minoxidol, or any other hair growth products
13) Any drugs used for cosmetic purposes
14) Any drugs not used for acute care or maintenance of a medical condition
15) Retin-A, if over 25 years of age
16) Vitamins, including pre-natal

d. Retail prescriptions are up to a 34 day supply or 100 unit doses

e. A child who is an eligible dependent (as defined by the current health plan), regardless of marital status, shall be entitled to dependent coverage until the child's 26th birthday.

f. This will be a card program and it may have a mail-in option.

g. Mail order prescriptions are up to a 90-day supply and the co-payment costs shall be:

1. $5.00 if one receives a generic equivalent drug
2 $15.00 if one receives a preferred drug
3. $30.00 if one receives a non-preferred drug

2. Effective August 1, 2008 Board will pay 95% of the single person rate or pay 92.5% of the family rate to teachers who subscribe and work a minimum of 7-1/2 hours per day, five days per week. Effective August 1, 2009, the Board shall pay ninety percent (90%) of the single and family rate. Effective August 1, 2012 the Board shall pay eighty-five (85%) of the single and family rate.
3. The administration of the prescription benefit program shall be in accordance with Board procedure.

4. The Board will pay one-half (1/2) of either the Board's portion of the single person rate or one-half (1/2) of the Board's portion of the family rate to teachers who work between 3-3/4 and 7-1/2 hours per day, five days per week OR who work 18-3/4 or more hours but fewer than 37-1/2 hours per week and subscribe. Teachers regularly scheduled less than half-time (3-3/4 hours per day, five (5) days per week OR 18-3/4 hours per week) are not eligible for prescription insurance coverage.

5. The Board may issue two (2) single person coverages in lieu of family coverage to a married couple, without dependents, employed by the Board, if the combined rate of the two (2) single rates is less than the family rate.

G. Vision Insurance

1. The Board will provide a vision insurance program that meets or exceeds the 1995 vision plan. The teacher can select either a single or family plan, whichever is applicable.

2. Effective August 1, 2008 the Board will pay 95% of the single person premium or 92.5% of the family premium for teachers who are scheduled to work a minimum of seven and one-half (7-12) hours per day, five days per week. Effective August 1, 2009, the Board shall pay ninety percent (90%) of the single and family rate. Effective August 1, 2012, the Board shall pay eighty-five (85%) of the single and family rate.

3. The Board will pay one-half (1/2) of either the Board's portion of the single person premium or one-half (1/2) of the Board's portion of the family premium to teachers who are scheduled to work between three and three-quarters (3-3/4) hours and seven and one-half (7-1/2) hours per day, five days per week OR who work 18-3/4 or more hours but fewer than 37-1/2 hours per week and subscribe. Teachers regularly scheduled less than half-time (3-3/4 hours per day, five (5) days per week OR 18-3/4 hours per week) are not eligible for vision insurance coverage.

4. The Board may issue two (2) single person coverages in lieu of family coverage to a married couple, without dependents, employed by the Board, if the combined rate of the two (2) single rates is less than the family rate.

H. Term Life Insurance

1. The Board shall provide fully paid $50,000 term life insurance coverage with accidental death and dismemberment coverage for each teacher who works a minimum of seven and one-half (7-1/2) hours per day, five days per week. A teacher who works a minimum of three and three quarters (3-3/4) hours per day, five days per week OR who works 18-3/4 or more hours but fewer than 37-1/2 hours per week will receive $25,000 coverage. Teachers regularly scheduled less than half-time (3-3/4 hours per day, five (5) days per week OR 18-3/4 hours per week) are not eligible for term life insurance coverage.

2. Each teacher may purchase additional term life insurance through the Board at his/her own cost.

I. Compensation and Insurance Liability for Use of Personal Vehicles

1. Use of Personal Vehicles

a. Personal vehicle mileage shall be reimbursed at the IRS rate per mile in effect at the beginning of the school year to those teachers who travel as a regular part of their assignment, and upon submission of the appropriate expense voucher form (see Appendix Q).

b. Personal vehicle mileage shall be reimbursed at the IRS rate per mile in effect at the beginning of the school year to those teachers who use their personal vehicles for authorized school business regardless of destination and upon submission of the appropriate expense voucher form. However, mileage accrued while attending District-sponsored teacher education opportunities or committee meetings within the Lakewood City School District will not be reimbursed. If possible, car pooling will be arranged so that the amount of reimbursement can be reduced.

2. Liability and Medical Insurance

The Board presently provides through its vehicle insurance program, $300,000/$500,000 bodily injury liability and $50,000 property damage liability on Board owned, leased, or hired vehicles and Board owned or leased property carried by these vehicles. This coverage includes specified administrators and teachers who drive their private vehicles on Board business. This coverage is in excess of the insurance carried by the

teacher or administrator on their vehicle. The non-ownership, liability insurance is effective when the School District is named in addition to the teacher in any claim or suit beyond the amount of coverage carried by the teacher.

J. Disability Insurance

The Board shall provide disability insurance to each teacher with fewer than five (5) years of service credit with STRS.

K. Fringe Benefits During the Summer and When Leaving Active Pay Status

1. If a teacher leaves active pay status (other than for Family and Medical Leave Act leave), fringe benefits will continue to be fully paid by the Board through the month in which paid days concluded.

2. Any teacher who is in active pay status during the first five (5) working days in June before summer vacation shall have benefits fully paid by the Board for the months of June, July, and August.

6.05 Section 125 Plan ("Cafeteria Plan")

A. By January 1, 2006, the Board shall establish a "Cafeteria Plan" that is designed to allow teachers who must make employee contributions for health care coverage to elect to do so on a pre-tax basis and shall also allow teachers to elect to participate in the dependent care and medical care flexible spending accounts ("FSAs") described in paragraph C below.

B. The Cafeteria Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each teacher will have an opportunity on an annual basis to enroll in the Cafeteria Plan. The election to participate must be submitted during the enrollment period of each school year as determined by the Board Treasurer and may not be revoked during the current plan year (January 1st through December 31st) unless there is a change in the teacher's circumstances that, in accordance with IRS Section 125, permits the teacher to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). If revoked, any account balance will be governed by paragraph C3 (below). Details of the Cafeteria Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

C. Dependent Care FSA

1. Under the Cafeteria Plan, each teacher will be allowed to make a pre-tax "salary reduction" election up to the maximum amount allowable under IRC Section 129 (currently $5,000 per year), and receive a corresponding credit under a dependent care FSA. Under the dependent care FSA, reimbursement may be received for dependent care expenses described in IRC Section 129.

2. The salary reduction and corresponding credits will be made and issued in twenty-four (24) equal installments, or in twenty (20) equal installments for those receiving pay only into June, beginning with the first pay in January.

3. No teacher may be entitled to reimbursement from the dependent care account in excess of the amount credited to the account.

D. Health Care FSA

1. Under the Cafeteria Plan, each teacher will be allowed to make a separate pre-tax "salary reduction" election up to a maximum amount of $4,000 (exclusive of teacher contributions for health coverage) per year, and receive a corresponding credit under a health care FSA. Under the health care FSA, reimbursement may be received for medical expenses (under IRC Section 213) that are not otherwise reimbursable by the health care plans of the Board or of another employer.

2. The salary reduction shall be made in twenty-four (24) equal installments, or in twenty (20) equal installments for those receiving pay only into June, beginning with the first pay in January.

E. Forfeiture of Unused Allocations

To comply with the requirement of IRC Section 125, amounts remaining in either the dependent care or health care FSA at the end of each plan year will be forfeited. In he event a teacher separates from employment during a plan year with a remaining balance in the FSA account(s), the teacher may continue to receive reimbursements from the account(s) through the end of that plan year.

F. Administrative Fees

The Board shall be the administrator of the Cafeteria Plan, but may delegate administration to the Board Treasurer's office and/or a third party administrator. When the Board Treasurer is making the decision regarding which company shall be the third-party administrator of the Section 125 Plan, one of the criterion to be used shall be the amount of administrative fees charged. Any administrative fees shall be borne by the Section 125 Plan participants.

6.06 Retirement/Separation Benefits

A. Severance Pay

1. Teachers who elect to retire from active service with the District after completing five (5) or more years of service as a teacher of the State of Ohio or any of its subdivisions under the requirements of a retirement system established by the State of Ohio shall be paid a lump sum equal to one-fourth (1/4) accumulated sick leave to a maximum of seventy (70) days in accordance with 6.03F.

2. If a teacher has completed five (5) or more years of service to the Lakewood Schools and dies while under the employ of the Board, the beneficiary named in the term life insurance policy held by the Board (Section 6.04H) can collect a severance payment equal to one-fourth (1/4) of accumulated sick leave to a maximum of seventy (70) days.

3. Such payment shall be based upon the teacher's daily rate of pay at the time of retirement or death exclusive of overtime or supplemental pay. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher. Such payment shall be made only once to any teacher in accordance with 6.03F and will be made within three (3) weeks of the teacher providing evidence that s/he has actually retired under the provisions of a State of Ohio Retirement System (e.g., copy of STRS retirement check).

4. A teacher who retires and has in excess of 280 days of accumulated sick leave may donate up to 10 (ten) days of accumulated sick leave to the Sick Leave Pool (8.07) by completing Appendix V.

B. Separation Benefits

Teachers who leave the system prior to retirement and have completed fifteen (15) or more years of teaching with the Lakewood City Schools may convert up to five (5) days of sick leave to cash at their per diem rate as long as such a separation is under honorable conditions. This number shall increase to seven (7) days after twenty (20) years and to ten (10) days after twenty-five (25) years. This separation benefit will be paid in accordance with 6.03F.

C. Employer "Pick-Up" of Teacher Employee Retirement Contribution

1. The Association and the Board agree to continue the salary reduction "pick-up" of the required teacher contributions to the State Teachers Retirement System (STRS). In addition to the Board's required employer contribution, the Board agrees to contribute to STRS, utilizing the salary reduction/salary reinstatement method of calculation, an amount equal to said teacher's contribution. These amounts contributed by the Board on behalf of said teacher shall be treated as deferred salary payment of said teacher's contract salaries.

2. The Board's total combined expenditures for teacher's total contract salaries payable pursuant hereto (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amount it would have paid for those items had this salary reduction "pick-up" plan not been in effect.

3. The Board shall compute and remit its employer contributions to STRS based upon total contract salary which includes the salary reduction "pick-up" amounts. The Board shall report for federal and Ohio income tax purposes the teacher's gross income less the amount of the deferred salary component ("pick-up"). The Board shall report for municipal income tax purposes the teacher's gross income including the amount of the deferred salary component ("pick-up").

2014-2015 LTA SALARY SCHEDULE

BASE SALARY = $37,831

Step	Non-Degree	BA	BA +10	BA + 20	150 hrs. or BA + 30	MA or MA + 10	MA + 20	MA + 30	MA + 50
0	$32,913	$37,831	$38,966	$40,101	$41,236	$42,371	$43,506	$44,641	$46,910
0.5	$33,480	$38,588	$39,723	$40,857	$42,182	$43,316	$44,451	$45,586	$47,856
1	$34,048	$39,344	$40,479	$41,614	$43,127	$44,262	$45,397	$46,532	$48,802
1.5	$34,615	$40,101	$41,236	$42,371	$44,073	$45,208	$46,343	$47,478	$49,748
2	$35,183	$40,857	$41,992	$43,127	$45,019	$46,154	$47,289	$48,424	$50,694
2.5	$35,750	$41,614	$42,749	$43,884	$45,965	$47,100	$48,235	$49,369	$51,639
3	$36,318	$42,371	$43,506	$44,641	$46,910	$48,045	$49,180	$50,315	$52,585
3.5	$37,264	$43,506	$44,641	$45,776	$48,235	$49,369	$50,504	$51,639	$53,909
4	$38,209	$44,641	$45,776	$46,910	$49,559	$50,694	$51,828	$52,963	$55,233
4.5	$38,777	$45,397	$46,532	$47,667	$50,504	$51,639	$52,774	$53,909	$56,179
5	$39,344	$46,154	$47,289	$48,424	$51,450	$52,585	$53,720	$54,855	$57,125
5.5	$39,912	$46,910	$48,045	$49,180	$52,396	$53,531	$54,666	$55,801	$58,071
6	$40,479	$47,667	$48,802	$49,937	$53,342	$54,477	$55,612	$56,747	$59,016
6.5	$41,047	$48,424	$49,559	$50,883	$54,287	$55,422	$56,557	$57,692	$59,962
7	$41,614	$49,180	$50,315	$51,828	$55,233	$56,368	$57,503	$58,638	$60,908
7.5	$42,560	$50,315	$51,072	$53,153	$56,557	$57,692	$58,827	$59,962	$62,232
8	$43,506	$51,450	$52,585	$54,477	$57,881	$59,016	$60,151	$61,286	$63,556
8.5	$44,073	$52,207	$53,342	$55,422	$58,827	$59,962	$61,097	$62,232	$64,502
9	$44,641	$52,963	$54,098	$56,368	$59,773	$60,908	$62,043	$63,178	$65,448
9.5	$45,397	$53,909	$55,044	$57,503	$60,908	$62,043	$63,178	$64,313	$66,583
10	$46,154	$54,855	$55,990	$58,638	$62,043	$63,178	$64,313	$65,448	$67,717
10.5	$46,835	$55,725	$56,860	$59,697	$63,178	$64,313	$65,448	$66,583	$68,852
11	$47,478	$56,557	$57,692	$60,719	$64,313	$65,448	$66,583	$67,717	$69,987
11.5	$48,045	$57,503	$58,638	$61,854	$65,637	$66,772	$67,907	$69,042	$71,311
12	$48,613	$58,449	$59,584	$62,989	$66,961	$68,096	$69,231	$70,366	$72,636
12.5	$49,180	$59,319	$60,454	$64,048	$68,209	$69,344	$70,479	$71,614	$73,884
13	$49,748	$60,151	$61,286	$65,069	$69,420	$70,555	$71,690	$72,825	$75,095
13.5		$61,021	$62,156	$66,129	$70,668	$71,803	$72,938	$74,073	$76,343
14		$61,854	$62,989	$67,150	$71,879	$73,014	$74,149	$75,284	$77,554
14.5			$63,859	$68,209	$73,127	$74,262	$75,397	$76,532	$78,802
15			$64,691	$69,231	$74,338	$75,473	$76,608	$77,743	$80,013
15.5					$75,586	$76,721	$77,856	$78,991	$81,261
16					$76,797	$77,932	$79,067	$80,202	$82,472
16.5							$80,315	$81,450	$83,720
17							$81,526	$82,661	$84,931
17.5									$86,179
18									$87,390

2015-2016 LTA SALARY SCHEDULE

BASE SALARY = $38,776

Step	Non-Degree	BA	BA +10	BA + 20	150 hrs. or BA + 30	MA or MA + 10	MA + 20	MA + 30	MA + 50
0	$33,735	$38,776	$39,939	$41,103	$42,266	$43,429	$44,592	$45,756	$48,082
0.5	$34,317	$39,552	$40,715	$41,878	$43,235	$44,399	$45,562	$46,725	$49,052
1	$34,898	$40,327	$41,490	$42,654	$44,205	$45,368	$46,531	$47,694	$50,021
1.5	$35,480	$41,103	$42,266	$43,429	$45,174	$46,337	$47,501	$48,664	$50,990
2	$36,062	$41,878	$43,041	$44,205	$46,143	$47,307	$48,470	$49,633	$51,960
2.5	$36,643	$42,654	$43,817	$44,980	$47,113	$48,276	$49,439	$50,603	$52,929
3	$37,225	$43,429	$44,592	$45,756	$48,082	$49,246	$50,409	$51,572	$53,899
3.5	$38,194	$44,592	$45,756	$46,919	$49,439	$50,603	$51,766	$52,929	$55,256
4	$39,164	$45,756	$46,919	$48,082	$50,797	$51,960	$53,123	$54,286	$56,613
4.5	$39,745	$46,531	$47,694	$48,858	$51,766	$52,929	$54,093	$55,256	$57,582
5	$40,327	$47,307	$48,470	$49,633	$52,735	$53,899	$55,062	$56,225	$58,552
5.5	$40,909	$48,082	$49,246	$50,409	$53,705	$54,868	$56,031	$57,195	$59,521
6	$41,490	$48,858	$50,021	$51,184	$54,674	$55,837	$57,001	$58,164	$60,491
6.5	$42,072	$49,633	$50,797	$52,154	$55,644	$56,807	$57,970	$59,133	$61,460
7	$42,654	$50,409	$51,572	$53,123	$56,613	$57,776	$58,940	$60,103	$62,429
7.5	$43,623	$51,572	$52,348	$54,480	$57,970	$59,133	$60,297	$61,460	$63,787
8	$44,592	$52,735	$53,899	$55,837	$59,327	$60,491	$61,654	$62,817	$65,144
8.5	$45,174	$53,511	$54,674	$56,807	$60,297	$61,460	$62,623	$63,787	$66,113
9	$45,756	$54,286	$55,450	$57,776	$61,266	$62,429	$63,593	$64,756	$67,082
9.5	$46,531	$55,256	$56,419	$58,940	$62,429	$63,593	$64,756	$65,919	$68,246
10	$47,307	$56,225	$57,388	$60,103	$63,593	$64,756	$65,919	$67,082	$69,409
10.5	$48,005	$57,117	$58,280	$61,189	$64,756	$65,919	$67,082	$68,246	$70,572
11	$48,664	$57,970	$59,133	$62,235	$65,919	$67,082	$68,246	$69,409	$71,736
11.5	$49,246	$58,940	$60,103	$63,399	$67,276	$68,440	$69,603	$70,766	$73,093
12	$49,827	$59,909	$61,072	$64,562	$68,634	$69,797	$70,960	$72,123	$74,450
12.5	$50,409	$60,801	$61,964	$65,648	$69,913	$71,076	$72,240	$73,403	$75,730
13	$50,990	$61,654	$62,817	$66,695	$71,154	$72,317	$73,481	$74,644	$76,970
13.5		$62,546	$63,709	$67,780	$72,434	$73,597	$74,760	$75,923	$78,250
14		$63,399	$64,562	$68,827	$73,674	$74,838	$76,001	$77,164	$79,491
14.5			$65,454	$69,913	$74,954	$76,117	$77,281	$78,444	$80,770
15			$66,307	$70,960	$76,195	$77,358	$78,521	$79,685	$82,011
15.5					$77,474	$78,638	$79,801	$80,964	$83,291
16					$78,715	$79,879	$81,042	$82,205	$84,532
16.5							$82,321	$83,485	$85,811
17							$83,562	$84,726	$87,052
17.5									$88,332
18									$89,573

2016-2017 LTA SALARY SCHEDULE

BASE SALARY = $39,745

Step	Non-Degree	BA	BA +10	BA + 20	150 hrs. or BA + 30	MA + 10	MA or MA + 20	MA + 30	MA + 50
0	$34,578	$39,745	$40,937	$42,130	$43,322	$44,514	$45,707	$46,899	$49,284
0.5	$35,174	$40,540	$41,732	$42,925	$44,316	$45,508	$46,700	$47,893	$50,277
1	$35,771	$41,335	$42,527	$43,720	$45,309	$46,502	$47,694	$48,886	$51,271
1.5	$36,367	$42,130	$43,322	$44,514	$46,303	$47,495	$48,688	$49,880	$52,265
2	$36,963	$42,925	$44,117	$45,309	$47,297	$48,489	$49,681	$50,874	$53,258
2.5	$37,559	$43,720	$44,912	$46,104	$48,290	$49,483	$50,675	$51,867	$54,252
3	$38,155	$44,514	$45,707	$46,899	$49,284	$50,476	$51,669	$52,861	$55,246
3.5	$39,149	$45,707	$46,899	$48,091	$50,675	$51,867	$53,060	$54,252	$56,637
4	$40,142	$46,899	$48,091	$49,284	$52,066	$53,258	$54,451	$55,643	$58,028
4.5	$40,739	$47,694	$48,886	$50,079	$53,060	$54,252	$55,444	$56,637	$59,021
5	$41,335	$48,489	$49,681	$50,874	$54,053	$55,246	$56,438	$57,630	$60,015
5.5	$41,931	$49,284	$50,476	$51,669	$55,047	$56,239	$57,432	$58,624	$61,009
6	$42,527	$50,079	$51,271	$52,463	$56,040	$57,233	$58,425	$59,618	$62,002
6.5	$43,123	$50,874	$52,066	$53,457	$57,034	$58,226	$59,419	$60,611	$62,996
7	$43,720	$51,669	$52,861	$54,451	$58,028	$59,220	$60,412	$61,605	$63,989
7.5	$44,713	$52,861	$53,656	$55,842	$59,419	$60,611	$61,803	$62,996	$65,381
8	$45,707	$54,053	$55,246	$57,233	$60,810	$62,002	$63,195	$64,387	$66,772
8.5	$46,303	$54,848	$56,040	$58,226	$61,803	$62,996	$64,188	$65,381	$67,765
9	$46,899	$55,643	$56,835	$59,220	$62,797	$63,989	$65,182	$66,374	$68,759
9.5	$47,694	$56,637	$57,829	$60,412	$63,989	$65,182	$66,374	$67,567	$69,951
10	$48,489	$57,630	$58,823	$61,605	$65,182	$66,374	$67,567	$68,759	$71,144
10.5	$49,204	$58,544	$59,737	$62,718	$66,374	$67,567	$68,759	$69,951	$72,336
11	$49,880	$59,419	$60,611	$63,791	$67,567	$68,759	$69,951	$71,144	$73,528
11.5	$50,476	$60,412	$61,605	$64,983	$68,958	$70,150	$71,342	$72,535	$74,919
12	$51,072	$61,406	$62,598	$66,175	$70,349	$71,541	$72,733	$73,926	$76,310
12.5	$51,669	$62,320	$63,513	$67,288	$71,660	$72,853	$74,045	$75,237	$77,622
13	$52,265	$63,195	$64,387	$68,361	$72,932	$74,124	$75,317	$76,509	$78,894
13.5		$64,109	$65,301	$69,474	$74,244	$75,436	$76,628	$77,821	$80,205
14		$64,983	$66,175	$70,547	$75,516	$76,708	$77,900	$79,093	$81,477
14.5			$67,090	$71,660	$76,827	$78,019	$79,212	$80,404	$82,789
15			$67,964	$72,733	$78,099	$79,291	$80,484	$81,676	$84,061
15.5					$79,411	$80,603	$81,795	$82,988	$85,372
16					$80,682	$81,875	$83,067	$84,259	$86,644
16.5							$84,379	$85,571	$87,956
17							$85,650	$86,843	$89,228
17.5									$90,539
18									$91,811

2017-2018 LTA SALARY SCHEDULE

BASE SALARY = $40,739

Step	Non-Degree	BA	BA +10	BA + 20	150 hrs. or BA + 30	MA or MA + 10	MA + 20	MA + 30	MA + 50
0	$35,443	$40,739	$41,961	$43,183	$44,406	$45,628	$46,850	$48,072	$50,516
0.5	$36,054	$41,554	$42,776	$43,998	$45,424	$46,646	$47,868	$49,090	$51,535
1	$36,665	$42,369	$43,591	$44,813	$46,442	$47,665	$48,887	$50,109	$52,553
1.5	$37,276	$43,183	$44,406	$45,628	$47,461	$48,683	$49,905	$51,127	$53,572
2	$37,887	$43,998	$45,220	$46,442	$48,479	$49,702	$50,924	$52,146	$54,590
2.5	$38,498	$44,813	$46,035	$47,257	$49,498	$50,720	$51,942	$53,164	$55,609
3	$39,109	$45,628	$46,850	$48,072	$50,516	$51,739	$52,961	$54,183	$56,627
3.5	$40,128	$46,850	$48,072	$49,294	$51,942	$53,164	$54,387	$55,609	$58,053
4	$41,146	$48,072	$49,294	$50,516	$53,368	$54,590	$55,812	$57,035	$59,479
4.5	$41,757	$48,887	$50,109	$51,331	$54,387	$55,609	$56,831	$58,053	$60,497
5	$42,369	$49,702	$50,924	$52,146	$55,405	$56,627	$57,849	$59,072	$61,516
5.5	$42,980	$50,516	$51,739	$52,961	$56,424	$57,646	$58,868	$60,090	$62,534
6	$43,591	$51,331	$52,553	$53,775	$57,442	$58,664	$59,886	$61,109	$63,553
6.5	$44,202	$52,146	$53,368	$54,794	$58,460	$59,683	$60,905	$62,127	$64,571
7	$44,813	$52,961	$54,183	$55,812	$59,479	$60,701	$61,923	$63,145	$65,590
7.5	$45,831	$54,183	$54,998	$57,238	$60,905	$62,127	$63,349	$64,571	$67,016
8	$46,850	$55,405	$56,627	$58,664	$62,331	$63,553	$64,775	$65,997	$68,442
8.5	$47,461	$56,220	$57,442	$59,683	$63,349	$64,571	$65,793	$67,016	$69,460
9	$48,072	$57,035	$58,257	$60,701	$64,368	$65,590	$66,812	$68,034	$70,478
9.5	$48,887	$58,053	$59,275	$61,923	$65,590	$66,812	$68,034	$69,256	$71,701
10	$49,702	$59,072	$60,294	$63,145	$66,812	$68,034	$69,256	$70,478	$72,923
10.5	$50,435	$60,009	$61,231	$64,286	$68,034	$69,256	$70,478	$71,701	$74,145
11	$51,127	$60,905	$62,127	$65,386	$69,256	$70,478	$71,701	$72,923	$75,367
11.5	$51,739	$61,923	$63,145	$66,608	$70,682	$71,904	$73,127	$74,349	$76,793
12	$52,350	$62,942	$64,164	$67,830	$72,108	$73,330	$74,552	$75,775	$78,219
12.5	$52,961	$63,879	$65,101	$68,971	$73,452	$74,675	$75,897	$77,119	$79,563
13	$53,572	$64,775	$65,997	$70,071	$74,756	$75,978	$77,200	$78,423	$80,867
13.5		$65,712	$66,934	$71,212	$76,100	$77,323	$78,545	$79,767	$82,211
14		$66,608	$67,830	$72,312	$77,404	$78,626	$79,848	$81,071	$83,515
14.5			$68,767	$73,452	$78,748	$79,971	$81,193	$82,415	$84,859
15			$69,664	$74,552	$80,052	$81,274	$82,496	$83,719	$86,163
15.5					$81,397	$82,619	$83,841	$85,063	$87,507
16					$82,700	$83,922	$85,145	$86,367	$88,811
16.5							$86,489	$87,711	$90,155
17							$87,793	$89,015	$91,459
17.5									$92,803
18									$94,107

ARTICLE 7. EXTRA COMPENSATION FOR EXTRA SERVICE

7.01 Extra Compensation for Extra Service (ECES)

A. Extra Compensation for Extra Service (ECES) shall consist of two forms of extra service as defined in Sections 7.01B and 7.01C below:

B. Extra Compensation for Extra Curricular Service (ECECS) is based on the assumption that a minimum of 100 hours beyond the regular teaching day during a school year is being devoted to an extra-curricular assignment.

