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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

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LAKEWOOD TEACHERS ASSOCIATION

AND

THE LAKEWOOD BOARD OF EDUCATION



August 1, 2010 through July 31, 2014

2012

AGREEMENT

**LAKWOOD TEACHERS ASSOCIATION
AND THE
LAKWOOD BOARD OF EDUCATION**

August 1, 2010 through July 31, 2014

This Agreement between the Lakewood Teachers Association and the Lakewood Board of Education shall be effective beginning August 1, 2010 and will terminate July 31, 2014. The Agreement is subject to ratification by the Association and approval of the Board.

Betsy Shaughnessy 5/21/2012
Betsy Shaughnessy Date
Board President

Colleen Corrigan 05-29-12
Colleen Corrigan Date
President, Lakewood Teachers Association

05-15-12
Date Ratified

05-21-12
Date Approved

Board Resolution No. 105/12

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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 or tutor 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 (see Appendix A). 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:
 - 1. Effects on teachers and students.
 - 2. Increased class size.
 - 3. Ability levels of students involved.
 - 4. Teacher's experience and preparation.
 - 5. Teacher's class load.
 - 6. Teacher's seniority within the system.
 - 7. Declining enrollment.
 - 8. Closing/Moving of schools.
 - 9. Relationship with students.
 - 10. Relationship with staff.
 - 11. 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 will also be sent year round to an employee's personal e-mail account provided the employee provides the district with a personal e-mail address on the Preference Form.
3. All vacancies that occur during the summer months shall be posted in accordance with Section 2.04.A.1-2, as well as through the utilization of the district's electronic phone calling system provided an employee provides the district with a personal phone number on the Preference Form. Employees wishing to opt out of this method of notification shall be given the opportunity to do so on the Preference Form.

The announcement of vacancies will no longer be sent out by U.S. Mail or be advertised in the weekly "Staff Newsletter."

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. Each position-sharing teacher must attend all required meetings that are adjacent to his/her assignment and is responsible for information disseminated at any required meeting. Additionally, each position-sharing teacher must attend any emergency meeting and any DLT-sponsored activity regardless of whether or not these meetings/activities are adjacent to the position-sharing teacher's assignment. Each position-sharing teacher can be required to attend a maximum of three (3) school-sponsored evening activities 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 certificate/license must be filed in the Department of Human Resources before March 15th. If the teacher applies for the appropriate certificate/license before March 1st and, through circumstances that cannot be controlled, does not receive the certificate/license by March 15th, the time limit will be extended to April 1st. A letter from the State Department of Education indicating that a teacher has met all the requirements for a professional certificate/license can be used in place of the actual certificate/license until the certificate/license is issued. The certificate/license must be on file by October 1st of the following year or the teacher will not assume continuing contract status in that year and must reapply. 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. The language of Section 4.07, regarding contract renewal and appraisal, shall apply to all full-time and part-time teachers new to the District, whose employment with the District begins with the 2002-2003 school year or after, other than long-term substitutes, ISGI's, and permanent substitutes. When a long-term substitute, ISGI, or permanent substitute is employed in a regular teaching assignment, they are also governed by Section 4.07, with regard to contract renewal/non-renewal and appraisal.

G. 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. District Substitutes

1. District substitutes are substitutes who are contracted to work the regular school year (184 days) and shall be paid eighty percent (80%) of the base salary for teachers.
2. District substitutes will receive single coverage hospitalization and major medical benefits, single coverage dental benefits, and single coverage vision benefits as provided in the Agreement for regular teachers.
3. All other provisions of this Agreement shall apply to district substitutes except all double class compensation language found in 5.01.B.

D. 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

The District may maintain a maximum of five (5) instructional coach positions. Any instructional coaching position that was created after the start of the 2011-2012 school year shall sunset at the end of the 2011-2012 school year in accordance with the procedures outlined in Article 3.

ARTICLE 3. REDUCTION IN FORCE

During the 2012-2013 and the 2013-2014 school years 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 2012-2013 and 2013-2014 school years.