1. Compensation for the positions assigned will be granted according to the schedule of index ratios on the attached pages.

2. The index ratios are based on the MA beginning salary of the teacher salary schedule that is in effect on August 1st of each school year (see Salary Schedule).

3. In determining previous experience to be awarded to the teacher on the ECECS salary schedule, only appropriate previous experience in that activity will be recognized. Evaluation of previous experience will be determined by the Superintendent/designee.

4. An ECECS adviser/coach whose responsibilities begin at 3:30 p.m. and who must travel to the assignment will be permitted to leave his/her building at 3:15 p.m. after notifying the principal. However, the adviser/coach may be requested to stay for a building meeting if notified to do so by the principal at least 48 hours in advance of the meeting.

C. Extra Compensation for Curricular Services (ECCS) shall consist of those positions involving released time during the school day and/or a monetary stipend for curricular services.

1. The high school student newspaper adviser shall have a maximum of six (6) assignments. Within these six (6) assignments, the advisor shall teach the courses related to the newspaper for which s/he is licensed. S/he shall be paid a stipend of .078 times the MA beginning salary for 0-2 years experience, .089 times the MA beginning salary for 3-5 years, and .101 times the MA beginning salary for 6 years experience or more. Said stipend is in addition to his/her teaching salary.

2. The high school yearbook adviser shall have a maximum of six (6) assignments. Within these six (6) assignments, the advisor shall teach the courses related to the yearbook for which s/he is licensed. S/he shall be paid a stipend of .096 times the MA beginning salary for 0-2 years experience, .109 times the MA beginning salary for 3-5 years experience, and .124 times the MA beginning salary for 6 years experience or more. Said stipend is in addition to his/her teaching salary. (If no assistance is provided, the adviser shall receive a released class.)

3. When appointed by the administration, high school department facilitators shall be divided into two (2) groups based on size of department – those with over ten (10) total members in their department and those with ten (10) or fewer members. Those in the ten (10) or fewer category will be paid a stipend of .061 times the MA beginning salary. Those in the over ten (10) category will be paid a stipend of .073 times the MA beginning salary. All department facilitators shall have a minimum of one (1) class period released a day and will not have homeroom or homeroom duty responsibilities. In addition, each department facilitator will serve on the high school Building Leadership Team. There shall be department facilitators for the following departments: English, Guidance, Math, Science, Social Studies, and Special Education.

4. Department facilitators may be asked to work up to the equivalent of four (4) seven and one-half (7-1/2) hour days beyond the normal school calendar for teachers. They shall be paid for the extra days on a .0007 index ratio per hour on the MA beginning salary of the teacher's salary schedule.

5. Each counselor may be asked to work up to the equivalent of eight (8) seven and one-half (7-1/2) hour days beyond the normal school calendar for teachers. Each counselor shall be paid for these days at his/her per diem rate.

6. Each media specialist may be asked to work to the equivalent of two (2) seven and one-half (7-1/2) hour days beyond the normal school calendar for teachers. Each media specialist shall be paid for these days at his/her per diem rate. Media specialists, in cooperation with the Superintendent/designee, may exchange parent conference days for one (1) day before the normal school year and one (1) day after the normal school year.

7. The Marching Band responsibilities of an Extra Compensation for Extra Services (ECES) teacher with a contract for Marching Band will not be counted as part of the teacher's work load as described in Article 5. However, Article 5 shall apply to the regular teaching assignments of the Marching Band Instructor(s). During the first grading period, every effort

shall be made to not assign homeroom or home base responsibilities to the Marching Band Instructor(s). The Marching Band will perform at all Varsity football games.

8. The Board will reimburse employees on the ECES contracts for required CPR training and required pupil activity permits.

9. Techno Buddies (Building Technology) shall receive a $500.00 annual stipend.

10. Power of the Pen advisors shall receive a $500.00 annual stipend. There may be one 7th grade Power of the Pen advisor and one 8th grade Power of the Pen advisor at each middle school.

11. The Pep Band will perform for ten (10) events during the winter sports season, and will play from the end of the Junior Varsity game through at least the end of the third quarter of the varsity game.

12 The Lead ELL teacher at the high school shall receive one class period released each day. If this is not possible, s/he shall instead be paid a stipend of .061 times the MA beginning salary.

D. No one who entered an ECECS or ECCS position prior to the effective date of this Agreement shall have his/her ECES salary reduced as a result of adjustments made in this Agreement.

7.02 Activities Definition

A. Definitions of extra-curricular activities are those activities which (a) carry no academic credit, (b) are outside the regular school curriculum, and (c) are conducted primarily outside of the regular school day. Examples are athletics, dramatics, and intramurals.

B. Co-Curricular Activities

Co-curricular activities are activities which complement the regular course of the curriculum, either during or outside the regular school day. Examples might be a culminating activity in social studies where parents are invited after school to attend a fiesta or a teacher working with students to display art projects for an art show for parents and the community.

7.03 Passes for Extra-Curricular Events

Each teacher will be provided with a pass entitling him/her to admission to school athletic, dramatic, musical, and other events. The teacher may bring one (1) guest to specified events.

7.04 ECES Contracts

All ECES contracts are one year limited contracts which are non-renewed. Regardless of the length of service during the school year or any particular assignment, ECES contract holders shall not be entitled to the June 1st deadline notice of non-reemployment.

7.05 Schedule of Extra Compensation for Extra Curricular Service (ECES)

BOYS ATHLETICS	0-2	3-5	6+
FOOTBALL			
Head Varsity	.162	.184	.207
Assistant/Head JV (70%)	.114	.129	.146
Head Freshman (60%)	.098	.111	.126
Assistant Freshman (50%)	.081	.092	.104
Equipment Manager (60%)	.098	.111	.126
Head 7th & 8th grade (30%)	.049	.055	.062
Assistant 7th & 8th grade (20%)	.032	.037	.041
BASKETBALL			
Head Varsity	.162	.184	.207
Assistant Varsity/JV (70%)	.114	.129	.146
Head Freshman (60%)	.098	.111	.126
Head 7th & 8th grade (30%)	.049	.055	.062
TRAINER	.162	.184	.208
WRESTLING			
Head Varsity	.111	.126	.143
Assistant/JV (70%)	.078	.089	.101
Freshman (60%)	.067	.076	.086
Head 7th & 8th grade (30%)	.033	.038	.043
SWIMMING (Boys & Girls)			
Head Varsity	.133	.150	.169
Assistant/JV (70%)	.093	.105	.118
Diving (70%)	.093	.105	.118
SOCCER			
Head Varsity	.096	.109	.124
Assistant/JV (70%)	.067	.076	.086
GOLF			
Head	.073	.083	.094
Assistant/JV (70%)	.051	.058	.066
TENNIS			
Head	.075	.085	.097
Assistant/JV (70%)	.052	.060	.068

BOYS ATHLETICS, continued	0-2	3-5	6+
BASEBALL			
Head Varsity	.088	.100	.113
Assistant/JV (70%)	.062	.071	.081
Freshman (60%)	.053	.060	.068
INDOOR TRACK (CO-ED)			
Head Indoor	.043	.049	.056
Assistant Indoor (70%)	.031	.036	.041
OUTDOOR TRACK			
Head Outdoor	.090	.102	.116
Assistant Outdoor (70%)	.063	.072	.082
Freshman (60%)	.054	.062	.071
Head 7th & 8th grade (30%)	.026	.030	.034
CROSS COUNTRY			
Head Cross Country	.086	.098	.111
Assistant Cross Country (70%)	.061	.069	.078
Head 7th & 8th grade (CO-ED)	.021	.023	.025
ATHLETIC GAME MANAGER	.062	.069	.076
CHEERLEADING COACH			
Head Football	.069	.078	.088
Assistant Football (70%)	.048	.054	.061
Head Basketball	.069	.078	.088
Assistant Basketball (70%)	.048	.054	.061
Middle School fall or winter (30%)	.021	.023	.026
HOCKEY			
Head	.089	.101	.115
Assistant (70%)	.062	.071	.081
GIRLS ATHLETICS	0-2	3-5	6+
VOLLEYBALL			
Head	.102	.116	.132
Assistant/JV (70%)	.072	.082	.093
Freshman (60%)	.062	.071	.081
Head 7th & 8th grade (30%)	.031	.035	.040

GIRLS ATHLETICS, continued			
TENNIS			
Head	.075	.085	.097
Assistant/JV (70%)	.052	.060	.068
SOFTBALL			
Head	.088	.100	.113
Assistant/JV (70%)	.062	.071	.081
SYNC. SWIMMING			
Head	.060	.068	.077
Assistant (70%)	.042	.048	.055
GYMNASTICS			
Head	.091	.103	.117
Assistant (70%)	.064	.073	.083
BASKETBALL			
Head	.162	.184	.207
Assistant/JV (70%)	.114	.129	.146
Freshman (60%)	.098	.111	.126
Head 7th & 8th grade (30%)	.049	.055	.062
TRACK			
Head	.090	.102	.116
Assistant/JV (70%)	.063	.072	.082
Freshman (60%)	.054	.062	.071
Head 7th & 8th grade (30%)	.026	.030	.034
CROSS COUNTRY			
Head	.086	.098	.111
Assistant/JV (70%)	.061	.069	.078
MODERN DANCE			
Head	.077	.088	.100
TRAINER	.126	.143	.162
SOCCER	.096	.109	.124

OTHER	0-2	3-5	6+
STUDENT COUNCIL, High School	.06	.068	.077
NATIONAL HONOR SOCIETY	.06	.068	.077
DRAMA			
Head	.125	.142	.161
Assistant (70%)	.088	.100	.113
FORENSIC	.059	.067	.076
CINEMA			
Assistant (70%)	.068	.077	.087
INTRAMURALS	.055	.063	.072
BAND			
Director	.162	.184	.207
Assistant (70%)	.114	.129	.146
Flags (50%)	.081	.092	.104
Drill Team (50%)	.081	.092	.104
Percussion (40%)	.065	.074	.083
Majorette (40%)	.065	.074	.083
JAZZ BAND (High school and middle schools)	.051	.058	.066
PEP BAND	.021	.023	.026
CHAMBER CHOIR/VIVA LA FOUR	.051	.058	.066

NOTE: 1) Assistants' ratios figured in the 0-2 column at a percentage of the head position's ratio () always rounding fractions up.

2) 3-5 ratio figured at 13% of 0-2 ratio increase always rounding fractions up.
6+ ratio figured at 13% of 3-5 ratio increase always rounding fractions up.

3) All (70%) assistants are expected to put in the same number of hours beyond 8-4 day as the head.

ARTICLE 8. ABSENCE

8.01 Substitute Request

An absent teacher may request a substitute of his/her choosing.

8.02 Compensation for Regular Teacher Substituting for Another

A. When a substitute is unavailable and a teacher's duties must be assigned to another teacher, a plan will be mutually developed by a building to assign teachers to cover the absent teacher's classes or the following procedure, in the order listed below, will apply. Before anyone is assigned to be a period substitute, consideration will be given to that person's total responsibilities for the day.

1. A daily substitute in the building will be assigned.

2. Teachers who have volunteered to be period substitutes will be assigned.

   a. A list of teachers willing to period substitute will be developed at the beginning of the school year.

   b. A volunteer teacher from the absent teacher's department will be requested on a rotating basis.

   c. If no volunteer teacher from the absent teacher's department is available, a volunteer teacher from another department will be requested on a rotating basis.

3. If no daily substitute or teacher is available in 1 or 2 above, the building principal may require a teacher in the building to cover the class on a rotating basis. All members of the bargaining unit are on this rotating list. This teacher assignment of period substitution takes precedence over the guaranteed planning time in Article 5 (i.e., it is not an Agreement violation if a teacher does not receive his/her guaranteed planning time because s/he is assigned to period substitute). If no daily substitutes or bargaining unit members are available to period substitute, the administrator may be the period substitute.

B. This provision will not be in effect when the absent teacher has indicated that no substitute is required, or by mutual consent of the involved teachers.

C. When a substitute is unavailable and a teacher's duties are being assigned to another teacher, (including the duties of an Intervention Specialist or an Individual/Small Group Instructor), the hourly rate of compensation for the

substitute shall be .001 of the BA-0 base salary per hour. Forms for filing for such compensation will be forwarded to the teacher within twenty-four (24) hours.

8.03 Preparation for Substitutes - Regular Teacher's Responsibility

In addition to the professional responsibility of reporting an absence through the district's absence reporting system, it is the teacher's responsibility to make all possible preparations to facilitate the work of the substitute. This should include the preparation of lesson plans, seating charts, and other pertinent details consistent with providing a sound educational experience. Every attempt should be made by the regular teacher to teach students to appreciate the valuable services which the substitute teacher renders.

8.04 Sick Leave Accumulation

A teacher shall accumulate sick leave at a rate of 1-1/4 days per month for an annual sick leave of fifteen (15) days. For purposes of accumulation and use of sick leave, a "day" shall be defined as a scheduled day (regardless of hours worked). Working the scheduled day constitutes a day worked. Sick leave accumulation is the sum of all unused sick leave which a teacher earns from his/her first employment by the Board. Sick leave will have no maximum accumulation. The cumulative sick leave shall be added to the teacher's annual sick leave to determine the maximum allowance in a given year. Up to fifteen (15) days of future sick leave can be used should a teacher use up all his/her accumulated sick leave in a given year. The Superintendent, upon request of the teacher, may grant the right to use more days of future sick leave at his/her discretion. Any sick leave advanced shall be replaced within four (4) years at a rate of one-fourth (1/4) per year payable at the end of each contract year. Should the teacher's employment end before all days have been repaid, s/he shall pay back the remaining days in one lump sum. Advanced days will be paid back at the per diem rate at which they were advanced. A teacher's use as well as the accumulation of sick leave shall be in accordance with ORC 3319.141, except as expressly contained in this Agreement.

8.05 Application for Sick Leave

A. Within fifteen days after an absence for which sick leave payment is requested, a teacher must apply for approval of the absence. Application forms are available in each school or department office (see Appendix T).

Acceptable reasons for absence with pay are:

1. Personal illness or injury
2. Exposure to contagious disease
3. Personal pregnancy or adoption
4. Illness, injury or death in the immediate family

B. Illness in the teacher's immediate family is interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or any member of the family or household who clearly stands in the same relationship with the teacher as any of these. Sick leave for illness of an immediate family member may be used without limitation. However, unless specifically approved by the Superintendent, twenty-five (25) days per school year is the maximum allowed for all others in the teacher's family.

C. Absence for the birth of a child is for teachers who are recovering, caring for the child or mother, or for the parents to bond with the child during the child's first six weeks of life. There is no absolute rule as to how much sick leave can be taken for medical reasons (exclusive of bonding); however, six (6) weeks of accumulated sick leave is the usual amount of time taken.

D. Absence for adoption will be limited to the adoptive parents. The time allowed for such absence shall not exceed 30 sick days from the time the parent(s) assume custody of the child. If special circumstances warrant additional time (ex: travel arrangements, foreign adoption laws, etc.) such time may be approved by the Director of Human Resources on a case by case basis.

E. Death in the teacher's immediate family is interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or any member of the family or household who clearly stands in the same relationship with the teacher as any of these. There is no absolute rule as to how much leave with pay will be allowed for death in the immediate family; but, five (5) days for each death is the normal amount taken. Typically, leave not to exceed one (1) day shall be granted to attend funeral services for a niece, nephew, first cousin, aunt, uncle, brother-in-law or sister-in-law; however, where significant travel is involved, three (3) days shall be granted. Additional days for any funeral may be granted by the Superintendent.

8.06 Misuse of Sick Leave Privileges

A. Evidence indicating that absence for sick leave with pay privileges has been misused may be grounds for discipline or dismissal by the Superintendent as follows:

1. first day: dockage of pay for day misused plus one day suspension without compensation.

2. second day: dockage of pay for day misused plus a suspension, without compensation, not to exceed five (5) days

3. third day: dockage of pay for day misused plus it shall be grounds for termination of contract

B. Any teacher in question for a misuse of sick leave will be notified in writing within two (2) weeks of the alleged misuse being discovered by the Board. No teacher will be disciplined without just cause. The teacher may appeal decisions of discipline through the normal grievance procedure provided in Article 10 of this Agreement. There shall be a five (5) year statute of limitations in being charged with any specific incidence of sick leave abuse.

8.07 Sick Leave Pool

A. A Sick Leave Pool shall be established from voluntary donations of sick leave days from teachers.

B. Each year, during the month of September, each teacher may donate one (1) day to the Sick Leave Pool by using the Sick Leave Donation Form (Appendix V) and sending this form to the Association President.

C. Once a teacher donates sick leave and said sick leave is forwarded to the Board through the Association President, the sick leave donation is irrevocable. The sick leave donation shall be immediately deducted from the teacher who donated the sick leave and placed into the Sick Leave Pool.

D. A teacher may use the Sick Leave Pool if s/he has met all the following criteria:

1. All of his/her sick leave accumulation has been exhausted. (A teacher does not have to use future sick leave as addressed in Section 8.04.)

2. His/her absence is due to a catastrophic illness or accident, long-term illness, as certified by a doctor, of the teacher.

3. His/her absence will disable the individual from performing normal job duties and that such condition is anticipated to continue fifty (50) working days from the date of the qualifying condition. Written medical verification of the above may be required by a licensed medical doctor.

4. The teacher has completed the Application to Use Sick Leave Pool (Appendix U).

5. The teacher has applied for STRS disability retirement where the medical prognosis is that the teacher will not return to work within a reasonably short time (normally within sixty [60] working days), the teacher must apply for STRS disability retirement or private disability insurance benefits, whichever is applicable, within thirty (30) calendar days from the start of use of the sick leave pool benefit. This requirement to apply for STRS disability retirement or private disability insurance benefits may be waived at the discretion of the Superintendent/designee. The Board will

provide assistance to the teacher in preparing the disability retirement application, when requested.

6. The Superintendent and the Association President will jointly review each application and the Superintendent will make the final decision as to the eligibility of the applicant.

E. In the case of a teacher requesting sick leave days because of personal illness, said days shall be granted in ten (10) day increments until the teacher clearly needs no more, goes on STRS disability retirement, or is approved for private disability insurance benefits. A teacher may return to work using partial days with permission of Superintendent/designee. Unused days shall be returned to the sick leave pool. Upon mutual agreement of the Board and the Association, if there is a small amount of donated days in the Sick Leave Pool, a time period in addition to the yearly September donation time period can be established in order to ask teachers to donate sick leave days to the Sick Leave Pool.

F. The maximum number of sick leave pool days that may be claimed by any one teacher is one hundred twenty (120) days for each separate and distinct catastrophic illness, accident or long-term illness as certified by a doctor of the teacher.

G. When a teacher is approved for STRS disability retirement or for private disability insurance benefits during the one hundred twenty (120) days sick leave pool period, s/he must immediately utilize such benefits, and sick leave pool benefits shall cease.

1. The Board shall reimburse said teacher the difference between the gross disability payment and the gross salary payment for the remainder of the one hundred twenty (120) day sick leave pool period.

2. The Board shall reimburse said teacher the cost of life insurance coverage under the waiver of premium provision for the waiting period required by the insurance provider if the teacher does not receive reimbursement from another source. The waiver of premium period will continue in accordance with the terms of the life insurance plan document (certificate booklet).

3. The Board shall reimburse said teacher the cost of COBRA continuation of insurance benefits, up to the Board-paid monthly premium amounts, for the remainder of the one hundred twenty (120) days sick leave pool period, for the teacher and/or dependents covered at the time of application for sick leave pool usage.

8.08 Absence Without Authority

If there is no authority for payment to individuals for services not rendered, there must be a loss of pay. For a teacher, deductions are based on total days of employment.

8.09 Absence for Personal Leave

A. In each school year, each teacher may use three (3) days of unrestricted personal leave without loss of pay except as limited below.

1. Personal leave days shall not be used immediately before or after any vacation period if it is for vacation, entertainment, or recreation. In addition, personal leave for vacation, entertainment, or recreation shall not be used on the first or last student day of the school year.

a. These vacation periods shall be specified as: Thanksgiving, Winter Vacation, Martin Luther King Day, NEOEA Day, Presidents' Day, Spring Vacation, Memorial Day, and Labor Day.

b. Personal leave that is not considered to be for vacation, entertainment, or recreation – and which is thus not subject to the limitations described in 8.09A1a – includes, but is not limited to: family weddings, appearance in court, getting married, time required beyond that allowed by the Agreement for death and illness of a family member, family calamity, college business of son/daughter, school examination required for teacher, natural calamity, legal matters, organization meeting of which the teacher is an officer or representative, selective service physical, commencement of family member, moving, school conference, school activity, house emergency, car emergency, and funeral not covered under sick leave. A family member is defined as father, mother, brother, sister, husband, wife, child, parent-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchild, niece, nephew, first cousin, aunt, uncle, or any member of the family or household who clearly stands in the same relationship with the teacher as any of theses.

c. If leave for vacation, entertainment, or recreation is needed by the teacher and the time needed is adjacent to any vacation period or on the students' first/last day of the school year, the teacher could apply for Unpaid Leave in accordance with Section 8.19 of the Agreement.

2. Prior to using personal leave days, the teacher will notify the building principal that s/he will be absent for reasons of personal leave and will follow the established procedure for securing a substitute. Following

his/her return to school, the teacher will submit the Application for Personal Leave form (Appendix W) to the Director of Human Resources. Any questions regarding appropriate use of personal leave should be directed to either the Association President or the Director of Human Resources.

B. If additional absence is required for personal leave beyond the three (3) maximum days, the Director of Human Resources may grant such days with full deduction of pay or deduction only for the cost of a substitute.

C. At the end of each school year any unused personal leave days will be added to the teacher's total sick leave accumulation.

D. Staff members who have unused full personal days by the end of the third quarter may donate any/all of them back to the district in return for two sick days per personal day. (1 personal day = 2 sick days; 2 personal days = 4 sick days; 3 personal days = 6 sick days) These days would be available the following school year. Partial days cannot be converted. To determine its effectiveness, this provision will be reviewed by LTA and Administration by the end of the 2014-2015 school year.

E. Evidence indicating that absence for personal leave has been misused may be grounds for discipline as follows:

1. First instance: Loss of pay for each day misused. If misuse is a result of not stating that a personal leave day was for vacation, entertainment, or recreation adjacent to any vacation period or on the students' first/last day of the school year, and it actually was for vacation, entertainment, or recreation, there shall be one day suspension for each day misused and loss of daily substitute pay for each day misused.

2. Second instance: dockage of pay for day(s) misused plus a suspension, without compensation, not to exceed five (5) days. If the misuse was because the personal leave day was not stated to be for vacation, entertainment, or recreation adjacent to any vacation period or on the students' first/last day of the school year, and it actually was for vacation, entertainment, or recreation, there will be dockage of pay for day(s) misused, dockage of pay for daily substitute pay for the day(s) misused, plus a suspension without compensation, not to exceed five (5) days.

3. Third instance: dockage of pay for day(s) misused plus it shall be grounds for termination of contract. If the misuse was because the personal leave day was not stated to be for vacation, entertainment, or recreation adjacent to any vacation period or on the students' first/last day of the school year, and it actually was for vacation, entertainment, or recreation, there will be dockage of pay for day(s) misused, a dockage of pay for daily substitute

pay for the day(s) misused, plus it will be grounds for termination of contract.

E. Any teacher in question for misuse of personal leave will be notified in writing within two (2) weeks of the alleged misuse being discovered by the Board. No teacher will be disciplined without just cause. The teacher may appeal decisions of discipline through the normal grievance procedure provided in Article 10 of this Agreement. There shall be a five (5) year statute of limitations in being charged with any specific incidence of personal leave abuse.

8.10 School Business

Leave of absence may be granted by the Superintendent for the purpose of attending to school business or visitation of other schools, local or elsewhere, without loss of pay, and such leave shall not be deducted from the employee's leave with pay allowance. Visitation of teachers shall be recommended by the Principal. The Principal will clear requests with the Assistant Superintendent/designee.

8.11 Travel Time for Summer Study

A. For the purpose of reaching a college or university in time for participating in a regular summer school program for which not less than three (3) semester hours credit, or its equivalent, is awarded, travel time shall be granted at the rate of one day for each 500 miles, or major fraction thereof, without pay deduction.

B. The day of the leave shall be determined from the last day the participant can begin the program without prejudice as substantiated by the college or university. No travel expenses will be provided.

C. The teacher will be released by the Principal to begin the leave after providing assurance that all professional responsibilities related to assignments have been accomplished or detailed arrangements made for their accomplishment.

8.12 Parental Leave

A. A teacher employed by the Board, whether pregnant, adopting a child, or becoming a father, shall be eligible for a parental leave. A teacher can take parental leave any time between the birth of the child and the child's sixth birthday. One of the following options will be available.

1. One and Two Year Leaves

A teacher may request a leave of absence without pay for a period of one or two years plus the remainder of the present school year. A leave of absence shall be requested one year at a time, and each full year shall commence on the first day for teachers on the school calendar. Any

teacher returning to service at the expiration of a one or two year parental leave must resume the contract status held prior to such a leave and shall be reinstated to a position for which s/he is certificated/licensed. By March 15th of the year the leave expires, a teacher shall notify the Department of Human Resources of his/her intent to return. If the Department of Human Resources is not notified by March 15th the obligation to reemploy is nullified. The Department of Human Resources will send a reminder notice by March 1st. In special circumstances the Superintendent may extend this deadline.

2. Leave for the Remainder of School Year

A teacher who goes on parental leave during the school year may request a leave without compensation for the remainder of the school year and be guaranteed the contract status held prior to such a leave and shall be reinstated to a position for which s/he is certificated/licensed. The teacher must notify the Department of Human Resources of his/her intent to return by March 15th. If the parental leave begins after February 1st, the teacher must notify the Department of Human Resources of his/her intent to return by June 1st. In special circumstances the Superintendent may extend this deadline.

3. Leave During the School Year

A teacher may request a leave without compensation during the school year for not more than three months and be reinstated to the previous assignment.

4. Leave Limitation

Upon expiration of a parental leave, the teacher must return to active pay status for at least one hundred twenty (120) days before being entitled to any subsequent parental leave.

B. In any one of the above options, the teacher shall give the Board at least twenty (20) days notice before the leave is expected to begin. A teacher on active pay status for 60 days up to 119 days (during the school year in which the parental leave begins) will receive one-half year credit on the salary schedule. A teacher on active pay status for 120 or more days during the school year in which the parental leave begins will receive one year credit on the salary schedule.

C. A teacher shall not be entitled to the use of sick leave while on parental leave.

D. Except as otherwise provided in Section 8.21 of this Agreement, Family and Medical Leave Act of 1993 (FMLA), teachers on parental leave may continue to participate in group health insurance programs available through the Board by reimbursing the Board, in advance and on a monthly basis, the applicable premium rates.

8.13 Professional Leaves

The Superintendent may grant a leave of absence to a teacher for professional growth purposes. By March 15th, the teacher shall file with the Superintendent a plan for professional growth that shall include satisfactory evidence as to the nature and extent of such activity, the potential benefit to the school District, and the length of time devoted to such leave. Professional leaves of absence may be granted with partial compensation or granted without compensation. The time for which the leave of absence is approved will be counted in the total seniority of the teacher in the school District and toward advancement on the salary schedule. Professional leaves will not be granted for more than one year at a time. The following provisions will govern professional leaves in the school District:

A. A teacher with five (5) years of satisfactory service may be granted a professional leave for one (1) year with partial compensation. Partial compensation will be $12,500 or the difference between the base pay and the teacher's expected salary, whichever is greater.

B. A teacher on professional leave with partial compensation and/or benefits must return to the school District and teach two (2) years, or refund the portion of the salary and/or benefits paid during the leave.

C. A teacher's income from approved part-time employment or a grant shall not affect the Board's partial compensation as long as at least a majority of time is spent in Superintendent-approved professional growth pursuits. The teacher receiving partial compensation will enroll as a full-time student if attending a college or university.

D. A professional leave without compensation may be granted to a teacher with three successful years of teaching with the Lakewood City Schools.

E. For all professional leaves a satisfactory substitute must be available.

F. Professional leaves of absence will not be granted to more than five percent of the certificated staff at any one time.

G. Requests for the teacher's second leave will have the lowest priority of leaves available.

H. A teacher on professional leave for one (1) year must resume the contract status held prior to such leave and shall be reinstated to a position for which s/he is certificated/licensed.

I. The Board will pay single or family group insurance coverages for a teacher on professional leave with partial compensation.

J. Retirement will be paid for the teacher on professional leave with partial compensation according to the policies of the State Teachers' Retirement System.

K. A teacher with five years of satisfactory service may apply for an exchange teaching leave in another city, state or country.

1. Exchange teaching leave shall not exceed one year.

2. A teacher on exchange teaching leave must state his/her intent to return to the school District for a minimum of one year.

3. The Board may provide partial or full salary for exchange teachers.

4. Retirement and other benefits will be provided fully or partially within the limits of Ohio law and policies of the State Teachers' Retirement System.

5. A teacher on exchange teaching leave must resume the contract status held prior to such exchange teaching and shall be reinstated to a position for which s/he is certificated/licensed.

6. The Board will continue to pay single or family group insurance coverages for a teacher on exchange teaching leave.

L. Nothing in the above section shall prevent a returning teacher from requesting a change in assignment.

8.14 Assault Leave

A. A teacher who is absent due to disability resulting from a physical assault which is unprovoked and occurs on or around Board premises, during school-sponsored activities, or is clearly related to his/her employment with the Board, will be maintained on full pay status during the period of such absence, up to a maximum of ninety (90) working days (see Appendix Y). In extreme cases where more than 90 days may be needed, the Superintendent and the LTA President will jointly review the case and the Superintendent will make the final decision as to the eligibility of the applicant. This leave does not involve the use of sick leave.

B. In order to receive assault leave, a Worker's Compensation claim must be filed. Compensatory damages awarded to a teacher through the Worker's Compensation Act of Ohio shall be remitted to the Board for the time period the teacher is on assault leave.

C. In the event of such an assault, the Board will provide the teacher with all necessary assistance in taking legal action against the assailant. This assistance shall not include any attorney fees.

8.15 Military Leave

Military Leave shall be in accordance with the applicable sections of the Ohio Revised Code.

8.16 Leave of Absence Due to Illness or Disability

A. Upon the written request of a teacher, the Board shall grant a leave of absence without pay for a period of not more than two (2) consecutive school years for illness or other disability. Upon subsequent request, such leave may be renewed by the Board.

B. The Board may require a similar leave, as in Section 8.19 A, and renewals thereof to any teacher because of physical or mental disability; but such teacher may have a hearing on such unrequested leave of absence or its renewals in accordance with ORC 3319.16. Upon return to service at the expiration of a leave of absence, the teacher shall resume the contract status held prior to such leave and shall be reinstated to a position for which s/he is certificated/licensed.

8.17 Subpoena/Jury Duty Leave

A teacher who serves as a juror or is involuntarily summoned or subpoenaed by a court shall be granted leave without loss of pay or other emoluments for days covered by the summons, subpoena or jury duty. The teacher shall not be required to remit any compensation for jury duty to the Board. Each teacher who is summoned or subpoenaed shall submit a copy of said summons or subpoena to the Department of Human Resources. Each teacher should follow the normal procedures in securing a substitute.

8.18 Professional Teacher Education Opportunity Activities

A. Any member of the faculty authorized by the administration to attend a meeting, convention, teacher education opportunity or to participate in other school business functions is to complete the form found in Appendix Z and shall have a substitute provided if required. Such form should be completed at least one month prior to attendance dates if possible, but must be completed before attendance at the event. This time shall not be considered part of the personal leave.

B. Travel Expense Reimbursement

1. Travel expenses shall be reimbursed at their actual amount up to a $300.00 maximum.

2. Personal auto use shall be reimbursed at the current IRS rate per mile in effect at the beginning of the school year, computed from Lakewood.

3. ORIGINAL receipts are required for airline, taxi, tolls, and for parking reimbursement.

4. Use Appendix Z for travel expense reimbursement.

C. Registration

1. Registration fees shall be reimbursed at their actual amount, but not to include a membership fee in the organization.

2. Individual receipts are required.

3. There will be no reimbursement for meeting events which are primarily social events or general interest tours or activities.

4. Lodging and meals

a. Individual original receipts are required for all expenses.

b. Reimbursement cannot be made for tips and/or alcoholic beverages.

c. Meals shall be reimbursed at their actual amounts up to forty (40) dollars per day.

d. Every effort will be made to reimburse lodging at its actual amount. If actual reimbursement cannot be made, allowable reimbursement will be indicated by the Superintendent/designee on the form found in Appendix Z.

8.19 Unpaid Leave

A. When no other leave is applicable, unpaid leave may be granted to a teacher upon request and specification of reasons.

B. Upon returning from the unpaid leave that commenced and ended in the same school year, a teacher must resume the same contract status held prior to such leave, and shall be guaranteed the same position s/he held prior to the taking of

the leave, unless that position has been eliminated. In the above instance, seniority and certification/licensure will be used to determine his/her position within the school District. However, the teacher may request a change in assignment and said request may be granted.

C. Upon returning from an unpaid leave that commenced in one school year end ended in another school year, a teacher must resume the contract status held prior to such leave, and shall be reinstated to a position for which s/he is certificated/licensed.

D. The decision to grant unpaid leave will be made by the Superintendent.

8.20 Calamity Days

When school is called off due to a calamity day, no sick leave, personal leave, or Association leave shall be charged against any teacher for that calamity day. In the event the closure of any or all buildings in the Lakewood City School occurs, make up days shall be scheduled at the discretion of the Superintendent with input from LTA.

8.21 Family and Medical Leave Act of 1993 (FMLA)

A. Eligibility

1. An eligible teacher may take up to twelve (12) work weeks of unpaid leave ("FMLA leave") in any school year (August 1st through July 31st) for one (1) or more of the following circumstances:

   a. the birth of a teacher's child and to care for the child up to age one;

   b. the placement of a child with a teacher for adoption or foster care, up to a twelve (12) month period after the placement;

   c. to care for the spouse, child, or parent of a teacher when that family member has a serious health condition;

   d. the teacher's inability to perform the functions of the position because of the teacher's own serious health condition.

2. To be eligible for FMLA Leave, the teacher must:

   a. have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and

   b. have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA leave.

B. Serious Health Condition - Defined

1. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

a. *Inpatient care* (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility including any period of *incapacity* (defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom), or any subsequent treatment in connection with such inpatient care

b. *Continuing treatment* by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

(1) A period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:

(a) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services

(b) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider

(2) Any period of incapacity due to pregnancy, or for prenatal care

(3) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

(a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

(c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy. etc.)

(4) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. (Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.)

(5) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.). severe arthritis (physical therapy), kidney disease (dialysis).

c. Treatment for purposes of paragraph 1 of this section includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications (e.g., aspirin), or bed-rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

d. Conditions for which cosmetic treatments are administered are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this section are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

e. Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken

for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

f. Absences attributable to incapacity under paragraphs B1b(2) and (3) qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. (Examples: an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level; a pregnant employee may be unable to report to work because of severe morning sickness.)

2. "Health care provider" is defined as:

a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or

b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law; and

c. Nurse practitioners and nurse-midwives who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law; and

d. Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.

3. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required. Treatments for allergies or stress, or for substance abuse, are serious health conditions if all the conditions of the regulation are met. Prenatal care is included as a serious health condition. Routine preventive physical examinations are excluded.

4. In cases in which the Board employs both the husband and wife, the total amount of FMLA leave for the couple for the birth or placement of a child or to care for an ill parent (not "parent-in-law") is limited to a total of

twelve (12) weeks. Where the husband and wife both use a portion of the total twelve (12) week FMLA leave entitlement for one (1) of the reasons in this paragraph, the husband and wife would each be entitled to the difference between the amount he or she has taken individually under this paragraph and twelve (12) weeks for FMLA leave for a purpose other than those contained in this paragraph.

5. FMLA does not limit or enlarge entitlement to paid or unpaid leave for which a teacher is otherwise eligible under the Agreement.

C. Notice

1. The teacher shall provide the Director of Human Resources with no fewer than thirty (30) days prior written notice to take unpaid FMLA leave for the birth or placement of a child when the teacher's need for leave is foreseeable.

2. Whenever unpaid FMLA leave is necessitated by the serious health condition of the teacher or her/his family member and is foreseeable based upon planned medical treatment, the teacher shall provide the Director of Human Resources with no fewer than thirty (30) days prior written certification (Appendices FF and X or Appendices GG and X) issued by a health care provider to support her/his request for leave. If a teacher requires intermittent leave or a reduced work schedule as set forth below, the teacher shall provide the Director of Human Resources with no fewer than thirty (30) days prior written certification (Appendices HH and X) if the need for leave is foreseeable.

3. If the teacher's need for leave is not foreseeable, notice must be given as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. It is expected that a teacher will give notice to the Director of Human Resources within one (1) or two (2) working days of learning of the need for leave, except in extraordinary circumstances. The teacher should provide notice to the Director of Human Resources either in person or by phone, telegraph, facsimile ("fax") machine or other electronic means. Notice may be given by the teacher's representative (e.g., a spouse, family member, or other responsible party) if the teacher is unable to do so personally.

D. Calculation of Total Unpaid/Paid FMLA Leave

1. The Board shall require that paid sick leave taken under Article 8 of the Agreement shall be counted as FMLA leave if (1) the reasons for taking it qualify as FMLA reasons and (2) if the teacher had been notified by the Director of Human Resources while on paid sick leave that this leave would be counted as FMLA leave.

2. Where a teacher has earned paid personal leave days, this paid leave shall be substituted, at the teacher's request, for all or part of any unpaid FMLA leave relating to both placement of a child for adoption or foster care or to care for a teacher's own serious health condition or that of a family member.

3. Where a teacher has earned paid sick leave days, this paid leave shall be substituted to care for a family member or for the teacher's own serious health condition.

4. When a teacher has been on sick leave for three (3) or more days, if the teacher is notified by the Board that said sick leave days qualify as FMLA leave and if the teacher does not believe s/he meets the criteria of a serious health condition, the teacher must notify the Director of Human Resources within fifteen (15) days of receiving the notice and shall explain why his/her sick leave use does not meet the criteria of a serious health condition. Unless the teacher again hears from the Director of Human Resources on this specific situation, the Director of Human Resources will correct the personnel files to reflect that said sick leave use shall not also be considered to be FMLA leave. If the teacher does not notify the Director of Human Resources within fifteen (15) days, the correction will not be made.

5. When a teacher uses personal leave days, if the teacher is notified that said personal leave days qualify as FMLA leave and if the teacher does not believe s/he meets the FMLA criteria, the teacher must notify the Director of Human Resources within fifteen (15) days of receiving the notice and shall explain why his/her personal leave use does not meet the criteria of FMLA leave. Unless the teacher again hears from the Director of Human Resources on this specific situation, the Director of Human Resources will correct the personnel files to reflect that said personal leave use shall not also be considered to be FMLA leave. If the teacher does not notify the Director of Human Resources and within fifteen (15) days, the correction will not be made.

E. Intermittent Leave and Reduced-Work Schedule

1. Intermittent leave means leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of intermittent leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six months, such as for chemotherapy.

2. When medically necessary, a teacher may take intermittent FMLA leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the teacher has a serious health condition. The teacher shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

3. Where FMLA leave is taken because of birth or placement for adoption or foster care, a teacher may take leave intermittently or on a reduced leave schedule only if the Board agrees.

4. Where a teacher who is principally employed in an instructional capacity requests intermittent FMLA leave or FMLA leave on a reduced work schedule, and where the teacher would be on FMLA leave for more than twenty percent (20%) of the total number of working days over the period during which the FMLA leave would extend, such teacher must elect either:

   a. to take FMLA leave for a period or periods of a particular duration, not greater than the duration of the planned medical treatment; or

   b. to transfer temporarily to an available alternative position (if any) offered by the Board for which the teacher is qualified, as long as the alternate position has equivalent pay and benefits and the Board has determined that this alternate position better accommodates recurring periods of leave than the regular employment position of the teacher.

F. Leave Near End of Semester

1. If a teacher begins any unpaid FMLA leave more than five (5) weeks prior to the end of a semester, the Board may require the teacher continue taking leave until the end of the semester, if:

   a. the leave is of at least three (3) weeks duration, and

   b. the return to employment would occur during the three (3) week period before the end of the semester.

2. If a teacher begins unpaid FMLA leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five (5) weeks prior to the end of the semester, the Board may require the teacher to continue taking unpaid FMLA leave until the end of the semester, if:

   a. the unpaid FMLA leave is of greater than two (2) weeks duration, and

b. the return to employment would occur during the two-week period before the end of the semester.

3. If a teacher begins unpaid FMLA leave because of the birth or placement of a child or in order to care for a spouse, child for a serious medical condition during the period that commences three (3) weeks prior to the end of the semester and the duration of the unpaid FMLA leave is greater than five (5) working days, the Board may require the teacher to continue to take leave until the end of the semester.

4. When a teacher is required to take leave until the end of a semester and the teacher's leave entitlement under unpaid FMLA ends before the involuntary leave period is completed, the Board is required to maintain health benefits and must restore the teacher and provide other FMLA entitlements when the period of leave ends.

G. Medical Opinion

For unpaid FMLA leave the Board retains the right, at its own expense, to require the teacher to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the teacher to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA leave. The teacher and Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the teacher does not attempt in good faith to reach agreement, the teacher will be bound by the second certification.

H. Benefits

The Board shall maintain coverage under the group health plan for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the teacher had continued to work and not taken leave. These group health plans include hospitalization, major medical, dental, prescription drug, and vision. The teacher may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the teacher's own expense. Payment of the teacher's required contribution toward the premium (if any) is due the first day of each month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA leave. The teacher shall not accrue seniority, sick leave or any other employment benefits during the unpaid FMLA leave.

I. Return to Work

1. When a teacher is medically able to return to work after a serious health condition for unpaid FMLA leave, she/he shall provide the Board with a statement from his/her health care provider (Appendices II and X) that the teacher is able to resume the job functions for his/her position.

2. At the end of unpaid FMLA leave, the Board shall restore the teacher to the same or to an equivalent position with equal benefits, pay and other terms and conditions of employment.

3. Should a teacher not return to work at the end of the unpaid FMLA leave or contractual leave that is adjacent to the FMLA leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the teacher's control, the teacher shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period. A teacher shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification (Appendices FF and X) from the teacher's health care provider shall be provided in a timely manner, and no later than thirty (30) days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA leave.

J. Inconsistencies Between the Agreement and FMLA

All terms which are not defined in Section 8.21 of the Agreement shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993. If there are any inconsistencies between Section 8.21 of the Agreement and the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

ARTICLE 9. DISCIPLINE

9.01 Building Procedures/Rights and Responsibilities of Teachers and Students

A. Each individual teacher has the right to govern his/her class by rules s/he chooses, so long as they are not in conflict with the basic rules of the school, the Board, or the Ohio Revised Code. The teacher has the accompanying responsibility of enforcing the school rules in all school situations outside his/her classroom.

B. Although all students are expected to attend all classes, the effect of attendance upon student evaluation is to be determined by the individual teacher in consultation with the building principal. The administration in the individual buildings shall take responsibility in directing teachers in this area.

C. Principals will have a written policy or procedures to be used by teachers for dealing with classroom misbehavior, violence, disruptive actions, emotionally tense situations, and truancy within the framework of the basic rules. Teachers may refer "Special Problems" (psychological, physical, others) to the building administration in terms of reporting absence and providing summaries of attendance when requested.

ARTICLE 10. FRAMEWORK FOR GRIEVANCE PROCEDURE

10.01 Preamble

The Board, the Administrative Staff of the Lakewood City Schools, hereinafter referred to as the "Administration," and the Association mutually recognize that it is important to the efficient functioning and morale of the school system to have a procedure whereby problems pertaining to the violation, interpretation or application of established policies and procedures of the Board may be quickly and smoothly resolved. Frequently these misunderstandings are resolved informally through discussions between the parties involved. The primary purpose of grievance procedures is to secure, at the lowest possible levels, equitable solutions to problems in the least possible time when informal resolution of differences has not been successful. To this end the following procedures are established. The resolution of real or alleged violations should be motivated toward a solution that is satisfactory to the teacher, Administration, Association, and Board.

10.02 Definitions

A. "Grievance" shall mean a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of this Agreement between the Association and the Board, unless excluded elsewhere in the Agreement and which reaches the Level One Procedure within forty (40) days of the action or inaction which precipitated the issue.

Any grievance involving the violation, misinterpretation or misapplication of established Board policy or established rules and regulations and the procedure, reasons and decision to non-renew for performance reasons the limited contract of a teacher may be processed through Level Two of this procedure. The time limit in paragraph one is equally applicable to this paragraph.

B. Teacher: any teacher or group of teachers (e.g., the Association) recognized by Section 1.01 of this Agreement who is under contract to the Board.

C. Teacher Associate: any individual selected by the teacher, without limitation. This could be an Association representative, legal counsel, witness or representative of the Ohio Education Association or the National Education Association.

D. Administrator: any administrator employed by the Board with the power to act at any level as designated by the Superintendent.

E. Administrative Associate: any individual selected by the administrator, without limitation. This could be a representative from a professional organization, legal counsel and/or witness.

F. Superintendent: the Superintendent or his/her designated representative.

G. Days: shall be interpreted as days in the officially adopted school calendar specified as teacher duty days, or in the event a grievant may suffer irreparable damage during the summer vacation period, "days" shall mean office working days of the Board.

H. Parties in interest: those participants involved in the grievance procedure at any level.

10.03 Preliminary Grievance Procedures

A. A teacher should first attempt to solve the issue informally with the immediate supervisor.

B. A teacher unable to solve an issue informally, may institute a Level One Procedure with the Superintendent and thus establish a formal grievance.

C. If the Association files a grievance, it is assigned to a Level as specified by the Superintendent.

10.04 Level One Procedures

A. The delivery of written notice of the grievance to the Superintendent shall constitute commencement of the grievance (see Appendix AA). The Superintendent shall assign an administrator to conduct the Level One hearing. However, the administrator assigned to conduct the Level One hearing shall not be the administrator who was responsible for the decision/action that is being grieved.

B. A Level One hearing, or hearings as necessary, shall be scheduled within five (5) days of receipt of grievance notice.

C. Participants at Level One Procedure shall be:

1. the teacher
2. a member of the Association PR&R Committee or designee
3. not more than two (2) additional teacher associates if requested by the teacher
4. not more than two (2) administrators assigned by the Superintendent
5. not more than two (2) administrative associates if requested by the administrator
6. not more than three (3) members of the Association if the grievance is instituted by the Association

D. It shall be the administrator's responsibility:

1. to investigate the circumstances surrounding the grievance

2. to provide written copy of the disposition and reasons for the disposition of the Level One hearing within seven (7) days to all participants
3. to provide the teacher and Association the opportunity to react to the disposition before it becomes final

E. If the participants at this level reach written agreement within eight (8) days after the first Level One hearing, the grievance is terminated.

F. If the participants at this level cannot reach agreement within eight (8) days of the first Level One hearing, unless a mutually agreeable date for extension of the deadline is established, the grievance becomes a Level Two grievance. A written statement setting forth the areas of disagreement should be forwarded to Level Two (see Appendix BB).

10.05 Level Two Procedures

A. Either a written statement setting forth areas of disagreement in paragraph 10.04 (F), or a written statement setting forth the administrator's disposition and the reasons therefore, together with a written statement by the grievant setting forth his/her objections and the reasons therefore, shall be delivered to the Superintendent within seven (7) days of receipt of the Level One disposition (see Appendix BB).

B. The Superintendent or administrator shall schedule a Level Two hearing within seven (7) days of receipt of the statements referred to in paragraph 10.05 (A).

1. The administrator who conducts the Level Two hearing cannot be the same administrator who conducted the Level One hearing. Additionally, the administrator assigned to conduct the Level Two hearing shall not be the administrator who was responsible for the decision/action that is being grieved.

2. The Superintendent, even if s/he was responsible for the decision/action being grieved, shall conduct at least three (3) Level Two hearings during any school year, if that many grievances reach Level Two. The three (3) Level Two hearings that are conducted by the Superintendent shall be determined by the Association.

3. If the Superintendent is not conducting the Level Two hearing, the grievant shall have three (3) days after the Level Two hearing to provide any and all documentation to the Superintendent that the grievant feels is necessary for the administrator to make a determination about the grievance.

C. Participants at this meeting shall be:

1. the teacher
2. a member of the Association PR&R Committee or designee
3. not more than two (2) additional teacher associates if requested by the teacher
4. not more than two (2) administrators assigned by the Superintendent
5. not more than two (2) administrative associates if requested by the administrator
6. not more than three (3) members of the Association, if the grievance is instituted by the Association

D. It shall be the responsibility of the Superintendent or administrator:

1. to investigate circumstances surrounding the grievance

2. to render a disposition on the grievance within ten (10) days of the first Level Two hearing

3. to provide the teacher and Association the opportunity to react to the disposition before it becomes final

E. If the participants at this level cannot reach agreement within ten (10) days after the first Level Two hearing, unless a mutually agreeable date for the extension of the deadline is established, the grievance becomes a Level Three grievance.

10.06 Level Three Procedures: Arbitration

A. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, s/he may, within five (5) days, request in writing that the chairperson of the Association PR & R Committee submit his/her grievance to binding arbitration by an outside arbitrator in accordance with the Rules of the American Arbitration Association.

B. The Association PR & R Committee shall, within five (5) days after receipt, review the grievance and the answer and, if it desires, advise in writing the Superintendent of its desire to proceed to arbitration (see Appendix CC). In other words, in order to advance the grievance to arbitration, the Association must notify the Superintendent of its desire to proceed to arbitration within ten (10) days of the grievant's receipt of the Level Two disposition.

C. Within ten (10) days after receipt of the request for arbitration, representatives of the Association shall send a letter to the American Arbitration Association requesting a list of seven (7) National Academy arbitrators. A copy of said correspondence shall be provided to the Superintendent. Within five (5) days of receipt of this list, an arbitrator shall be selected by the alternate strike method.

Either party shall be entitled to request a second list and, if a second list is requested, the parties shall, within five (5) days of the receipt of the second list, select an arbitrator by the alternate strike method.

D. Once the arbitrator has been selected, s/he shall conduct a hearing on the grievance in accordance with the rules and regulations of the American Arbitration Association.

E. The arbitrator shall hold the necessary hearing promptly and issue the disposition within such time as may be agreed upon. The disposition shall be in writing and a copy sent to all parties present at the hearing. The disposition of the arbitrator shall be binding on the Board, the Administration and the Association.

F. The grievant(s), Association President, Association PR & R Committee Chairperson, and any witnesses who are employees of the Lakewood City School District and who are subpoenaed by an arbitrator shall be permitted to participate in or be present at the arbitration hearing with no loss of salary nor shall the time be applied toward any leave.

G. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

H. Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne three-quarters (3/4) by the losing party and one-quarter (1/4) by the winning party.

10.07 Rights of Parties in Interest

A. Since a grievance is at issue and not a teacher or administrator, the fact that a teacher institutes a grievance, or the fact that an administrator is involved in any such grievance, shall not be recorded in:

1. his/her file in the Department of Human Resources
2. any file used in a transfer within Lakewood
3. any process or promotion within Lakewood
4. any requests/recommendations for re-employment or other employment in or outside Lakewood
5. any Association file on teachers or administrators or on any requests, recommendations, or surveys forwarded by the Association to any other group or agency

B. The teacher, teacher associates, administrator, administrator's associates, or Association shall not be placed in jeopardy or be the subject of reprisal or discrimination for having followed this grievance procedure. No reprisal of any kind shall be taken by or against any participant in the Grievance Procedure by reason of such participation.

C. The Superintendent and the Association President shall:

1. receive notice of each Level hearing

2. be given a copy of any recommended grievance disposition

10.08 Miscellaneous

A. Teachers, teacher's associates, administrators, administrator's associates, and Association members shall exercise mature discretion in discussing any grievance matters, treating all matters relating to grievance as confidential.

B. A grievance may be withdrawn at any level without prejudice.

C. When a grievance is satisfied at Level One, Two, or Three, the solution shall be reduced to writing and signed by the teacher or Association and Superintendent or administrator.

D. Readily available information necessary to the determination and processing of the grievance shall be made available to parties of interest.

E. The forms necessary to implement the grievance procedure shall be designed through the mutual agreement of the Superintendent/administrator and the Association. The Superintendent/administrator shall be responsible for the printing, maintenance and distribution of such forms to facilitate the operation of the grievance procedure.

F. Grievance hearings shall be so scheduled, both with respect to time and place, to avoid as nearly as practicable conflict and interference with school and employment schedules.

G. Any grievance already in process at the end of the school year shall continue to be handled by those personnel serving at the institution of that grievance, providing those personnel are still employed by the Board.

H. If a grievance is not filed or advanced to the next Level within the specified time limits at any step of the Grievance Procedure, the grievance shall be waived. Failure of the Administration, at any step of the Grievance Procedure, to communicate a written disposition of a grievance within the specified time limits shall permit the grievant to advance the grievance to the next Level of the Grievance Procedure without loss of remedy.

I. Any and all grievance timelines may be extended by mutual written agreement of both parties.

ARTICLE 11. PROFESSIONAL NEGOTIATIONS PROCEDURES

11.01 Recognition

A. The procedures set forth in this Article shall govern negotiations conducted between the Board and the Association.

B. The parties recognize that negotiations is a shared process and pledge themselves to conduct the negotiations in good faith and in accordance with the procedures contained herein. "Good faith" involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. "Good faith" requires that the two negotiating teams be willing to react to each other's proposals. If a proposal is unacceptable to one of the negotiating teams, that team is obligated to give reasons but this does not require either party to agree to a proposal or require the making of a concession.

11.02 Directing Requests for Negotiations

Requests from the Association for the initiation of negotiations will be made in writing directly to the Superintendent. Requests from the Superintendent will be made in writing to the President of the Association.

11.03 Negotiations Meetings

A. Either the Board or the Association shall initiate negotiations by serving written notice to the other party no fewer than ninety (90) days prior to the expiration of this Agreement. The party giving notice will notify the State Employment Relations Board.

B. The initial meeting shall be held for the purpose of permitting both parties to submit to the other in writing all of their proposals for negotiations. Proposals shall in form and detail specify that to which agreement is sought in terms acceptable to the proponent without clarification or supplementation which, if agreed to by the other party, shall express the whole agreement between the parties with respect thereto. Topical listings of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded. Thereafter neither party shall be permitted to submit additional items for negotiations unless agreed to by both parties. This paragraph may be modified by mutual agreement of the parties.

C. Should the chairperson of the Association negotiations team request it, the first meeting of the negotiation teams shall be held with the Board present in executive session. Should the Board team request it, a similar initial meeting will be held with the Negotiations Committee of the Association. All succeeding negotiations meetings shall be held with only the negotiations teams present unless mutually agreed by both parties to be otherwise.

11.04 Agreement

When an agreement is reached through negotiations, the Agreement shall be reduced to writing and submitted first to the Association and then to the Board for approval. The Association negotiators shall recommend and urge approval, and the Board negotiators shall recommend and urge approval. Following approval by the Association, the Agreement shall be submitted for approval by the Board. Upon approval, the Board shall adopt a resolution setting forth the Agreement. The Agreement shall then be signed by the president of the Board and the Association and the Superintendent of schools. The resulting agreement shall be a binding contract between the Board and the Association. No provisions of the resulting agreement shall discriminate against any staff member on the basis of membership or non-membership in the Association.

11.05 Disagreement

A. Not less than the forty-fifth (45) day prior to the expiration of this Agreement, if agreement is not reached on all items under discussion, either the Board or the Association shall have the right to declare the unresolved issues to be at impasse.

B. If either party declares impasse, the parties shall jointly request the Federal Mediation and Conciliation Service to appoint a federal mediator for the purpose of assisting the parties in reaching an agreement. The parties agree that the use of mediation as set forth immediately above constitutes the parties' mutually agreed upon dispute resolution procedure and shall take precedence over any inconsistency with or alternative procedure set forth in ORC 4117.14.

11.06 Representation

A. Each party, both the Board and the Association, shall designate a team of not more than five (5) representatives to represent it in the negotiations and shall present the names of the representatives, including the names of three (3) alternates and the chairperson for each group, to each other five (5) days in advance of the first negotiations. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

B. Only those so designated shall attend the negotiating meetings except that the Board and the Association may each have in attendance two persons as consultants. In the event it becomes impossible for one or more of the Board or the Association negotiators to attend a negotiating meeting, a substitute may be designated from one of the previously named alternates. Such alternate may attend and discuss but may not be the chairperson.

C. While no final agreement shall be executed without approval by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach agreements in the course of negotiations.

11.07 Co-Facilitated Committees

The parties may appoint co-facilitated committees to do research and make reports and recommendations on matters under consideration. The groups shall make all reports to both parties. The reasonable costs for such groups shall be shared equally by the Association and the Board so long as a written understanding of the proposed costs is agreed upon before the costs are incurred.

11.08 Information

The parties agree to furnish each other, upon request and in reasonable time both prior to and during negotiations, readily available information concerning financial resources of the District and such other readily available information as will assist the parties in their negotiations.

11.09 While Negotiations are in Progress

A. Recesses

The chairperson of either committee may recess his/her group for independent caucus at any time. Caucuses shall be of reasonable length.

B. Protocol

No action to coerce, censor or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiation process.

C. Item Agreement

As negotiation items receive tentative agreement they shall be reduced to writing and initialed by the chairperson of each committee.

D. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.

E. Minutes

Both parties have the right to take minutes.

11.10 Interim Negotiations

A. Upon agreement of both parties to negotiate during the term of this Agreement and in accordance with Section 4117.08 of the Ohio Revised Code, negotiations shall begin within ten (10) calendar days after either the Board or the Association requests, in writing, to negotiate. In the event the parties fail to reach agreement within twenty (20) calendar days after the first negotiations session, the parties agree to contact the Federal Mediation & Conciliation Service (FMCS) for assistance in resolution of the disagreement. This mediation is the parties' mutually agreed to dispute resolution procedure which supersedes and takes precedence over any inconsistency or alternative procedure set forth in Section 4117.14 of the Ohio Revised Code.

B. If agreement is not reached within twenty (20) calendar days after the first mediation session, the provision of ORC 4117.14(D)(2) shall apply.

11.11 Non-Traditional Negotiations

The parties shall meet at least six (6) months prior to the expiration of the Agreement to discuss and decide whether an alternate negotiations procedure (e.g., Interest Based Bargaining) shall be used instead of the traditional procedure described above. If an alternative negotiations procedure is agreed upon by the parties, ground rules will be established, and 11.03B, 11.03C, 11.06A, and 11.06B shall be waived.

ARTICLE 12. COMMUNICABLE DISEASES

12.01 Purpose and Definitions

A. The purpose of these procedures is to describe the manner and method(s) of handling the issues raised when a teacher is diagnosed as having a communicable disease. A communicable disease is one that encompasses all of the following: (1) poses a significant risk of infecting others in a work place; (2) poses a direct threat to the health and/or safety of the teacher or others; and (3) poses a genuine significant risk of substantial harm which cannot be eliminated or reduced to below the level of "direct threat" by reasonable accommodation.

B. These procedures do not automatically prohibit a teacher with a communicable disease from performing his/her assigned duties. There will be no mass mandatory testing to determine if a teacher has a communicable disease. Additionally, there will be no mandatory testing of an individual teacher without just cause. However, school physicians (in accordance with ORC 3313.71) may make examinations of teachers and other school employees as in their opinion the protection of health of the pupils, teachers and other school employees require. Additionally, and in accordance with ORC 3313.71, the school physician may immediately (but temporarily) exclude the teacher from the work place who is found to be ill or suffering from a communicable disease. The school physician shall advise the teacher that s/he should consult his/her family physician. If a subsequent medical examination discloses that the teacher has a communicable disease, the procedures outlined in Section 12.02 below shall be followed. Any temporary exclusion shall (1) not exceed fourteen (14) calendar days (2) be with salary and fringe benefits and (3) not be charged against any form of leave.

C. Decisions about each teacher with a communicable disease are to be made on a case-by-case basis in accordance with currently available objective medical information and other factual evidence. A determination to exclude a teacher from performing his/her assigned duties shall be based on a consideration of the following factors: (1) the duration of the risk (i.e., how long the carrier is infectious); (2) the nature of the risk (i.e., how the disease is transmitted) and the severity of the risk (i.e., the potential harm to third parties); (3) the likelihood that the potential harm will occur; (4) the imminence of the potential harm; and (5) whether the teacher can perform the essential functions of his/her job with reasonable accommodation.

12.02 Procedures

A. When a teacher with a communicable disease either voluntarily discloses his/her diagnosis, is identified via medical documentation from a physician, or is identified via the procedure outlined in Section 12.01B (above), notification shall be made to the Superintendent who will notify the Lakewood City Schools' physician.

B. The school physician shall notify the Lakewood health commissioner if required to do so by law.

C. The school physician shall request written release of pertinent medical information (see Appendices DD and X) from the teacher with a communicable disease and his/her health care provider(s). The school physician will share the information with the medical review team.

D. The school physician shall convene a medical team within seven (7) days of the identification/documentation in order to review the teacher's medical status and make appropriate recommendation(s) to the Superintendent. Such review team shall be comprised of:

1. the employee's primary care physician
2. a physician specializing in communicable diseases
3. physician, Lakewood Health Department (if required by law)
4. a school physician, who shall act as chairperson of the medical review team.

E. The review team shall submit a written report of its findings and recommendations to the Superintendent within five (5) calendar days. The team's written report should represent all members of the medical review team. The medical review team shall only be responsible for reviewing medical data/records and advising the Superintendent/Board about the teacher's functional abilities and limitations in relation to job functions, and about whether the individual meets the Board's health and safety requirements. The medical review team shall not be responsible for making employment decisions or determining whether or not it is possible to make a reasonable accommodation for the teacher with the communicable disease. The medical review team's recommendations and/or conclusions shall focus on two concerns: (1) whether the person is currently able to perform his/her specific job, with or without an accommodation; and (2) whether the person can perform his/her job without posing a "direct threat" to the health or safety of others.

F. The Superintendent will make a decision based on medical information concerning employment assignment within two (2) calendar days after receiving the written report of the medical review team. The teacher with the communicable disease will only be excluded from the assignment/reassignment if his/her condition poses an immediate, direct threat to the health and/or safety of others which cannot be eliminated or reduced to a medically acceptable level by reasonable accommodation; or the teacher is unable to perform the essential functions of his/her job with reasonable accommodation.

G. A teacher who is excluded from assignment/reassignment shall be (1) entitled to all contractual paid sick leave benefits; (2) entitled to utilize FMLA leave as provided in Article 8; (3) entitled to remain on unpaid sick leave status for up to two (2) years after paid sick leave has expired; and (4) entitled to apply for disability retirement benefits, if eligible, at any time. A teacher shall not be non-renewed, terminated, or otherwise separated from employment solely due to having been diagnosed with a communicable disease. However, if the teacher has exhausted any available leave(s) and is not otherwise able to return to work due to posing a direct threat of harm or being unable to perform the essential functions of the job (with reasonable accommodation) his/her employment will be terminated in accordance with ORC 3319.16.

12.03 Confidentiality

Information about the identity and condition of a teacher with a communicable disease shall not be disclosed by the medical review team or by the Superintendent to anyone other than the Assistant Superintendent, Director of Human Resources, Director of Student Services, principal and school nurse at the school(s) of the teacher with a communicable disease. Those notified will observe complete confidentiality.

12.04 Follow Up

A. The medical review team shall maintain an active role in monitoring the teacher's medical condition.

B. The teacher's primary care physician shall work with the teacher regarding any change in health status and shall notify the school physician of any change.

C. If any new information is brought to the attention of the school physician or any member of the medical review team, the procedures outlined in Sections 12.02 and 12.03 will be followed.

12.05 Students Identified as having a Communicable Disease

A. Information about the identity and condition of any student with a communicable disease shall not be disclosed by the medical review team or by the Superintendent to anyone other than those teachers and other staff members responsible for the student so that adequate supervision may be maintained. Those notified will observe complete confidentiality.

B. The medical review team shall maintain an active role in monitoring the student's medical condition.

C. Any change in the information about the condition of any student with a communicable disease shall only be given to personnel identified in Section 12.05.A and said personnel shall observe complete confidentiality.

D. No teacher, other than nurses, shall be required to perform any medical procedure (including but not limited to cleaning and bandaging cuts/abrasions, gastrostomy tube feedings, tracheostomy suctioning and catheterizations) on any student. No teacher shall be required to clean up body fluids of any student. The teacher will, however, make a reasonable attempt to assist the child in acquiring first aid or medical support from the school nurse or designee.

ARTICLE 14. INDIVIDUAL/SMALL GROUP INSTRUCTORS

14.01 Definition

A. An Individual/ Small Group Instructor (ISGI) is that certificated/licensed person who is under an hourly tutor contract. Such instructors shall include all tutors except home instruction and competency tutors.

B. This Article and Articles 1, 4, 7, 9, 10, 11, 12, 16, 17, 19, 20, 21, 23, 28, and Sections 5.09D, 6.03, 6.04, 6.05, 6.06, 8.05, 8.06, 8.07, 8.10, 8.14, 8.15, 8.16, 8.17, 8.18, 8.19, 8.20, and 8.21 are the only Articles of this Agreement that are applicable to ISGIs.

14.02 Employment/Filling Vacancies

A. Each ISGI will be notified of teacher position openings including all summer postings. An ISGI who desires employment shall be considered before a person new to the Lakewood City Schools.

B. An ISGI being hired as a teacher may waive up to six (6) years of experience as an ISGI in Lakewood. Said teacher shall receive a one-time payment of $750 for each year waived to be paid in the first check in October. Said teacher shall also receive one year of service applied toward a continuing contract status. In addition, in accordance with ORC, the ISGI will receive credit for up to five years of previous teaching experience outside of the district instead of the ten as described in 6.02A.1.

C. All ISGIs new to the Lakewood City Schools will be fingerprinted for an Ohio Bureau of Criminal Identification, BCI, Criminal Record History Check. While the conviction of a crime is not an automatic bar to employment, convictions revealed through BCI that have not been revealed on an application are grounds for termination. If a decision is made to terminate, said decision is appealable to the Board in executive session.

D. Each ISGI shall be given written notification of his/her specific assignment by August 20th.

E. Seniority shall be considered when employing and scheduling ISGIs. Whenever possible the most senior ISGI shall be given his/her preference in building assignment and hours.

F. Each ISGI shall be given the opportunity to request a change in assignment to be effective the next school year. This opportunity will be made available in April of each school year.

G. Each ISGI shall begin working as soon as students are identified and scheduled. ISGIs will be notified at the beginning of the year when their work year will be completed.

H. By September 15th of each year, ISGIs shall notify in writing the supervising department of their interest in additional work hours for the remainder of the school year. This request shall be considered by his/her supervisor.

14.03 Contract Status and Layoff Procedures

A. ISGI contracts are one year limited contracts which are nonrenewed. Regardless of the length of service during the school year or any particular assignment, ISGIs shall not be entitled to the April 30th deadline notice of non-reemployment.

B. An ISGI will not be granted continuing contract status as an ISGI.

C. Seniority shall be determined in the same manner as is outlined in Section 3.03. Additionally, if an ISGI has taught in the Lakewood City Schools, the ISGI and teaching time should be added together to determine seniority. ISGIs are on a seniority and recall list separate from other members of the bargaining unit. Each ISGI classification shall have its own seniority/recall list. ISGIs will be rehired in order of seniority and certification.

14.04 Work Load

A. Each auxiliary services ISGI responsible for IEP's shall be paid at the rate of one hour per student.

B. Each ISGI shall be paid for attending teacher education opportunities, open house, and staff meetings as requested by the principal and approved by the supervisor.

C. Each ISGI shall be paid for scheduled time even if the student(s) is absent.

D. ISGIs shall be paid mileage at the current IRS rate per mile in effect at the beginning of the school year.

E. When schools are closed by the Superintendent, ISGIs will be paid for their scheduled hours.

F. Each ISGI shall be given paid planning time in accordance with the workload language for the appropriate teaching level of the ISGI.

G. ISGI personnel (elementary, middle school, and high school) will not lose any hours due to parent conferences and/or the change in the school calendar.

H. If against her/his wishes a teacher's workload becomes excessive to the point of being unfair, detrimental to the teaching/learning process, inappropriate to the physical facilities, or hazardous to students or teacher, s/he may grieve the complaint through the second level of the grievance procedure.

I. ISGIs employed by the Lakewood City School District who are assigned to schools not operated by the Lakewood City School District shall follow the schedule and calendar of the school to which they are assigned.

14.05 Salaries and Fringe Benefits

A. Salary

1. Each ISGI shall be paid on an index ratio per hour on the base salary (BA+0) of the teachers' salary schedule as follows:

Years	BA	MA
0-3	.00065	.00075
4-6	.00075	.00085
7+	.00085	.00095

2. If the school year calendar changes to one of less than 175 days, the index will be increased by .00005 prior to the application of the base increase.

B. Insurance

In the case where the Board does not have to provide an ISGI dental, prescription drug, medical, vision or term life insurance, the ISGI will be entitled to any of these group coverages at his/her own expense.

14.06 Absences

A. Absence for Personal Leave

All ISGIs who are scheduled 20 hours or more per week will be entitled to three (3) personal leave days to be used during the school year. An ISGI who is scheduled fewer than 20 hours per week will be entitled to two (2) personal leave days. The guidelines for personal leave contained in Section 8.09 will apply to the use of these days.

B. Sick Leave Accumulation

All ISGIs shall accumulate sick leave at a rate of 1-1/4 days per every twenty (20) days worked. Working the scheduled day (regardless of hours worked) constitutes a day worked. Partial sick leave shall be calculated in increments of 1/4 day, 1/2 day, 3/4 day, or a full day of the scheduled day.

C. Absence Without Authority

If there is no authority for payment to individuals for services not rendered, there must be a loss of pay.

D. Parental Leave

Each ISGI has the right to parental leave for the remainder of the year as contained in Section 8.12.

ARTICLE 16. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

16.01 Purpose

A District-wide Local Professional Development Committee (LPDC) will be established in accordance with Ohio Revised Code. The purpose of this committee is to review the course work and other professional development activities proposed and completed by educators within the District to determine if the requirements for renewal of certificates or licenses have been met. The LPDC will be subject to any and all interim rules and regulations promulgated by the State of Ohio. If the statute changes the composition of the LPDC, the parties agree to interim-bargain the committee structure.

16.02 Composition

A. This District-wide LPDC shall be comprised of five (5) persons, three of whom shall be teachers who are selected by the Association.

1. Each LPDC teacher member shall have a term of three (3) years.

2. When a vacancy occurs in any of the positions selected by the Association, the Association shall be responsible for selecting a teacher(s) to fill the vacancy.

3. The Director of Human Resources or a Superintendent's designee is a permanent member of the LPDC. The other administrator representative shall have a three-year term. When an administrator vacancy occurs, the Superintendent will appoint administrator representation.

4. The members of the LPDC will determine the frequency of the meetings, the dates of the meetings, and the time of the meetings.

B. The chairperson and LPDC decisions shall be determined by majority vote of the LPDC. Every effort will be made to ensure the chairperson has at least one-year experience on the committee prior to chair rotation.

16.03 Release Time/Compensation

Adequate release time shall be granted to study requests, to research programs/teacher education opportunities, and to obtain/develop programs for CEU's. If members of the LPDC determine to conduct some of their meetings/activities outside of the school year and/or school day, each member shall be compensated at the rate of .0007 of the BA base salary (BA + 0) for each hour of LPDC work.

16.04 Appeal Process

A. The first step of the appeals process is through the LPDC. The LPDC shall also develop and maintain an independent appeals procedure which shall be the second step of the appeals process. Those certificated/licensed personnel whose plans continue to be denied may appeal to the Board per the Board appeals procedure as the third step of the appeals process.

B. No decision of the LPDC or the LPDC appeals process (any and all steps) is grievable.

16.05 Training

LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval, whose approval shall not be unreasonably withheld. Where such training occurs during the regular work day, paid release time shall be granted not subject to any professional leave restrictions. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.

16.06 Information Tracking

Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board. The responsibility for keeping track of necessary requirements are that of the individual.

16.07 Educational Plans

Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

16.08 District Support Services

Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board.

16.09 Educator's Responsibility for Certification/Licensure

Maintaining records and meeting deadlines as outlined in the Lakewood Professional Development Plan is the responsibility of the individual educator.

ARTICLE 17. FAIR SHARE FEE

17.01 Fair Share Fee Requirement

Each teacher in the bargaining unit who fails to voluntarily acquire or maintain membership in the Association by October 1st of any school year, or within a twenty-five (25) day period following his/her initial employment, shall be required to pay a fair share fee. This provision shall not apply to hourly-paid bargaining unit members whose normal work week consists of fifteen (15) or fewer hours.

17.02 Amount of Fair Share Fee and Payment Schedule

The notice of the amount of annual fair share fee, which shall not be more than 100% of the UEP (United Education Profession which consists of LTA, UniServ, NEOEA, OEA, and NEA) dues of the Association shall be transmitted by the Association to the Board's Treasurer by October 15th of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. The Association shall also transmit to the Board's Treasurer by October 15th the names of the teachers who have elected not to join the Association (those who will be paying a fair share fee). The Board's Treasurer will deduct the fair share fee from the paychecks of teachers who elect not to join the Association beginning with the first paycheck in February. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.

17.03 New Teachers

A. The Board's Treasurer shall inform the Association when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. If that teacher elects not to join the Association, the Association shall inform the Board's Treasurer of that within thirty (30) days of that teacher's date of hire and shall also inform the Board's Treasurer as to the teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first pay date after the later of sixty (60) days of employment or the first paycheck in February.

B. The Administration shall inform the Association when there is a newly hired teacher or when a teacher changes status from full-time to part-time or part-time to full-time.

17.04 Rebate Procedure

It shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to the provisions of Section 4117.09(C) of the Ohio Revised Code.

17.05 Association Membership

No teacher is required to become a member of the Association.

17.06 Fair and Equitable Representation

The Association recognizes its obligation to fairly and equitably represent all teachers whether or not they are members of the Association.

17.07 Indemnification

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

A. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;

B. The Association shall reserve the right to designate counsel to represent and defend the Board;

C. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (b) permit the Association or its affiliates to intervene as a party if it so desires, and/or (c) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

D. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE 19. GRANTS

19.01 Purpose

Grant funding is important to the operation of the Lakewood City Schools. In pursuing non-entitlement grants that impact on Agreement language, the procedures below shall be followed.

19.02 Superintendent/Association President Notification

The Superintendent/designee and Association President shall review any grant that could impact Agreement language as soon as it is determined that the District and/or a specific building(s) in the District may want to apply for the grant. If the grant impacts Agreement language, the Superintendent/designee and Association President shall forward the grant to the Grant Advisory Committee.

19.03 Grant Advisory Committee

A. The Grant Advisory Committee shall serve as the District-wide Grant Advisory Committee that shall be given the opportunity to participate in a conceptual discussion of the grant and make recommendations for further action on the grant application.

B. Membership on the committee is made up of one representative from each of the following levels: primary, upper elementary, middle, and high; a representative from the Association; and a corresponding number of representatives from the Administrative team. The administrative members are appointed by the Superintendent. The teacher members are appointed by the Association President. All members will serve a two-year term.

C. These overall procedures are not limited to, but must address the following:

1. A procedure for assessing the interest in a particular grant from those teachers who may be directly affected by the grant.

2. A writing procedure where at least one teacher from each building potentially involved in the grant will be invited to be a member of the grant writing team.

3. A review procedure in order to ensure that the input of teachers who may be directly affected by the grant will be gathered and considered prior to the Grant Advisory Committee's final recommendation.

19.04 Grants and the Impact on Teachers

A. All grant participation is voluntary.

B. In order for a grant application to be submitted, a minimum of seventy-five percent (75%) of those teachers directly affected in a building that would be affected by the grant must agree, in writing, that the grant should be pursued.

C. If a grant is awarded, each teacher who did not agree to pursue the grant may agree to participate in the grant, not participate in the grant, or may request a voluntary transfer.

D. In order to encourage the successful implementation of a grant, voluntary transfers mutually agreed to by all affected parties (teachers and the administration) may take place.

E. Any teacher who is voluntarily transferred to or hired into a grant building will be informed of the provisions of the grant prior to his/her assignment to that building, and will be expected to participate in the grant activities for the length of the grant period.

F. If a teacher is involuntarily transferred to a grant building, that teacher may agree to participate in the grant, not participate in the grant, or may request a voluntary transfer.

19.05 Grant Continuation

A. If substantive changes occur in the implementation of the grant that impact on Agreement language and/or working conditions of the teacher(s), the teacher(s) should first discuss the matter with the building principal in an attempt to resolve the situation.

B. If the issue cannot be resolved at that level, the teacher(s) may take the issue to the Grant Advisory Committee for resolution.

19.06 Grants and the Agreement

A. Any grant activity shall not set any precedent.

B. Any grant in place before the effective date of this Agreement is exempt from the provisions of this Article.

ARTICLE 20. PILOT PROGRAMS

20.01 Implementation, Percentage

In order for a pilot program to be implemented, a minimum of seventy-five percent (75%) of those teachers directly affected by the pilot program must agree, in writing, that it should be implemented.

20.02 Voluntary Transfer Request

Any teacher may request a voluntary transfer to another grade level, team, department, and/or building so that s/he does not have to participate in the pilot program. Although serious consideration will be given to the teacher's voluntary transfer request, since other educational factors also have to be seriously considered in the transfer procedure, the teacher is not guaranteed the voluntary transfer.

20.03 Length of Pilot Program

No pilot program shall be longer than one hundred eighty-four (184) working days in duration. Pilot programs may be extended beyond the one hundred eighty-four (184) working days by following the procedure outlined in this Article regarding the implementation of a pilot program.

20.04 Pilot Programs Funded by Grants

Any program or pilot program funded either totally or partially by public/private grants are subject to consideration using the procedures set forth in Article 19.

ARTICLE 21. RESIDENT EDUCATOR PROGRAM

21.01 Overview

A. The Ohio Resident Educator Program is a four-year program of formative assessment and mentoring support that will culminate in the completion of a statewide summative, performance-based assessment. The four-year program allows mentors and other colleagues to work with Resident Educators over time and move deeper into the process of being an effective teacher.

B. Resident Educators will receive ongoing, non-evaluative, formative feedback from mentors as they collaborate and document their work together. They will receive more formal, yet still formative, feedback on progress toward goals during their mid-year review and at the end of the school year.

C. Resident Educators and mentors will be required to follow the guidelines outlined by the Ohio Department of Education and Ohio Revised Code requirements.

21.02 Joint Responsibilities

In order to facilitate the continued success of the Resident Educator Program, the Director of Human Resources and the LTA President shall work collaboratively to:

A. Post a notice to all certified staff that the district is seeking Resident Educator qualified mentor candidates for the following school year. This notice will be officially posted by the Director of Human Resources on or before May 15 of each year.

B. Select and recommend to the Superintendent mentors to be assigned to Resident Educators.

C. Resolve potential disputes that may arise between mentors and Resident Educators.

21.03 Mentor Qualifications and Responsibilities

All criteria for mentor qualifications will follow Ohio Department of Education guidelines and Ohio Revised Code requirements.

A. Demonstrates excellence in content knowledge, pedagogy, student assessment procedures, and working with experienced and new teachers.

B. Holds a valid five-year Professional license or higher.

C. Has classroom experience within the past five years.

D. Successfully completes required mentoring training.

E. Attends all required mentor meetings.

21.04 Resident Educator Eligibility and Responsibilities

All criteria for Resident Educator eligibility will follow Ohio Department of Education guidelines and Ohio Revised Code requirements.

A. Holds a valid Resident Educator license or Alternative Resident Educator license or a one-year out of state educator license.

B. Teaches at least two classes or .25 FTE in the teacher's area of licensure or in the area in which the teacher holds a supplemental teaching license.

C. Is responsible for planning and delivering standards-based, preK-12 curriculum to students and evaluating their progress.

D. Works a minimum of 120 days as defined by Ohio Revised Code.

E. Works cooperatively with the assigned mentor teacher.

F. Attends New Teacher Orientation prior to the start of the school year (first year in district only.)

G. Attends all required Resident Educator meetings.

21.05 Mentor Compensation

A. Each mentor will be compensated one thousand dollars ($1000) for each Resident Educator s/he supports.

1. Half of this compensation will be paid with the first payroll after the end of the first semester. The other half of this compensation will be paid with the first payroll in June.

2. If a mentor assignment is changed during the school year, compensation will be pro-rated.

21.06 Compensation and Release Time

Mentors and Resident Educators will be permitted release time to conduct classroom observations as required by the Resident Educator Program.

ARTICLE 22: LAKEWOOD CITY SCHOOLS LEADERSHIP TEAMS

22.01 Overview

The Lakewood City School District is committed to the concepts outlined in the Ohio Improvement Process (OIP). This process provides for the collaboration of teachers and administrators in the planning of high quality standards-based instruction and professional development. Consensus shall be used to reach decisions. When consensus cannot be reached however, interest-based problem-solving (IBPS) process shall be used when appropriate.

22.02 District Leadership Team

A. District Leadership Team Steering Committee

1. The DLT Steering Committee shall be comprised of an equal number of teachers and administrators. Along with the LTA President or designee, the Association shall appoint three (3) teacher members representative of elementary, middle and high school levels. This committee is responsible for establishing the agenda and activities for the District Leadership Team meetings. This group shall meet on a monthly basis. Meeting minutes shall be provided to all staff members. Teachers will be compensated the curriculum writing rate for meetings held outside the normal school day. Meetings requiring compensation must have the prior authorization of the Superintendent or designee.

2. The District Leadership Team Steering Committee shall assess the needs of the staff and plan for district-level Professional Development in advance. When appropriate, this PD will be provided through a menu of options developed collaboratively allowing staff to choose items that best fit their needs. These activities will be reviewed and adjusted as needed.

B. The District Leadership Team is comprised of teachers and administrators. The DLT is responsible for the development, implementation, progress monitoring and evaluation of the district improvement plan. In addition, the DLT:

- Analyzes appropriate student achievement ad modifies instruction based on the analysis of the data aligned to the cognitive demand of indicators;
- Analyzes appropriate adult indicator data;
- Supports the implementation of high quality standards-based instruction;
- Communicates clear expectations regarding student achievement goals;
- Provides training and support at the district, building and teacher levels;
- Monitors the progress of the building leadership and teacher based teams;
- Emphasizes the use of collaboratively developed common formative assessments aligned to that which students are held accountable;
- Assists administrators in fulfilling instructional leadership responsibilities;

- Aligns improvement efforts around 2-3 focused goals;
- Develops goals that are strategic, measurable, attainable, results orientated and timely;
- Establishes a calendar of meeting dates and times for the school year;
- Addresses any other improvement initiatives that come from the Ohio Improvement Process

C. The District Leadership Team shall be composed of at least one teacher representative from each school building. Meetings shall be conducted 4-6 times per year. Meeting minutes shall be provided to all staff members. Teachers will be compensated at the curriculum writing rate for meetings held outside the normal school day. Meetings requiring compensation must have the prior authorization of the Superintendent or designee.

22.03 Building Leadership Team

A. Each building shall have a Building Leadership Team (BLT) that includes the following individuals:

- Each elementary BLT shall consist of no more than seven (7) members of the Association;
- Each middle school BLT shall consist of no more that nine (9) members of the Association;
- The high school BLT shall consist of no more that twelve (12) members of the Association.

Membership on the BLT will be voluntary unless proper representation cannot be obtained. The administration reserves the right to assign teachers to these committees on a rotating basis. (5.08 A) No teacher shall be on this committee more than two years in a row unless the teacher volunteers with the exception of high school department facilitators.

B. The BLT member that serves on the District Leadership Team will be selected collectively by the BLT.

C. The purpose of each Building Leadership Team shall be to support improvement in instructional practice on a school-wide basis through teacher leadership. The functions of the BLT include such tasks as building a school culture that supports effective data-driven decision making; establishing priorities for instruction and achievement aligned with district goals; providing opportunities for teachers to learn from each other; monitoring and providing effective feedback on student progress; supporting the development, implementation and monitoring of focused building improvement strategies/plans; and making recommendations for the management of resources, including time and personnel, to meet district and building goals.

D. Each BLT shall meet once monthly in coordination with the schedule outlined by the DLT. Meeting minutes shall be distributed to each building staff member. Teachers will be compensated the curriculum writing rate for meetings held outside the normal school day. Meetings requiring compensation must have the prior authorization of the Superintendent or designee.

22.04 Teacher Based Teams

A. Each teacher shall be a member of one (1) Teacher Based Team (TBT) to be chosen by mutual agreement between the teacher and his/her administrator. If no agreement can be reached, the superintendent or designee and LTA President will decide. Most TBTs can be constituted within buildings in any of the following manners: grade level team, department level team, instructional or content team, project team, vertical team, and quality improvement team. However, teachers in certain instructional areas (i.e. G/T, Foreign Language, ELL) may choose to meet in TBTs across buildings.

B. The purpose of each Teacher Based Team is to collect, analyze and use classroom assessment data in order to inform instruction and identify the most effective instructional practices. Each TBT shall follow the Ohio 5-step TBT process for improving student learning and changing teacher practice.

C. The Ohio 5-step TBT process is as follows:

- Collect and chart data;
- Analyze student work specific to the data;
- Establish expectations for implementing specific changes in the classroom;
- Implement changes across all classrooms;
- Collect, chart, and analyze post-assessment data, discuss successes, challenges and make decisions based on the results.

D. Each TBT shall meet twice monthly. Teachers who do not have a common planning time will be compensated the curriculum writing rate for meetings held outside the normal school day only if no other mutually agreed upon time can be arranged. Prior to meeting, teachers will notify their building principal who will initiate the process for payment. Each month teachers will submit dates and times of meetings to the Director of Teaching and Learning.

ARTICLE 23. SCHOOL CALENDAR

23.01 The School Calendar

A. **T**he school calendar will include 184 working days. NEOEA day will be a non-calendar day not counted as one of the 184 working days in the school calendar. Teachers will not be paid for any holiday. All teachers will begin and end on the same dates. High school teachers will have three (3) professional days and the equivalent of one (1) parent/teacher conference day. Elementary and middle school teachers will have three (3) professional days and the equivalent of two (2) parent/teacher conference days. The students' beginning and ending dates will be adjusted accordingly.

1. Teachers shall have one (1) professional day on the first day of the school year, shall have one (1) professional day at the end of the first semester, and shall have one (1) professional day on the last day of the school year.

2. Administration-determined meetings shall not exceed six (6) hours over these three (3) professional days, and convocation and general staff meeting(s) hours shall be included in these six (6) hours. Teachers shall have input into the planning and placement of these six (6) hours, excluding the convocation and the general staff meeting(s) hours. Said input must be given before the end of the previous school year.

B. The school calendar affects not only students and teachers but other members of the staff and the community. Therefore, the school calendar shall be prepared by the administration in consultation with the Association, custodial, maintenance and secretarial representatives, and parents. In the event a change in calendar is necessary due to the financial situation or other conditions, the above-named representatives shall be consulted before the calendar would be revised.

C. At the time the school calendar is developed, calamity days will be bargained by the Association and the administration and then specified on the school calendar when the school calendar is adopted.

D. Every effort shall be given to developing a school calendar that will provide a Christmas vacation of a minimum of two (2) full weeks and three (3) weekends.

ARTICLE 24. SOVEREIGN IMMUNITY/LIABILITY COVERAGE

24.01 Sovereign Immunity/Liability Coverage

A. The Board shall fulfill its obligation to members of the bargaining unit represented by the Association under Ohio Revised Code Chapter 2744. The obligations of the Board to its employees established by Chapter 2744 will be strictly governed and limited by the provisions of the law, including any amendments.

B. Should there be any claim or liability damages against any teacher, said teacher shall have the right to employ co-counsel, at the teacher's cost, in any and all actions to defend his/her interests.

C. Any teacher shall be provided a minimum of forty-eight (48) hours to secure professional advice before s/he is required to file a written accident report to the employer or anyone else of the incident that could result in a claim of liability.

D. Any teacher involved in an incident that could result in a claim of liability should not delay in orally reporting said incident to the administration in a strictly factual manner. This factual initial oral report shall be limited to the following: (1) the fact that an incident has occurred, and if applicable (2) information which will assist in rendering first aid or medical treatment to a person injured in the incident.

E. After this initial oral report (that explained "what" occurred), the teacher shall have the opportunity to obtain professional advice before reporting "why" or "how" an incident occurred. A teacher who wishes to obtain professional advice is encouraged to make this contact as soon as possible after an incident occurs in order to avoid any unnecessary delay. So that there is no delay, the building principal should make arrangements to have the teacher's assignment covered so that the teacher can contact the OEA UniServ office.

F. There will be no media release and/or other publicity by the Board regarding any liability suit involving a teacher unless the teacher is notified in advance and provided opportunity for input

G. The Association will encourage all members of the bargaining unit to cooperate with the Board in any defense to all claims of liability.

H. The Board shall provide release time for any teacher that is required to attend any deposition, any pre-trial hearing, and any or all state and federal court hearings involving any or all claims of liability. Said release time will not result in the teacher's loss of wages or deduction from any Board-approved leave.

I. The Board shall advise the Association of the amount and the carrier from which liability coverage is obtained.

J. The Board shall not enter into any consent judgment or settlement of claim without input from the member of the bargaining unit involved. 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.

K. If no judgment is rendered against the teacher or settlement entered as a result of liability being filed against the teacher, any and all references to said claim shall be removed from the teacher's personnel file.

ARTICLE 25. DRUG/ALCOHOL-FREE WORKPLACE - NON-SMOKING POLICY - NOXIOUS SPRAYS

25.01 Drug/Alcohol-Free Workplace

A. The Board and Association are committed to a drug/alcohol-free workplace. The Board will enforce a policy requiring all teachers to refrain from the use, distribution, or possession of illicit drugs or alcohol while on school premises or while teaching, coaching and/or supervising students under the direction of the Board except in foreign countries where it is customary for alcohol to be served as the meal beverage. Teachers who fail to comply with this policy may be subject to discipline for just cause.

B. The initial disciplinary action shall be the completion of an appropriate awareness and/or rehabilitation program approved by the Board as determined by the Superintendent with input from the Chemical Dependency Coordinator and the Association President. Subsequent offenses may result in further just cause discipline and/or termination in accordance with the Ohio Revised Code and the provisions of this Agreement.

C. Any teacher convicted of an offense under a criminal drug statute (for a violation occurring in the workplace) must notify the employer of the conviction no later than five (5) working days after such conviction. Failure to do so may result in discipline for just cause.

D. To ensure that all teachers are aware of this policy, the Board shall provide a drug/alcohol-free workplace teacher education opportunity jointly sponsored by the administration, the Association, and other bargaining unit representatives. New teachers will be informed of this policy before signing a contract.

E. The Board will provide information about intervention and rehabilitation programs on an on-going basis.

25.02 Non-Smoking Policy

A. No teacher shall smoke or use tobacco products in any Lakewood building, Board-owned vehicle or on school grounds (including adjacent sidewalks and tree lawns) while under the scope of employment.

B. The Board will, on a one-time basis, contribute fifty percent (50%) of the cost, up to a maximum of $200 per teacher for attendance at smoking cessation programs. In addition, the Board and Association will cooperate in attempting to arrange provision of such programs within the District.

25.03 Noxious Sprays

The use of any noxious or chemical sprays (i.e., pepper mace) in any Lakewood City School, on school grounds or at school events is not authorized by the Board.

ARTICLE 26. PROGRESSIVE DISCIPLINE

26.01 Progressive Discipline

A. For good and just cause, the administration may take disciplinary action against any teacher. The purpose of progressive discipline is to determine if there has been inappropriate teacher conduct and then to correct that inappropriate conduct. Discipline in cases of sick leave misuse or personal leave misuse are not covered in this section; they are covered in Article 8.

B. The administration will use the following steps of progressive discipline for all offenses:

Step 1: Documented Verbal reprimand
Step 2: Written reprimand
Step 3: Suspension with or without pay, not to exceed two (2) days
Step 4: Suspension with or without pay, not to exceed five (5) days
Step 5: Termination in accordance with ORC 3319.16

C. Before the process of progressive discipline begins, there shall be a pre-disciplinary meeting. However, a pre-disciplinary meeting need not be held before a Step 1 hearing.

1. The teacher shall have the right to have two (2) Association representatives at this meeting. The teacher shall have the choice of one (1) Association representative and the other shall be an Association officer or the OEA/NEA Labor Relations Consultant.

2. When the request for such representatives is made, no meeting shall take place unless the representatives are present.

3. If the teacher does not choose to have Association representatives, one (1) Association representative may still attend the meeting.

D. If after the pre-disciplinary meeting the administration determines that progressive discipline is warranted, a disciplinary hearing shall be held.

1. The teacher shall be informed before the progressive discipline hearing of the progressive discipline step that s/he is on.

2. A Step 1 hearing (verbal reprimand) shall be held by the teacher's immediate supervisor.

a. The teacher has the right to have one (1) Association representative of his/her choice at this hearing and, if a representative is requested, no hearing shall occur unless the representative is present.

b. At this hearing the teacher shall have the right to face his/her accuser(s) and rebut the allegations.

c. At the conclusion of this hearing, if a verbal reprimand has been issued by the administrator that administrator shall notify the Association President and the Superintendent or designee on the appropriate form (Appendix S) that a verbal reprimand has been issued. This form shall not be placed in the teacher's personnel file.

3. Disciplinary hearings at Steps 2 through 4 shall be conducted only by one of the following: Superintendent or designee; Director of Human Resources. A disciplinary hearing at Step 5 shall be conducted only by the Superintendent.

a. The teacher shall have the right to have two (2) Association representatives at disciplinary hearings. The teacher shall have the choice of one (1) Association representative and the other shall be an Association officer or the OEA/NEA Labor Relations Consultant.

b. When the request for such Association representatives is made, no hearing shall be conducted unless the representatives are present.

c. If the teacher chooses not to have Association representatives, one (1) Association representative may still attend the hearing.

d. The teacher shall have the right to face his/her accuser(s), shall receive the specific allegations in writing, shall have the right to call witnesses, and shall have the right to rebut the allegations.

e. The failure to present rebuttal testimony or other evidence at a pre-disciplinary meeting shall not be used against the teacher.

f. At the conclusion of the hearing, if the administration determines that discipline is warranted, the teacher shall be provided with specific written reasons for the discipline.

E. Any sequence of steps of discipline shall be for the same or similar offense. If more than twenty-four (24) months have lapsed between any step of the progression, it may not be used as part of the progression.

F. In the case of a serious infraction, progressive discipline may begin at any step. If any progressive discipline steps are skipped and termination is sought, termination will be in accordance with ORC 3319.16.

G. Following the appropriate administrator's determination of the need for discipline, the teacher shall have the right to appeal through the grievance procedure of this Agreement.

1. A grievance may be filed on the basis of unjust discipline as well as on violation of the process outlined in Article 26 of the Agreement.

2. In the event a grievance is filed on a suspension (other than a suspension that occurs pending termination in Step 5), the suspension shall be held in abeyance until after the grievance procedure has been completed.

3. Should the teacher be supported in his/her position on the grievance, all records of such discipline shall be removed from all personnel and building files.

H. If the teacher does not grieve a suspension without pay or if s/he does grieve a suspension without pay and does not prevail in the grievance, the resulting loss of pay will be reflected in the remaining paychecks for that year on a pro-rata basis. All benefits will continue in force during any suspension (except a Step 5 suspension), with or without pay, as contained in Article 26.

I. In the case of a serious infraction the Superintendent or, in the absence of the Superintendent, the Assistant Superintendent, or the Director of Human Resources, may immediately suspend a teacher -- prior to a pre-disciplinary meeting and a disciplinary hearing.

1. The pre-disciplinary meeting and disciplinary hearing will occur within three (3) teacher work days of the teacher's notification of his/her suspension unless otherwise agreed upon by both parties.

2. When the teacher is suspended, s/he shall be given written reasons for the suspension.

3. The teacher shall have the right to have two (2) Association representatives at both the pre-disciplinary meeting and the disciplinary hearings. The teacher shall have the choice of one (1) Association representative and the other representative shall be either an Association officer or the OEA/NEA Labor Relations Consultant.

4. When the request for such Association representatives is made, no pre-disciplinary meeting or disciplinary hearing shall be conducted unless the Association representatives are present.

5. If the teacher chooses not to have one Association representative, an Association representative may still attend the hearing.

6. If a grievance is filed, pay will continue pending the outcome of expedited arbitration.

   a. If the teacher's position is upheld in the grievance/arbitration process, all record(s) of the suspension shall be removed from all personnel and building files.

   b. If the teacher's position is not upheld in the grievance/arbitration process, the resulting loss of pay will be reflected in the remaining paychecks for that year on a pro-rata basis.

J. No teacher, administrator, the Association, or the District shall be placed in jeopardy or be the subject of reprisal or discrimination for having followed this Progressive Discipline procedure. No reprisal of any kind shall be taken by or against any participant in the Progressive Discipline procedure by reason of such participation.

ARTICLE 27. ASSOCIATION RIGHTS

27.01 Release Time for Association Officers

The President and Vice President of the Association, upon approval of the Superintendent, may have a reduced load of related duties such as homeroom if the nature of their programs and the schedule of the schools to which they are assigned permit. If the instructional assignment of the Association President does not permit such adjustment, the Board will provide the services of an aide not to exceed 150 minutes per week.

27.02 Association Rights

1. Up to twenty (20) days per school year shall be made available to officers, elected delegates, committee members or persons designated by the Association President for the purpose of attending meetings relating to the professional activities of the Association. Additional days may be granted by the Superintendent. Upon filing of Scheduled Absence Application (see Appendix Z) by these individuals, the Board will provide substitutes as needed. All other expenditures shall be the responsibility of the Association.

2. Each school shall provide adequate space on the present bulletin board for Association materials for the purpose of communications with the bargaining unit of official notice of, or results of, official business, activities, and meetings of the Association.

3. The Association shall have the privilege, without charge, of official meetings on school property within limits of the Board-approved building use regulations.

4. The Association may use school-owned copy equipment and audio-visual equipment provided that:

    a. Proper request is made and approved;

    b. Use of equipment does not interfere with school-usage requirements and the operation is conducted by teaching personnel at such times other than assigned class/duty periods;

    c. The purpose is solely the legitimate and internal business of the Association, such as records, notices, and correspondence and not for public distribution; and

    d. The cost of expendable supplies and equipment repairs from misuse shall be reimbursed by the Association.

5. The Association shall have, without charge, use of the District mail service and teacher mail boxes for communications to teachers. The Board shall not authorize another teacher labor organization to use the teacher mail boxes.
6. The Association shall have, without charge, use of the District's e-mail system.

7. Association officers and building representatives shall be permitted to transact Association business on school premises at reasonable times provided that this shall not interfere with or interrupt school operations or interfere with teachers' schedules.

8. The Association shall have use of the District's phone system. Use of the phone shall not interfere with employee access to the telephone. The Association shall reimburse the Board for long distance and/or toll calls.

9. Prior to each Board meeting, the Association President shall be provided a copy of the agenda.

10. The Association shall be given a Board Policy Book and shall be provided Board policies as they are made and/or updated.

11. All public documents related to negotiations requested by the Association shall be provided to the Association at no cost.

12. The Association shall be provided an office.

ARTICLE 28. PERSONNEL FILE

28.01 File Contents

Each teacher shall have only one (1) master personnel file and one (1) file for payroll data. File contents shall be limited to items relating to work performance, discipline, and routine financial or personnel data

A. No materials shall be placed in a teacher's file which come from any anonymous source.

B. All materials shall be dated.

C. All materials which may be critical or derogatory of a teacher's conduct, service, character, and/or personality shall not be placed in the file unless the teacher has had an opportunity to read the material, and, if desired, attach a reply to it.

D. Documentation from the formal appraisal process as defined in Article 4 will be placed in the teacher's master personnel file. The teacher will have seen the document, had copies made available to him/her, signed, and replied to them if necessary.

28.02 Signed/Unsigned Documents

A copy of all materials placed in a teacher's file will be sent to the teacher. No unsigned document(s) in the teacher's file will be used for any disciplinary, non-renewal and/or termination purpose. Signed documents by a teacher in the file only signifies teacher acknowledgement and not necessarily agreement.

28.03 File Inspection

A teacher's personnel file is open to inspection during hours that the Department of Human Resources is open upon giving one hour notification of the intent to inspect the file. A teacher may be accompanied by a party of his/her own choosing when viewing the file. Copies of up to five (5) items shall be provided at Board expense. Additional copies shall be provided at cost.

28.04 Document Removal

All critical, derogatory, and/or disciplinary material placed in a teacher's personnel file which documents actions or behaviors that have not recurred within a five-year period, shall be removed at the teacher's request. The removed information will not be available to future evaluators nor shall it be used and/or referenced after a five (5) year period for appraisal, position change, or dismissal unless additional documented evidence pertaining

to like complaint is received. The process for removal of all materials from a teacher's personnel file shall be consistent with the procedures outlined in O.R.C. 149.41.

28.05 Principal's Records

Records kept by the principal must be forwarded annually to the master personnel file in the Department of Human Resources; however, principals may keep copies of said records.

28.06 Complaints

A. Except in cases of alleged criminal activity, (including but not limited to allegations of student abuse/neglect and sexual harassment in the workplace), any person with a formal complaint shall be referred to the teacher. A formal complaint is defined as a written or verbal concern to an administrator that is initiated by someone with the specific intent of addressing an issue about a teacher.

B. Before a complaint may become a matter of record, the teacher will be informed within a reasonable period of time.

C. Anonymous complaints shall be given no credence.

28.07 Teacher Copies

It is recommended that each teacher keeps any and all appraisal documents for his/her own personal use.

28.08. Positive Accomplishments

It is recommended that each teacher places written documentation in the Central Office personnel file regarding positive personal and professional accomplishments.

28.09 Notification of Teacher

If any person other than an administrator requests to see the master personnel file/file for payroll data/building principal file, the teacher shall be notified prior to the person making the request receiving the file.

ARTICLE 29. AGREEMENT

29.01 Entire Agreement Clause

This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices between the Board and Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

29.02 Severability

A. This Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A) of the Ohio Revised Code), and all policies, rules and regulations of the Board. However, should the State Employment Relations Board or any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect.

B. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Agreement into compliance pursuant to the interim bargaining provisions in Section 11.10.

29.03 Cost of Printing Contract

The Board and the Association will each pay half the cost of the printing of one contract for each member of the Association and fifty (50) additional copies to be given to the Association. The Board will provide a copy of this contract to each new teacher by the start of the school year.

29.04 Maintenance of Standards

During the duration of this Agreement, the Board and/or its agents shall maintain all salaries, wages, hours, fringe benefits and all other terms and conditions of employment, as found in this Agreement, at not less than the level in effect as of the effective date of this Agreement.

29.05 Appendices

Forms, included in the Appendix, may be amended by mutual agreement of the Association's Negotiations Chairperson (with Association Executive Committee approval) and the Director of Human Resources.

29.06 Duration

This Agreement between the Board and the Association has been agreed to by the negotiating teams of both parties and upon ratification by the general membership of the Association and subsequent approval by the Board, will be effective from August 1, 2014 through July 31, 2017. Unless a challenge to recognize is filed in accordance with Revised Code Chapter 4117, this agreement shall be effective through July 31, 2018.

29.07 Relocation

A. When a teacher has to relocate in the District due to construction and/or renovation, and that teacher signs the form (Appendix OO), and agrees to pack the materials to be moved, that teacher shall receive one (1) additional day of personal leave in the following school year for each time s/he packs due to relocation.

1. If the additional day of personal leave is not used in the appropriate school year, that day shall be added to the teacher's accumulated sick leave.

2. This additional day of personal leave can be used for any reason, including vacation, entertainment or recreation reasons, without having to pay for a substitute teacher. However, this additional day of personal leave cannot be used before or after a vacation (i.e., Thanksgiving, Winter Vacation, Martin Luther King Day, NEOEA Day, Presidents' Day, Spring Vacation, Memorial Day, Labor Day) or the students' first/last day of school.

a. This personal leave day cannot be used on either a Monday or a Friday during the months of April, May or June.

b. If this personal leave day is to be used on either a Monday or Friday in the months of August through March, use of this day during those months necessitates application and approval in advance (Appendix EE) because the maximum number of teachers who can use it on those Mondays or Fridays is limited to eight (8) on each of those days on a first-come, first-served basis.

3. Prior to using this personal leave day, the teacher will notify the Building Principal that s/he will be absent for reasons of personal leave and will follow the established procedures for securing a substitute. Personal leave for emergency reasons cannot be used before or after vacation days or student days stated in Section 29.07A2 or on any Monday or Friday.

B. Any teacher who participates in packing materials who is not in active pay status (e.g., retirement, resignation, approved leave) the entire school year following his/her packing materials shall have one (1) day of sick leave added to his/her accumulated sick leave.

APPENDIX A

IEP DAY/INSTRUCTIONAL SUPPLIES OPTION FORM

In accordance with Section 5.04 of the Agreement, each intervention specialist (defined as any intervention specialist) is to be provided with up to three days of substitute coverage to develop/refine IEPs and/or conduct IEP conferences. Each teacher who plans on using the day(s), shall give his/her principal at least one-week advance notice. Also, it is the teacher's responsibility to report their absence.

Each teacher may elect not to use this release day(s) and request to purchase instructional materials for his/her use equal to the cost of the full-day substitute(s). Speech and language pathologists will only be eligible for the instructional materials allowance.

The intervention specialist must request his/her option by October 15th. Please indicate below your preference regarding the IEP Release Day/Instructional Supplies Allowance, have your principal sign this form, and return this form to the Department of Human Resources by October 15th. Check only one of the following.

_____ One (1) IEP Release Day (For caseloads from 1-8)	Work to be completed in the District; a substitute will be provided for upon proper request through the substitute service.
_____ Two (2) IEP Release Days (For caseloads from 9-16)	Work to be completed in the District; substitutes will be provided for upon proper request through the substitute service.
_____ Three (3) IEP Release Days (For caseloads from 17-24)	Work to be completed in the District; substitutes will be provided for upon proper request through the substitute service.
_____ Instructional Materials Allowance	Funds equal to the cost of a full-day substitute(s) will be available for each intervention specialist's use. Each teacher must submit all receipts to the building secretary by April 1st in order to process a reimbursement requisition. Any receipts submitted after April 1st shall not be reimbursed.

_____ _____

Teacher's Printed Name Building

_____ _____

Teacher's Signature (date) Principal's Signature (date)

APPENDIX B

OHIO STANDARDS FOR THE TEACHING PROFESSION

1 Teachers understand student learning and development and respect the diversity of the students they teach.

- Teachers display knowledge of how students learn and of the developmental characteristics of age groups.
- Teachers understand what students know and are able to do and use this knowledge to meet the needs of all students.
- Teachers expect that all students will achieve to their full potential.
- Teachers model respect for students' diverse cultures, language skills and experiences.
- Teachers recognize characteristics of gifted students, students with disabilities and at-risk students in order to assist in appropriate identification, instruction and intervention.

2 Teachers know and understand the content area for which they have instructional responsibility.

- Teachers know the content they teach and use their knowledge of content-area concepts, assumptions and skills to plan instruction.
- Teachers understand and use content-specific instructional strategies to effectively teach the central concepts and skills of the discipline.
- Teachers understand school and district curriculum priorities and the Ohio academic content standards.
- Teachers understand the relationship of knowledge within the discipline to other content areas.
- Teachers connect content to relevant life experiences and career opportunities.

3 Teachers understand and use varied assessments to inform instruction, evaluate and ensure student learning.

- Teachers are knowledgeable about assessment types, their purposes and the data they generate.
- Teachers select, develop and use a variety of diagnostic, formative and summative assessments.
- Teachers analyze data to monitor student progress and learning, and to plan, differentiate and modify instruction.
- Teachers collaborate and communicate student progress with students, parents and colleagues.
- Teachers involve learners in self-assessment and goal setting to address gaps between performance and potential.

4 Teachers plan and deliver effective instruction that advances the learning of each individual student.

- Teachers align their instructional goals and activities with school and district priorities and Ohio's academic content standards.
- Teachers use information about students' learning and performance to plan and deliver instruction that will close the achievement gap.
- Teachers communicate clear learning goals and explicitly link learning activities to those defined goals.
- Teachers apply knowledge of how students think and learn to instructional design and delivery.
- Teachers differentiate instruction to support the learning needs of all students, including students identified as gifted, students with disabilities and at-risk students.
- Teachers create and select activities that are designed to help students develop as independent learners and complex problem-solvers.
- Teachers use resources effectively, including technology, to enhance student learning.

5 Teachers create learning environments that promote high levels of learning and achievement for all students.

- Teachers treat all students fairly and establish an environment that is respectful, supportive and caring.
- Teachers create an environment that is physically and emotionally safe.
- Teachers motivate students to work productively and assume responsibility for their own learning.
- Teachers create learning situations in which students work independently, collaboratively and/or as a whole class.
- Teachers maintain an environment that is conducive to learning for all students.

6 Teachers collaborate and communicate with students, parents, other educators, administrators and the community to support student learning.

- Teachers communicate clearly and effectively.
- Teachers share responsibility with parents and caregivers to support student learning, emotional and physical development and mental health.
- Teachers collaborate effectively with other teachers, administrators and school and district staff.
- Teachers collaborate effectively with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning.

7 Teachers assume responsibility for professional growth, performance and involvement as an individual and as a member of a learning community.

- Teachers understand, uphold and follow professional ethics, policies and legal codes of professional conduct.
- Teachers take responsibility for engaging in continuous, purposeful professional development
- Teachers are agents of change who seek opportunities to positively impact teaching quality, school improvements and student achievement.

APPENDIX C

APPRAISAL PLAN TIMELINE FOR TEACHERS WITH A PROFESSIONAL GROWTH PLAN

By Sept. 15th:
Teacher submits App. D (Professional Growth Plan) to Evaluator
Teacher submits App. P (Student Growth Measure Identification Sheet) to Evaluator

By Sept. 30th:
Teacher administers baseline assessment/pre-test (if using SLOs)

By Oct. 15th:
Teacher submits initial SLO Packet to the building SLO Review Committee

By the end of 1st Semester:
Administrator completes Cycle 1, including:
Pre-observation Conference
Formal Observation
Post-observation Conference
Informal Observation(s)

By February 1st:
Mid-year review Conference is held

By April 15th:
Teacher submits completed SLO Scoring Template to Evaluator

By May 1st:
Administrator completes Cycle 2, including:
Pre-observation Conference
Formal Observation
Post-observation conference
Informal Observation(s)

By May 10th:
Year-end Final Review
Administrator shares App. L (Final Summative Rating) with teacher

APPENDIX C

APPRAISAL PLAN TIMELINE FOR TEACHERS WITH AN IMPROVEMENT PLAN

By Sept. 15th:
Teacher submits App. E (Improvement Plan) to Evaluator
Teacher submits App. P (Student Growth Measure Identification Sheet) to Evaluator

By Sept. 30th:
Teacher submits initial SLO Packet to the building SLO Review Committee

By Oct. 15th:
Teacher submits initial SLO Packet to building SLO Review Committee

By the end of 1st Semester:
Administrator completes Cycle 1, including:
Pre-observation Conference
Formal Observation
Post-observation Conference
Informal Observation(s)

By February 1st:
Mid-year review Conference is held

By April 1st:
Administrator completes Cycles 2-3, including:
Pre-observation Conference
Formal Observation
Post-observation conference
Informal Observation(s)

By April 10th:
Teacher submits completed SLO Scoring Template to Evaluator

By April 15th:
Year-end Final Review
Administrator shares App. L (Final Summative Rating) with teacher

APPENDIX C

APPRAISAL PLAN TIMELINE FOR TEACHERS REQUESTING TO BE CONSIDERED FOR A CONTINUING CONTRACT

By Sept. 15th:
Teacher submits App. E (Improvement Plan) to Evaluator
Teacher submits App. P (Student Growth Measure Identification Sheet) to Evaluator

By Sept. 30th:
Teacher administers baseline assessment/pre-test (if using SLOs)

By Oct. 15th:
Teacher submits initial SLO Packet to the building SLO Review Committee

By the end of 1st Semester:
Administrator completes Cycle 1, including:
Pre-observation Conference
Formal Observation
Post-observation Conference
Informal Observation(s)

By February 1st:
Mid-year review Conference is held

By April 1st:
Administrator completes Cycles 2, including:
Pre-observation Conference
Formal Observation
Post-observation conference
Informal Observation(s)

By April 10th:
Teacher submits completed SLO Scoring Template to Evaluator

By April 15th:
Year-end Final Review
Administrator shares App. L (Final Summative Rating) with teacher

APPENDIX D

PROFESSIONAL GROWTH PLAN

Teacher_____ School year_____
Evaluator_____

Focus Area 1
Standard:_____
Element(s):_____
_____

Action Plan: (activities, processes, programs, sources of help)

_____
_____
_____
_____
_____

Evidence Indicators:

_____
_____
_____

Focus Area 2
Standard:_____
Element(s):_____
_____

Action Plan: (activities, processes, programs, sources of help)

_____
_____
_____
_____
_____
_____
_____

Evidence Indicators:

_____
_____
_____
_____

APPENDIX E

IMPROVEMENT PLAN

Teacher_____ School year_____
Evaluator_____ Conference Date _____

Focus Area 1
Standard:_____
Element(s):_____
_____

Reason for Concern:
_____
_____
_____
_____
_____
_____

Improvement Goal: (level of improvement)
_____
_____
_____
_____

Action Plan: (activities, processes, programs, sources of help)
_____
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Evidence Indicators:
_____
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Focus Area 2
Standard:_____
Element(s):_____
_____

Reason for Concern:
_____
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Improvement Goal: (level of improvement)
_____
_____
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Action Plan: (activities, processes, programs, sources of help)
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Evidence Indicators:
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_____
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_____

Teacher's Signature:_____ Date: _____
Evaluator's Signature:_____ Date: _____

APPENDIX F

SELF-ASSESSMENT SUMMARY TOOL

Teacher: _____ School year: _____Date: _____

Standards	Elements	Strengths	Areas for Growth (Choose two)	
Standard 1: Students	Knowledge of how students learn and of student development Understanding of what students know and are able to do High expectations for all students Respect for all students Identification, instruction, and intervention for special populations			
Standard 2: Content	Knowledge of content Use of content-specific instructional strategies to teach concepts and skills Knowledge of school and district curriculum priorities and Ohio academic content standards Relationship of knowledge within the discipline to other content areas Connection of content to life experiences and career opportunities			
Standard 3: Assessment	Knowledge of assessment types Use of varied diagnostic, formative, and summative assessments Analysis of data to monitor student progress and to plan, differentiate, and modify instruction Communication of results Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	Alignment to school and district priorities and Ohio academic content standards Use of student information to plan and deliver instruction Communication of clear learning goals Application of knowledge of how students learn to instructional design and delivery Differentiation of instruction to support learning needs of all students Use of activities to promote independence and problem-solving Use of varied resources to support learner needs			
Standard 5: Learning Environment	Fair and equitable treatment of all students Creation of a safe learning environment Use of strategies to motivate students to work productively and assume responsibility for learning Creation of learning situations for independent and collaborative work Maintain an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	Clear and effective communication Shared responsibility with parents/caregivers to support student learning Collaboration with other teachers, administrators, school and district staff Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	Understanding of and adherence to professional ethics, policies, and legal codes Engagement in continuous, purposeful professional development Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Directions: Record evidence to indicate areas of strength for each standard. Based on that information, identify two areas as focus areas for professional growth.

APPENDIX G

LESSON PLAN GUIDE

Focus for Learning – Standard 4

Pre Conference

- Measurable Goal and State Standard(s)
- Essential Questions
- Unit Goals: (if applicable)
- Objectives of Lesson or Unit

Assessment Data (used to inform instruction) – Standard 3

Pre Conference

- Formative
- Summative
- Diagnostic
- Unit Project

Prior Content Knowledge/Sequence/Connections (of students) Standard 1, 2, 4

Pre Conference

- Previous content (CCSS or State Standards)
- Procedures: content, concepts & processes (sequentially presented)
- Curricular Correlations

Knowledge of Students – Standard 1

Pre Conference, Analysis of Student Data

- Class make-up & needs
    - analysis of student development
    - learning styles
    - readiness for learning
    - background and prior experiences
- Describe multiple procedures used to gather student information
- Articulate strategies and delivery that meet individual student needs

Lesson Delivery – Standard 2, 4, 6

Formal Observations & Informal Observation(s)

- Reflect on procedural expectations for lesson delivery
    - Develop appropriate strategies
    - Encourage independent critical thinking
    - Effective purposeful questioning techniques
    - Balance direct instruction and student led learning

Differentiation – Standard 1, 4

Pre-Conference, Formal Observations & Informal Observation(s)

- Identify groups and their learning needs
  - Strategies
  - Accommodations – make learning accessible to all

Resources – Standard 2, 4

Pre-Conference, Formal Observations & Informal Observation(s)

- Materials and resources are aligned to instructional purpose

Classroom Environment – Standard 1, 5, 6

Pre-Conference, Formal Observations & Informal Observation(s)

- Identify routines and procedures
  - Include any and all behavior needs and strategies for students
- Classroom Management
- Efficient/smooth transitions
- Varied learning situations (i.e. whole group, small group, cooperative learning, independent work)
- Evidence of parent communication

Assessment of Student Learning – Standard 3

Pre-Conference, Formal Observations & Informal Observation(s), Post Conference

- Data used to identify students' strengths and needs to differentiate instruction
- Check for understanding at key moments in lesson and modify instruction accordingly
- Variety of sources
- Provide timely substantive feedback

Professional Responsibilities – Standard 6, 7

Professional Development Plan/Improvement Plan, Pre Conference, Post Conference, Daily Interaction with others

- Effective communication strategies
  - Students
  - Families
  - Colleagues
- Professionalism
  - Ethical
  - Integrity
  - Honesty
- Set data-based short and long term goals

APPENDIX H

PRE-OBSERVATION DISCUSSION GUIDE

Evaluatee:_____ Date of Conference: _____

Evaluator:_____

Refer to Appendix B for the Ohio Standards for the Teaching Profession

APPENDIX I

TEACHER PERFORMANCE EVALUATION RUBRIC

Teacher: _____ Grade/Subject: _____
Evaluator: _____

Cycle One:
Formal Observation Date: _____Length: _____
Informal Observation Date: _____ Length: _____
Other Observations: Date(s): _____Length: _____
Mid-year Review Date:_____

Evaluator's Comments:

Evaluator's Signature _____ Date _____
Evaluatee's Signature _____ Date _____
Signing is merely acknowledgement of having seen the above. It does not indicate agreement or disagreement.

Cycle Two:
Formal Observation Date: _____Length: _____
Informal Observation Date: _____ Length: _____
Other Observations: Date(s): _____Length: _____

Cycle Three (If applicable):
Formal Observation Date: _____Length: _____
Informal Observation Date: _____ Length: _____
Other Observations: Date(s): _____Length: _____

Year-End Conference Date: _____

Evaluator's Comments:

Evaluator's Signature _____ Date _____
Evaluatee's Signature _____ Date _____

Signing is merely acknowledgement of having seen the above. It does not indicate agreement or disagreement.

Instructional Planning				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Focus for Learning Standard 4: Instruction *Sources of Evidence:* *Pre-Conference*	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards, but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measureable goal(s) for student learning that aligns with the Ohio standards and reflect a range of students learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
Evidence:				
Assessment Data Standard 3: Assessment *Sources of Evidence:* *Pre-Conference*	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The lesson does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into the lesson plan. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
Evidence				

	Ineffective	Developing	Skilled	Accomplished
Prior Content Knowledge/ Sequence/Connections Standard 1: Students Standard 2: Content Standard 4: Instruction *Sources of Evidence: Pre-Conference*	The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning – both explicitly to students and within the lesson. The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems. The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.
Evidence				

	Ineffective	Developing	Skilled	Accomplished
Knowledge of Students Standard 1: Students *Sources of Evidence:* *Pre-Conference* *Analysis of Student Data*	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information. The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information. The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information. The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information. The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans. The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
Evidence				

Instruction and Assessment				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Lesson Delivery Standard 2: Content Standard 4: Instruction Standard 6: Collaboration & Communication *Sources of Evidence:* *Formal Observation* *Informal Observation(s)*	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking. The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher –directed.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students; questions about content of instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion. The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques. The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
Evidence				

Instruction and Assessment				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Differentiation Standard 1: Students Standard 4: Instruction *Sources of Evidence:* *Pre-conference* *Formal Observation* *Informal Observation(s)*	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though most students may not be able to access certain parts of the lesson and/or some may not be challenged.	The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.	The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.
Evidence				
Resources Standard 2: Content Standard 4: Instruction *Sources of Evidence:* *Pre-conference* *Formal Observation* *Informal Observation(s)*	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	The teacher uses appropriate instructional materials to support learning goals, but may not meet individual student's learning styles/needs or actively engage them in learning.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for the students' learning styles and needs, actively engaging students.	Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.
Evidence				

Instruction and Assessment				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Classroom Environment Standard 1: Students Standard 5: Learning Environment Standard 6: Collaboration & Communication *Sources of Evidence:* *Pre-conference* *Formal Observation* *Informal Observation(s)*	There is little or no evidence of a positive rapport between the teacher and students. There are no evident routines or procedures; students seem unclear about what they should be doing or are idle. Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged. The teacher creates a learning environment that allows for little or no communication or engagement with families. Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	The teacher is fair in the treatment of students and establishes a basic rapport with them. Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle. The teacher transitions between learning activities, but occasionally loses some instructional time in the process. The teacher welcomes communication from families and replies in a timely manner. Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.	The teacher has positive rapport with students and demonstrates respect for and interest in all students. Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom. Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group, and independent work) The teacher engages in two-way communication and offers suggestions for families to support student learning. A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.	The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts, and opinions. Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom. Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations. The teacher engages in two-way, ongoing communication with families which contributes to student learning and development. A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.
Evidence				

Instruction and Assessment				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Assessment of Student Learning Standard 3: Assessment *Sources of Evidence:* *Pre-conference* *Formal Observation* *Informal Observation(s)* *Post-conference*	The teacher does not routinely use assessments to measure student mastery. The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion. The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding. The teacher does not provide students with feedback about their learning.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information. The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion. The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students. Students receive occasional or limited feedback about their performance from the teacher.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles. The teacher checks for understanding at key moments and makes adjustment to instruction (whole-class or individual students). The teacher responds to student misunderstanding by providing additional clarification. The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students. The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate obstacles. The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept. By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class. The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.
Evidence				

Professionalism				
	Ineffective	**Developing**	**Skilled**	**Accomplished**
Professional Responsibilities Standard 6: Collaboration & Communication Standard 7: Professional Responsibility and Growth *Sources of Evidence:* *Professional Development Plan / Improvement Plan* *Pre-Conference* *Post-Conference* *Daily Interaction with Others*	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues. The teacher fails to understand and follow regulations, policies, and agreements. The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher uses a variety of strategies to communicate with students and families and collaborates with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome. The teacher understands and follows district and state and federal regulations at a minimal level. The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies. The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations. The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities. The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom. The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.
Evidence				

APPENDIX J

PERFORMANCE RATINGS

Rating	Description
Ineffective	A rating of *Ineffective* indicates that the teacher consistently fails to demonstrate minimum competency in one or more teaching standards. There is little or no improvement over time. The teacher requires immediate assistance and needs to be placed on an Improvement Plan.
Developing	A rating of *Developing* indicates that the teacher demonstrates minimum competency in many of the teaching standards but may struggle with others. The teacher is making progress but requires ongoing professional support for necessary growth to occur.
Skilled	A rating of *Skilled* indicates that the teacher consistently meets expectations for performance and fully demonstrates most or all competencies. This rating is the rigorous, expected performance level for most teachers.
Accomplished	A rating of *Accomplished* indicates that the teacher is a leader and model in the classroom, school, and district, exceeding expectations for performance. The teacher consistently strives to improve his or her instructional and professional practice and contributes to the school or district through the development and mentoring of colleagues.

APPENDIX K

INFORMAL OBSERVATION RECORD

Teacher: _____ Grade(s)/Subject Area(s): _____

Evaluator: _____ Date of Observation: _____

Time Observation Began: _____ Time Observation Ended: _____

Observations:

Comments:

_____ _____

Evaluator's Signature Date

A post-observation conference may be requested by either evaluatee or evaluator

- □ Photocopy to Teacher

APPENDIX L

FINAL SUMMATIVE RATING

Teacher Performance	Ineffective	Developing	Skilled	Accomplished
Cumulative Performance Rating from Rubric				

Area(s) of Reinforcement:
Area(s) of Refinement:

Student Growth Data	Below expected Growth	Expected Growth	Above Expected Growth
Student Growth Measure(s)			

Area(s) of Reinforcement:
Area(s) of Refinement:

Final Summative Rating Matrix

Teacher Performance

Student Growth Measures	Accomplished	Skilled	Developing	Ineffective
Above Expected Growth	Accomplished	Accomplished	Skilled	Developing
Expected Growth	Skilled	Skilled	Developing	Developing
Below Expected Growth	Developing	Developing	Ineffective	Ineffective

Final Summative Rating	Ineffective	Developing	Skilled	Accomplished
Teacher Performance 50% Student Growth Data 50%				

☐ Check here if Improvement Plan has been recommended.

Teacher Signature:_____ Date:_____

Evaluator Signature:_____ Date:_____

Signing is merely an acknowledgement of having seen and discussed the material and does not indicate agreement or disagreement.

The teacher may provide additional information to the evaluator within five (5) working days of the receipt of this form. Any additional information will become part of the summative record.

APPENDIX M

FORMATIVE APPRAISAL PLAN MODEL OPTIONS

The FORMATIVE MODEL is a collegially based method of professional staff supervision and growth. It is option based and goal oriented. It is based on improving performance by helping the teacher improve skills, knowledge, and ability. Together, evaluator and evaluatee explore a number of possible options and approaches to improving performance.

Those bargaining unit members in the FORMATIVE MODEL are responsible to develop an action plan and discuss it with the evaluator. Mutual agreement on how this will be accomplished should take place at the initial conference.

Suggestions:

1. Extensive Technology Implementation
2. Teaming with a colleague to improve instruction
3. Study of educational research
4. Monitoring of mini-internship – working with department facilitator, supervisor, coordinator, director of a project
5. Web site design
6. Creation and/or implementation of staff development programs for colleagues
7. Team approaches to curriculum/instruction
8. Designing curriculum
9. Designing a new content area program
10. Peer coaching
11. Develop/assist/improve public relations on a building or system-wide level
12. Design intervention plans by content area or strands to improve student performance
13. Develop a personal professional portfolio

TIMELINES

September 15th	Planning conference to collaboratively formulate project
October 1st	Teacher Formative- Appraisal Plan completed
May 10th	Formative Appraisal Plan Year-end conference

APPENDIX N

LAKEWOOD CITY SCHOOL DISTRICT
TEACHER FORMATIVE APPRAISAL PLAN

Evaluatee_____

Evaluator_____

School/Building_____

Teaching Assignment_____

Description of Project

1. Include ways in which the teacher's skills, knowledge, and ability will be improved.
2. Include potential impact on student achievement.
3. Include project timeline.

Evaluatee_____ Date_____

Evaluator_____ Date_____

APPENDIX O

LAKEWOOD CITY SCHOOL DISTRICT
TEACHER FORMATIVE APPRAISAL PLAN EVALUATION

Evaluatee_____ School_____

Evaluator_____ Conference Date_____

Project Evaluation:

Comments by Evaluatee (if desired):

_____ _____

Evaluatee's Signature Evaluator's Signature

Signing is merely acknowledgement of having seen the material and does not indicate agreement or disagreement.

APPENDIX P

STUDENT GROWTH MEASURE IDENTIFICATION SHEET

Name:_____ School year:_____

Schedule:

Subject:_____ Percentage of teaching time:_____

Subject:_____ Percentage of teaching time:_____

Subject:_____ Percentage of teaching time:_____

Subject:_____ Percentage of teaching time:_____

Please indicate which option below:

1. 100% teacher-level Value Added _____

2. Teacher-level Value Added AND Student Learning Objectives (proportionate to teaching schedule) _____

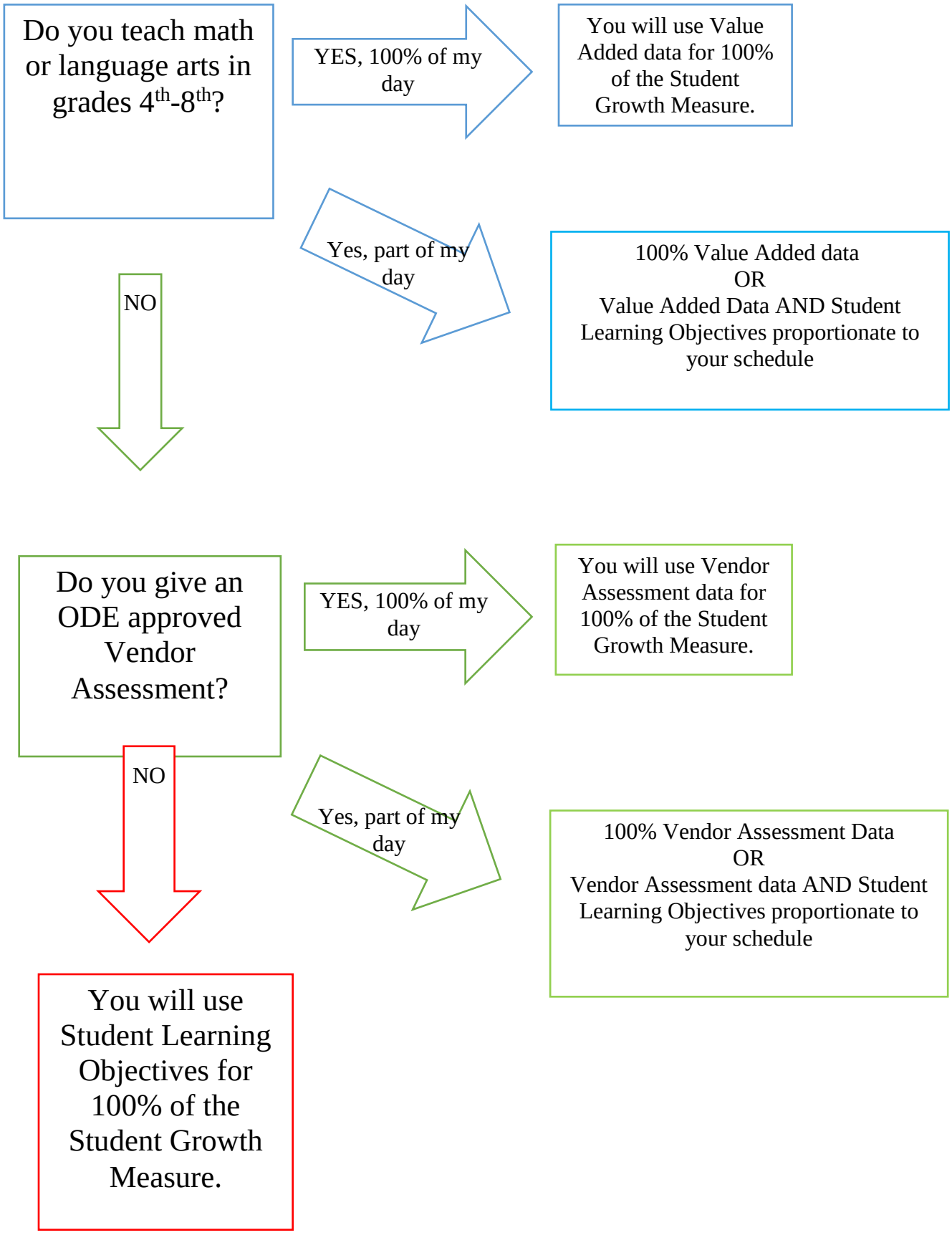
3. 100% ODE Approved Vendor Assessment _____

4. ODE Approved Vendor Assessment AND Student Learning Objectives (proportionate to teaching schedule) _____

5. 100% Student Learning Objectives _____

Signature: _____
Date:_____

This form is to be turned into the evaluator with the Professional Growth or Improvement Plan no later than September 15th.


Do you teach math or language arts in grades 4th-8th?
YES, 100% of my day
You will use Value Added data for 100% of the Student Growth Measure.
Yes, part of my day
100% Value Added data
OR
Value Added Data AND Student Learning Objectives proportionate to your schedule
NO
Do you give an ODE approved Vendor Assessment?
YES, 100% of my day
You will use Vendor Assessment data for 100% of the Student Growth Measure.
NO
Yes, part of my day
100% Vendor Assessment Data
OR
Vendor Assessment data AND Student Learning Objectives proportionate to your schedule
You will use Student Learning Objectives for 100% of the Student Growth Measure.

APPENDIX Q

REIMBURSEMENT FOR USE OF PRIVATE AUTOMOBILE

This form is to be used by employees who are required to make use of their own automobile for Board business. Mileage allowed shall be only from where you report to work in the Lakewood City Schools - not to or from your home.

Name _____

School _____

Date _____

School year _____

(Send to Supervisor by the last work day of each month and at other times as approved by your Supervisor.)

INSTRUCTIONS: 1.) Complete ALL information on each line.
2.) Complete ONE LINE for EACH DESTINATION.
3.) Failure to follow 1 & 2 will delay processing of this document.

DATE	FROM	TO	MILEAGE	ONE WAY	ROUND TRIP	PURPOSE	PERSON CONTACTED	S*

Total Mileage _____

*Check here if person contacted was a student _____

The above is true and correct to the best of my knowledge.

Approved by: _____ _____ _____

Supervisor Signature of Applicant Date

APPENDIX R

TRAVELING TEACHER STIPEND APPLICATION

If the teacher is required by his/her supervisor to travel to a different building and the travel time is adjacent to his/her lunch period - OR - if the teacher travels from one middle school to another middle school, s/he may qualify for a stipend according to Section 5.12.C and D of the Agreement.

Please submit this form to the Teaching and Learning Department by September 30th.

Name: _____

School(s): _____

Travel Day(s): _____

Please check one:

_____ Travel adjacent to lunch period

_____ Travel from middle school to middle school

This stipend will be paid the first pay date in June.

Approved by: _____
Superintendent /designee

APPENDIX S

PROGRESSIVE DISCIPLINE – DOCUMENTED VERBAL REPRIMAND RECORD

STEP I

On _____, I verbally reprimanded

_____ at _____
(teacher) (school)

regarding the following concern (problem):

Example: Arriving to school late

_____
Principal

_____
Teacher

_____
Association Representative (if applicable)

Teacher's signature is merely acknowledgement that a reprimand was given. It does not indicate agreement or disagreement. This form will not be placed in the teacher's personnel file.

Copies: Assistant Superintendent
Association President

APPENDIX T

APPLICATION FOR SICK LEAVE

Please submit one copy of this form to your principal or department head immediately after the absence for which sick leave payment is requested. This form must be forwarded to the Payroll Department within 15 days of the first day of absence.

Employee's Name _____

School or Department _____

1. I hereby make application for the use of sick leave as provided in ORC 3319.141 and the use of such sick leave is justified for the following reason: (Sick leave will be charged in quarter (1/4) day increments.)

   A. _____ Personal illness or injury

   B. _____ Exposure to contagious disease

   C. _____ Personal pregnancy or adoption

   D. _____ Illness, injury or death in the immediate family

2. If A, B, or C is checked above, was professional medical attention required?

   Yes _____ No _____

   If "Yes", the name and address of the physician must be provided upon request.

3. If D is checked above, please give the name, address and relationship of such members of your immediate family.

   Name _____

   Address _____

   Relationship _____

4. I hereby request _____ day(s) of sick leave beginning _____ AM/PM _____
   Date

   and ending _____ AM/PM _____.
   Date

_____ Approved _____ Not Approved _____

Signature of Employee Date

_____

Principal or Department Head Date

APPENDIX U

APPLICATION TO USE SICK LEAVE POOL

I, _____ wish to apply for _____

days of sick leave from the Lakewood Schools Sick Leave Pool.

I have reviewed the criteria found in Section 8.07 of the Agreement and agree that if this application is approved, I will comply with all requirements of that Section.

I will need days from the sick leave pool because _____

_____

_____

_____

_____

I understand that any sick leave that accumulates during my absence

will be deducted before days from the pool will be used.

_____

(Signature and date)

This form along with any supportive documentation required by Section 8.07 must be forwarded to the Superintendent who will review the application with the Association President. (Application forms will remain confidential to the extent allowed by law. Please send directly to the Superintendent in an envelope marked "confidential".)

APPENDIX V

SICK LEAVE DONATION FORM

I, _____ wish to donate one day of sick leave to the Lakewood City Schools Sick Leave Pool. I understand this day will be deducted when it is donated.

If retiring with days in excess of 280:
Upon retirement, I would like to donate _____ sick days (up to ten) to the Sick leave Pool.

_____
Signature (date)

_____
School Building

This form should be sent directly to the Association President who will forward needed days in the order received. Any day(s) not forwarded to the Board in this case will be returned to the teacher who donated the day(s).

APPENDIX W

APPLICATION FOR PERSONAL LEAVE

Please submit a copy of this form to your building principal immediately after the personal leave absence.

Employee's Printed Name _____

School and/or Department _____

Personal Leave Date _____

Personal leave days shall not be used immediately before or after any vacation period* if it is for vacation, entertainment, or recreation. In addition, personal leave for vacation, entertainment, or recreation shall not be used on the first or last student day of the school year

*Vacation periods shall be specified as: Thanksgiving, Winter Vacation, Martin Luther King Day, NEOEA Day, Presidents' Day, Spring Vacation, Memorial Day, and Labor Day.

_____	1/4 day	_____	2 days
_____	1/2 day	_____	2-1/2 days
_____	1 day	_____	3 days
_____	1-1/2 days		

Employee Signature _____ Date _____

Administrator Signature _____ Date _____

Please return to the Human Resources Office.
Director of Human Resources will submit to the Payroll Department.

Effective Date: August 1, 2012

APPENDIX X

HIPAA PRIVACY AUTHORIZATION FORM

(To be used only with Appendices, DD, FF, GG, HH, and II)
Authorization for Disclosure of Protected Health Information
(Required by the Health Insurance Portability and Accountability Act – 45 CFR Parts I60 and I64)

Organizations or persons authorized to use or disclose Protected Health Information: *any and all health care providers, health plans and health care clearinghouses (individually, a "Covered Entity").*

Person(s) to whom a Covered Entity may disclose Protected Health Information: *Superintendent of the Lakewood City School District, Lakewood, Ohio, and/or his or her designee(s).*

Specific description of Protected Health Information to be disclosed: *any and all information relating to the provision of health care to me in connection with*

_____.

The purpose of the disclosure is: *at my request.*

This Authorization will expire: *upon termination of my employment with the Lakewood City School District.*

I, _____, Social Security Number _____), hereby authorize the disclosure of my Protected Health Information as described above. I understand that this Authorization is voluntary. I further understand that if any person authorized by me to receive Protected Health Information is not a Covered Entity, my Protected Health Information may no longer be protected by federal privacy regulations.

I understand I may revoke this Authorization at any time by notifying, in writing, each Covered Entity to which I have provided this Authorization, but if I do revoke this Authorization, such revocation will not have any effect on actions taken in reliance on this Authorization.

I understand that a Covered Entity may refuse to provide health care to me if the sole purpose of the health care is to create Protected Health Information for disclosure as described above, unless I sign this authorization.

Signature of Individual (or Representative): _____ Date: _____

Printed Name of Individual (or Representative): _____

A Representative must describe his/her authority to act as the Individual's representative (please attach supporting documentation): _____

_____

_____

APPENDIX Y

ASSAULT LEAVE FORM

Name _____ Date _____

School _____

Assault leave has been taken in accordance with Ohio Revised Code Section 3319.143 and Section 8.14 of the Agreement between the Lakewood Board of Education and the Lakewood Teachers Association.

_____ day(s) of assault leave was/were taken

beginning on _____, 20 _____, and
(date)

ending on _____, 20 _____.
(date)

Medical attention _____ required.
(was/was not)

The details of the assault were reported to and discussed with the building

administrator on _____.
(date)

If a police report was filed, it was filed on _____.
(date)

In order to receive Assault Leave, a Worker's Compensation claim must be filed.

The date that this claim was filed was _____.

_____
(Teacher's signature)

_____
(Building Administrator's signature)

_____
(Superintendent's signature)

APPENDIX Z

SCHEDULED ABSENCE APPLICATION

NAME_____ SCHOOL_____

Please complete only one (1) of the following boxes:

□ For IEP Day/IEP Writing Day/Alternate Assessment Day. Fill out the front side of the form only. Please indicate the date(s) requested: _____.
This form must be submitted to the Director of Human Resources ***at least two weeks before requested date.***

□ For Jury Duty and/or subpoena/summons. Fill out the front side of the form only. Please indicate the date(s) requested: _____.
This form must be turned in as soon as possible to the Director of Human Resources. Please attach to this form a copy of the Jury Duty summons, subpoena, or other notice compelling your attendance.

□ For Professional Conference, School Business, LTA Business, In-service Meeting. This form must be completed and submitted to principal or immediate administrative officer *at least one month prior to attendance dates*. Please complete the back side of the form following the activity.

TITLE OF EVENT/ACTIVITY_____

DATE(S) OF EVENT/ACTIVITY _____ LOCATION_____

ATTENDANCE DATES_____ SCHOOL ABSENCE DATES _____ NO. OF DAYS SUBSTITUTE REQUIRED_____

DID YOU ATTEND THIS EVENT/ACTIVITY LAST YEAR? Yes_____ No_____

WHAT IS THE SIGNIFICANCE OF THIS EVENT/ACTIVITY TO THE LAKEWOOD SCHOOLS?

_____

_____

_____

_____ _____ _____ _____
Principal or Administrator Date Applicant Date

(SIGNATURES REQUIRED PRIOR TO SUBMISSION)

_____

Fill in the estimated expenses if you expect financial assistance other than the employment of a substitute.

Estimated Expenses:

*Travel (include taxi, bus, tolls, etc.)..... .$_____
(✓one: _____ car _____train _____airplane)

**Living Expenses $_____Lodging $_____Meals . . . . . .$_____

Registration..... $_____

TOTAL ESTIMATED EXPENSES..... $_____

Fund/Coding (if known) _____

*The least expensive and fastest mode of travel shall be recognized. The current IRS rate shall be applied when traveling by automobile. When more than one person attends the same meeting and auto transportation is utilized, only one trip amount will be reimbursed.

**Meals and lodging shall be reimbursed at actual costs within contractual limits. Receipts must be submitted to receive reimbursement. Reimbursement cannot be made for personal telephone calls, tips, alcoholic beverages, or any items of a personal nature connected with attendance at a meeting. All receipts must be submitted for reimbursement.

Approved by: _____ _____
Assistant Superintendent or Director of Human Resources Date

SCHEDULED ABSENCE APPLICATION

COMPLETE THIS SIDE OF FORM ONLY AFTER ATTENDING PROFESSIONAL CONFERENCE, SCHOOL BUSINESS, LTA BUSINESS OR IN-SERVICE MEETING.

VERIFICATION FORM

SUBMIT THIS FORM WITHIN TWO WEEKS OF THE EVENT/ACTIVITY.

This is to certify that I, _____, attended the event/activity entitled _____ on _____ for which I am not requesting reimbursement.
(dates)

_____ _____

Principal or Administrator Date Applicant Date

EXPENSE VOUCHER

SUBMIT THIS FORM WITHIN TWO WEEKS OF THE EVENT/ACTIVITY.

This is to certify that I, _____, attended the event/activity entitled _____ on _____ for which I am requesting reimbursement.
(dates)

A brief written report or statement confirming an oral presentation to other staff members must accompany this expense voucher to receive reimbursement.

EXPENSES (Attach ALL Receipts)

Travel .....$_____
The least expensive and fastest mode of travel shall be recognized (including limousine, taxi, tolls, parking, etc.). The current IRS rate shall be applied when traveling by automobile. When more than one person attends the same meeting and auto transportation is utilized, only one round trip amount will be reimbursed.

Living Expenses $_____ Lodging $_____ Meals. . . . . .$_____

Registration.....$_____

TOTAL EXPENSES . . . . . $_____
Fund/Coding _____

_____ _____

Principal or Administrator Date Applicant Date

Authorized for payment: _____ _____
Asst. Supt. or Dir. of HR Date

For Office Use Only:
Original Returned _____ Computer Entered _____ Sent to Accounting _____

Effective Date: August 1, 2008

APPENDIX AA

INITIATION OF GRIEVANCE

To: Superintendent of Schools

Date Grievance Occurred _____

Date of Grievance Initiation _____

Level of Grievance Initiation _____

Name of Teacher(s) _____

School _____

STATEMENT OF GRIEVANCE [citing specific Article(s) and Section(s)]:

SOLUTION SUGGESTED:

(Signature of Teacher) _____

Date _____

TO: _____
(Administrator)

From: Superintendent of Schools

Please initiate a Level One Procedure on the above grievance, which will be assigned reference number _____.

APPENDIX BB

DISPOSITION OF GRIEVANCE - LEVEL ONE

TO: Superintendent of Schools
Association President

FROM: Level One Grievance Procedure Participants

Reference Number _____

Date of Grievance Initiation: _____

Date of Additional Meetings (if held): _____

Date of Completing This Form: _____

STATEMENT OF GRIEVANCE [citing specific Article(s) and Section(s)]:

SOLUTION TO GRIEVANCE:

The participants agree to this solution of the Level One Grievance:

PARTICIPANTS' SIGNATURES

Teacher _____ Administrator _____

Associate _____ Associate _____

Associate _____ Associate _____

AREAS OF DISAGREEMENT OR ADMINISTRATOR'S DECISION WITH REASON AND TEACHER'S OBJECTIONS:

APPENDIX CC

DISPOSITION OF GRIEVANCE - LEVEL TWO

TO: Superintendent of Schools
Association President

FROM: Level Two Grievance Procedure Participants

Reference Number _____

Date of First Level One Meeting: _____

Date of First Level Two Meeting: _____

Date of Additional Meetings (if held): _____

Date of Completing This Form: _____

STATEMENT OF GRIEVANCE [citing specific Article(s) and Section(s)]:

SOLUTION TO GRIEVANCE:

The participants agree to this solution of the Level Two Grievance.

PARTICIPANTS' SIGNATURES:

Teacher _____ Superintendent _____

Associate _____ Associate _____

Associate _____ Associate _____

AREAS OF DISAGREEMENT OR ADMINISTRATOR'S DECISION WITH REASON AND TEACHER'S OBJECTIONS:

APPENDIX DD

RELEASE OF MEDICAL INFORMATION TO LAKEWOOD CITY SCHOOLS' PHYSICIAN

_____

Physician/Hospital/Health Care Provider

I, _____, request release of pertinent medical information regarding _____

_____ to the school physician of the Lakewood City Schools.

I understand that all or part of this information may be used by the medical review team in evaluating the medical status of the above-named person, and after medical team evaluation may be shared with the Superintendent in order for the Superintendent to make appropriate status/assignment decisions. I further understand that information concerning the teacher will be confidential with the exception of the Superintendent, Medical Review Team and any others as required by law.

_____ _____

Date Signature

_____

Relationship

APPENDIX EE

APPLICATION FOR RELOCATION PERSONAL LEAVE FORM

Teacher Name: _____

School/Department: _____

Requested Relocation Personal Leave Date: _____Day: _____

Note: The Relocation Personal Leave Day follows the procedures as outlined in Section 29.07 of the Agreement. These days may not be taken on Mondays or Fridays during the months of April, May or June. No more than eight (8) relocation personal leave days will be approved for Mondays and Fridays in August through March. These days must be preapproved and will be granted on a first-come, first-served basis as received at the Department of Human Resources.

_____
Signature of Teacher

_____
Date Completed

To be completed by the Department of Human Resources
and a copy sent to the teacher and immediate supervisor.

Approved: _____ _____
Director of Human Resources

Not Approved: _____ _____
Date

APPENDIX FF

HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE'S SERIOUS HEALTH CONDITION

FMLA FORM

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Lakewood City School District. Employee is employed as a _____ (name of position). Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that I have physically examined Employee and have determined that she/he has a serious health condition.

This serious health condition began on _____ (Date) and will continue until _____ (Date). (Indicate whether actual _____ or estimated _____).

Please provide appropriate medical facts: (attach separate sheet if necessary).

I also certify that the Employee is unable to perform the essential job functions of his/her position.

The Employee will continue to be under my care for treatment, and I will give Lakewood City Schools District a monthly update in writing on the Employee's condition.

_____
Health Care Provider (Please print or type.)

_____
Signature

_____
Telephone Number Date

Return this form to

Director of Human Resources
Lakewood Board of Education
1470 Warren Road
Lakewood, Ohio 44107

APPENDIX GG

HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS HEALTH CONDITION OF EMPLOYEE'S SPOUSE, CHILD, OR PARENT

FMLA FORM

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Lakewood City School District. Please complete the information outlined below so that the employee's eligibility can be determined.

I hereby certify that Employee is needed to care for his/her child/spouse/parent because such relative has a serious health condition.

This serious health condition began on _____ (Date) and will continue until _____ (Date). (Indicate whether actual _____ or estimated _____).

Please provide appropriate medical facts and indicate why Employee is needed to care for the relative: (attach separate sheet if necessary).

The Employee will have to care for his/her relative until _____ (Date).

(Indicate whether actual _____ or estimated _____).

_____
Health Care Provider (Please print or type.)

_____
Signature

_____
Telephone Number Date

Return this form to

Director of Human Resources
Lakewood Board of Education
1470 Warren Road
Lakewood, Ohio 44107

APPENDIX HH

HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE REQUEST FOR INTERMITTENT LEAVE OR REDUCED-WORK SCHEDULE

FMLA FORM

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Lakewood City School District. Please complete the information below so that the employee's eligibility can be determined.

_____ Employee has requested intermittent leave or a reduced-work schedule for planned medical treatment. Indicate below the dates on which treatment is expected to be given and the duration of treatment.

_____ Employee has requested intermittent leave or a reduced-work schedule for his/her own serious health condition. Indicate below the medical necessity and expected duration of such leave.

_____ Employee has requested intermittent leave or a reduced-work schedule to care for a child/spouse/parent. Indicate below why leave is necessary for the care of the relative and how it will assist in their recovery and the expected duration and schedule of such leave.

Please provide appropriate medical facts: (attach separate sheet if necessary).

_____
Health Care Provider (Please print or type.)

_____
Signature

_____
Telephone Number Date

Return this form to

Director of Human Resources
Lakewood Board of Education
1470 Warren Road
Lakewood, Ohio 44107

APPENDIX II

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

FMLA FORM

I hereby certify that I have physically examined _____ (Employee) and have determined that s/he is able to resume all the essential job functions of his/her position and so is eligible to return to work in the Lakewood City School District.

The following limits exist or accommodations are necessary to resume his/her essential job functions:

_____
Health Care Provider (Please print or type.)

_____
Signature

_____
Telephone Number Date

Return this form to

Director of Human Resources
Lakewood Board of Education
1470 Warren Road
Lakewood, Ohio 44107

APPENDIX JJ

NOTIFICATION OF DEVIATION FROM CONTRACTUALLY AGREED UPON WORKLOAD

Name _____ Date _____

School/Position _____ School Year _____

I am voluntarily agreeing to responsibilities/scheduling during the _____-_____ school year which are not in strict compliance with the language in Article 5, Section _____ of the Agreement. My volunteering for these responsibilities/scheduling will not set a precedent for any future bargaining unit member.

Description of the variance:

_____

_____

_____

_____

_____

_____ _____

Signature of Administrator Signature of Teacher

cc:

Association President
Administrator
Teacher (original)

APPENDIX LL
PRE-APPROVAL GUIDELINES

Guidelines for filling out pre-approval form:

1. Pre-approval is not required for Salary Adjustment for Academic Growth credit if both of the items listed below apply:

   A. the course is sponsored by an accredited university

   B. the course is a graduate-level course in the teacher's current teaching assignment or coursework required for an administrative license completed after July 31, 2002

2. Pre-approval must be sought using Appendix P for Salary Adjustment for Academic Growth credit for the following:

   A. correspondence courses
   B. home instruction
   C. television or tape recorded courses
   D. video courses
   E. any undergraduate course
   F. trade courses
   G. volunteer work
   H. committee work
   I. courses, workshops, seminars that are outside of your area(s) of certification/licensure
   J. repetition of a course ("refresher" course)
   K. other professional activities

3. Remember, Salary Adjustment for Academic Growth credit in the Lakewood City Schools is not necessarily equivalent to credits given for certification by the State of Ohio.

4. In the Lakewood City Schools, Salary Adjustment for Academic Growth plan:

   Thirty (30) clock hours = one (1) semester hour of Salary Adjustment for Academic Growth

   Three (3) continuing education units (C.E.U.'s) = one (1) semester hour of Salary Adjustment for Academic Growth

   One quarter hour = 2/3 of a semester hour of Salary Adjustment for Academic Growth

5. The teacher should submit this pre-approval form to the principal in advance of the activity's start.

6. The principal shall forward Appendix P to the committee.

7. Salary Adjustment for Academic Growth credit will not be granted if a course is taken solely for personal financial gain outside teaching, i.e., law school, real estate, financial planning, insurance, etc.

APPENDIX MM
SALARY ADJUSTMENT FOR ACADEMIC GROWTH AND LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC) CREDIT FORM

(Submit one form per activity)

Name _____ Date _____
Last First MI

Building(s) _____ Teaching Assignment(s) _____

LPDC/IPDP (Applies to certification/licensure)
REFERENCE LPDC NOTEBOOK FOR PROCESSING GUIDELINES

□ Preapproval □ Evaluation* (*Documentation Needed as Proof of Completion for LPDC Credit.)

Option: ***(Please check one)***

___Course/Seminar for University Credit
___Teaching Adult Vocational/Technical Course
___Professional Education Organization Activities
___Peer Observation/Peer Coaching
___Mentor of Entry Year Teacher
___District-Wide Initiatives Committee Work
___Professional Development
___Publication of Original Work
___Self-Directed Educational Development
___Community/Business Educational Activity
___Teaching a College Course/Seminar
___Professional Presentation
___Completion of Requirements for National Board Certification
___Supervisor of Student Teacher
___Curriculum Development
___School-Related Project
___Professional Conference/Workshop/Institute
___Grant Writing
___Externship
___Other _____

Beginning and Ending Dates of Activity _____

Title of Activity _____ Course # _____

Amount of Credits/CEUs given by _____ Amount of Credits/CEUs given _____
(1 CEU = 10 Contact Hours; 1 Semester Hour = 3 CEUs, 1 Quarter Hour = 2 CEUs)

How does this activity support your IPDP Goals? _____

_____

Employee's Signature _____ Date _____

LPDC's Signature _____ LPDC CEU Status: _____ Date _____

* * * * * * * * * * * * * *

SALARY ADJUSTMENT FOR ACADEMIC GROWTH (Applies to salary increase)
REFERENCE LTA AGREEMENT, Section 6.02Q, FOR PROCESSING GUIDELINES

□ Preapproval (Does this activity require preapproval? Reference Appendix **LL**)
□ Evaluation* (*Documentation Needed as Proof of Completion for Salary Adjustment for Academic Growth Credit.)
Option: ***(Please check one)***

___Course/Seminar for University Credit
___Completion of Requirements for National Board Certification
___Supervisor of Student Teacher
___Other _____

Beginning and Ending Dates of Activity _____

Title of Activity _____ Course # _____

Credits given by _____ Amount of Credits (Semester Hours) given _____

How does this activity support your Salary Adjustment for Academic Growth? _____

_____

Did you or will you apply for any subsidy or reimbursement from the District? _____ (If answered "yes," will generally
**Will a sub be required? _____ disqualify applicant for salary adjustment.)

Employee's Signature _____ Date _____

Principal's Signature _____ Date _____

Salary Adjustment for Academic Growth Signature _____ Date _____

Salary Adjustment for Academic Growth Meeting Date _____ New Salary Adjustment for Academic Growth Status _____

Salary Adjustment for Academic Growth – White and Yellow Copies LPDC = Pink and Goldenrod Copies

APPENDIX NN

REQUEST FOR SALARY ADJUSTMENT FOR LAKEWOOD ACADEMIC GROWTH UNITS (LAGU)

Name: _____
Last First MI

Building: _____ Teaching Assignment: _____

I certify that I have completed 75 contact hours of coursework approved for Lakewood Academic Growth Units (LAGUs). I wish to have my salary adjusted to reflect this.

Signature _____ *Date* _____

For Human Resources Use Only:

To be completed by the Department of Human Resources
and a copy sent to the teacher.

Approved: _____ _____
Director of Human Resources

Not Approved: _____ _____
Date

(Effective August 1, 2008)

APPENDIX OO

PACKING COMMITMENT FORM

Teacher Name: _____

School/Department: _____

This form must be completed and returned to the building administrator by the last teacher workday of the school year . Choose one of the following:

_____ I want the District to pack my workspace.

_____ I will pack my entire workspace in exchange for one relocation personal leave day to be taken during the following school year.

If a teacher plans to retire or resign at the end of the school year, the personal day shall be added to the teacher's total sick leave accumulation pursuant to Section 29.07 of the negotiated agreement.

_____
Signature of Teacher

_____
Date Completed

Note: After packing is confirmed, the building administrator is to forward the original to Human Resources

_____
Signature of Building Administrator

_____
Date of Confirmation

Revised February 25, 2008

APPENDIX PP

TEACHER COMPENSATION FORM

Name:_____ Date: _____

Building: _____

I am requesting compensation:

_____ Payment for substituting for another teacher (Article 8.02C) (.001 of BA-0)
Period: _____ Minutes: _____
Absent Teacher: _____

_____ Comp time for an additional evening/weekend activity (Article 5.07)
Activity:_____
Date:_____ Minutes:_____

_____ Loss of prep period due to testing (Article 5.11) (.001 of BA-0)
Period:_____ Minutes:_____
Choose one: comp time: _____ payment: _____

_____ Payment for time in meetings beyond the scheduled work day (Article 5.06D) (.0014 of the BA-0)
Type of meeting:_____ Minutes: _____

_____
Teacher Signature

_____
Principal Signature

Principal will forward this form to the Department of Human Resources.

APPENDIX QQ

LAKEWOOD CITY SCHOOLS DECLARATION OF DOMESTIC PARTNERSHIP

I. DECLARATION

We, _____ and, _____,
(employee—print name) (domestic partner—print name)

each certify and declare that we are domestic partners in accordance with the following criteria:

II. STATUS

1. We affirm that this domestic partnership began on or about ___/___/___.

2. We are each other's sole domestic partner, and we intend to remain so indefinitely.

3. Neither of us is married to or legally separated from anyone else.

4. We are both at least 18 years of age and mentally competent to consent to contract.

5. We are not related by blood to a degree of closeness that would prohibit legal marriage in the state in which we legally reside.

6. We cohabit and reside together in the same residence and intend to do so indefinitely.

7. We are engaged in a committed relationship of mutual caring and support and are jointly responsible for our common welfare and living expenses. Our interdependence is demonstrated by

   ___ Proof of marriage from a state that recognizes same-sex marriage

   OR at least three of the following (please check appropriate items):

   ___ Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property
   ___ Common ownership of a motor vehicle
   ___ Driver's license listing a common address
   ___ Proof of joint bank accounts or credit accounts
   ___ Proof of designation as the primary beneficiary for life insurance or retirement benefits, or primary beneficiary designation under a partner's will
   ___ Assignment of a durable property power of attorney or health care power of attorney

8. We are not in this relationship solely for the purpose of obtaining benefits coverage.

III. DEPENDENT CHILDREN OF DOMESTIC PARTNER

We understand that dependent children of the domestic partner signing below are eligible for coverage when they are:

- unmarried
- dependent on the employee for support, and
- meet the age/school and all eligibility requirements of the plan of benefits.

IV. CHANGE IN DOMESTIC PARTNERSHIP

1. We have an obligation to notify the Lakewood City School District by filing a Declaration of Termination of Domestic Partnership if there is any change in our domestic partnership status as attested to in this Declaration that would terminate this Declaration (e.g., due to death of a partner, a change in residence of one partner, termination of the relationship, etc.). We will notify the Lakewood City School District within 31 days of such change.

2. We understand that termination of this coverage (obtained as a result of completion of this Declaration) will be effective on the date the relationship ends as indicated on the Declaration of Termination of Domestic Partnership, providing coverage has not otherwise terminated due to standard policy provisions.

V. ACKNOWLEDGMENTS

1. We understand that a civil action may be brought against one or both of us for any losses (as well as attorneys' fees and costs) due to any false statement contained in this Declaration or for failure to notify the Lakewood City School District of changed circumstances as required in Section IV above. I, the undersigned employee, further understand that falsification of information in this Declaration, or failure to notify the Lakewood City School District, of changed circumstances pursuant to Section IV above, may lead to disciplinary action against me, including discharge from employment.

2. We have provided the information in this Declaration for use by the Lakewood City School District for the sole purpose of determining our eligibility for certain domestic partner benefits. We understand and agree that the Lakewood City School District is not legally required to extend any such benefits. We understand that this information provided in this Declaration will be treated as confidential by the Lakewood City School District but will be subject to disclosure: a) upon the express written authorization of the undersigned employee, b) upon request of the insurer or plan administrator, or c) if otherwise required by law.

3. We understand that this Declaration may have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Declaration, we should seek competent legal advice concerning such matters.

We affirm, under penalty of perjury, that the statements in this Declaration are true and correct.

_____ ___/___/___ ___/___/___
Employee Signature DOB Date

_____ ___/___/___ ___/___/___
Domestic Partner Signature DOB Date

_____

_____
Employee and Domestic Partner Address

STATE OF _____ }
} ss.
COUNTY OF _____ }

SWORN TO AND SUBSCRIBED in my presence by _____ (employee name) and _____ (domestic partner name) on this _____ day of _____, 20 ___.

_____
Notary Public

APPENDIX RR

LAKEWOOD CITY SCHOOLS DECLARATION OF TERMINATION OF DOMESTIC PARTNERSHIP

I, _____ (employee-print name), certify and declare that _____(former domestic partner-print name) and I are no longer domestic partners as of ___/___/___. I understand that insurance coverage for this individual will terminate on this date.

1. I make and file this Declaration of Termination in order to cancel the Declaration of Domestic Partnership filed by me with the Lakewood City School District on ___/___/___.

2. Termination of the Declaration of Domestic Partnership is due to:

__ Termination of domestic partnership or divorce
__ Change of residence
__ Marriage to another person
__ No longer jointly responsible for each other's common welfare and living expenses
__ Death of domestic partner

I understand that another Declaration of Domestic Partnership cannot be filed until six (6) months from the date the relationship ends (as indicated above).

In the event that termination of this relationship is not due to the death of my domestic partner, I will mail my former domestic partner a copy of this notice at:

_____

_____
(former domestic partner's new address).

I affirm, under penalty of perjury, that the above statements are true and correct.

_____ ___/___/___
Signature of Employee Date

STATE OF _____ }
} ss.
COUNTY OF _____ }

SWORN TO AND SUBSCRIBED in my presence by _____ (employee name) on this

_____ day of _____, 20 ____.

_____
Notary Public

CONSENSUS STATEMENTS

It is understood by the Association and the Administration that consensus statements are good faith agreements that both parties are committed to following, but are not part of the collective bargaining agreement and are therefore not subject to the grievance procedure of the Negotiated Agreement.

1. In order to resolve concerns raised by the Administration regarding the participation or supervision by more teachers in evening and weekend activities, the Superintendent and the Association President shall jointly encourage the members of the bargaining unit and the administration to volunteer for evening and weekend activities at school as the schedules of the teachers permit.

2. In order to properly assess the needs and challenges encountered with the 3rd and 4th year of the Resident Educator Program, the LTA and the Administration shall revisit and assess the Resident Educator Program (Article 21) provisions during the 2014-2015 school year by May 1, 2015.

3. In order to resolve the issues raised by LTA regarding the integration of the Lakewood City Academy (LCA) staff into the parameters of the collective bargaining agreement, the LTA and Administration shall establish a co-facilitated committee with an equal number of representatives of teachers and Administrators to create contractual language to mirror LCA workload. The deadline for accomplishing this charge is May 15, 2015 and is subject to normal ratification requirements.

4. In order to resolve the issues raised by LTA regarding the integration of the Lakewood City Academy (LCA) staff into the parameters of the collective bargaining agreement, the LTA and Administration shall include LCA assigned employees in an advisory capacity in committees, while not limiting the employees' input as Lakewood City School District employees. (e.g. Common Core, OTES, etc.)

5. In order to resolve some of the issues raised by LTA regarding ensuring that Intervention Specialists can provide the legally required support to the students on their caseload, the Administration shall be more cognizant of this concern when scheduling co-teaching opportunities between Intervention Specialists and general education teachers.

6. In order to resolve some of the issues raised by LTA regarding ensuring that Intervention Specialists can provide the legally required support to the students on their caseload, the Administration shall research the feasibility of assigning different staff to tutoring study hall at Lakewood High School and its impact on case management.

7. In order to address concerns raised by LTA in regards to mandated testing specifically those involving ELL students, the Director of Special Programs and the LTA President shall craft a letter to send to building principals offering them the use of substitutes or other remedies if needed during testing.

8. During the 2014-2015 school year, a co-facilitated committee will be established to study the concept of a shorter school year based on an 8 hour school day. The committee will gather input from all stakeholders including staff, parents and the community in order to make recommendations to the LTA and BOE negotiating teams by February 1, 2015. Once language is developed, it shall be sent for ratification by March 30, 2015.