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. When reductions in force of members of the bargaining unit are necessary, 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 the teacher signed a limited contract upon initial employment with the Board 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.
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. This provision shall be retroactive to January 1, 2010.
- 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

(FOR A TEACHER IN A STANDARD TEACHING POSITION WITH MORE THAN TWO YEARS OF TEACHING EXPERIENCE IN THE LAKEWOOD CITY SCHOOL DISTRICT, AND ANY DISTRICT SUBSTITUTE, LONG-TERM SUBSTITUTE, AND INDIVIDUAL/SMALL GROUP INSTRUCTOR)

During the 2012-2013 school year, the Teacher Appraisal procedure contained in Article 4 shall be the procedure used to evaluate members of the bargaining unit.

During the 2012-2013 school year, a co-facilitated committee shall meet regularly to develop a comprehensive evaluation procedure to be applied to members of the LTA bargaining unit and consistent with the provisions of Section 3319.112, Ohio Revised Code. The committee shall be comprised of an equal number of bargaining unit members and Lakewood administrative employees. The bargaining unit members shall be appointed by the LTA President and the administrative employees shall be appointed by the Superintendent. The total number of committee members shall not exceed eight (8). (See article 11.07)

The co-facilitated committee shall present the product of its efforts to the LTA President and Superintendent on or before March 1, 2013 and subsequently to Communications Forum. The LTA and Board shall then negotiate the inclusion of a pilot evaluation procedure based on the recommendations of the co-facilitated committee for initial implementation during the 2013-2014 school year. This new evaluation policy will be presented for ratification to the Board and the LTA membership no later than June 1st, 2013. The parties agree that during the 2013-2014 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. A "standard teaching position" is any bargaining unit position that is not a long-term substitute, District substitute, or Individual/Small Group Instructor position.
- B. The appraisal plan is based on Charlotte Danielson's, Enhancing Professional Practice: A Framework for Teaching 1996, "Components of Professional Practice". (See Appendix B)
- C. There shall be one evaluator for each teacher (evaluatee). The evaluator can be a principal (designee) or coordinator (if appropriate).
- D. 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.
- E. The documents used in this process are:
 - (1) "Components of Professional Practice" (Appendix B)
 - (2) Appraisal Plan Timeline for Teachers New to the District – (4.07) (Appendix C)

- (3) Appraisal Plan Timeline for Teachers with More Than Two (2) Years of Teaching Experience in the District (Appendix D)
- (4) Formative Model Options (Appendix H)
- (5) Teacher Formative Project Plan (Appendix I)
- (6) Teacher Formative Appraisal Form (Appendix J)
- (7) Pre-Observation Discussion Guide (Appendix E) (Optional)
- (8) Teacher Observation Form (Appendix F)
- (9) Informal Observation Record (Appendix M)
- (10) Teacher Summative Appraisal Form (Appendix G)
- (11) Teachers Experiencing Professional Difficulties (blue – Appendix K)
- (12) Remediation Plan for Improvement Form (Appendix L)

F. The Appraisal Process

1. The appraisal process consists of the following:
 - a. Notification of Appraisal Status
 - b. Observation Cycle(s)
 - c. Teacher Summative Appraisal
2. Notification of Appraisal Status shall occur on or before September 15th.
3. A teacher beginning a new assignment due to District construction will be appraised if appropriate to that teacher's appraisal cycle.
4. 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. These new timelines shall replace ORC 3319.111 in the implementation of ORC 3319.11.
5. Observation Cycle
 - a. A minimum of two observation cycles will be completed during the Appraisal Plan. The forms to be used in the observation cycle are the following:
 - 1) Pre-observation Form (Optional) (Appendix E)
 - 2) Teacher Observation Form (Appendix F)
 - b. An observation cycle includes:
 - 1) Pre-observation conference (Optional)
 - a) To facilitate/promote dialogue using the Pre-observation Discussion Guide (Appendix E)

- b) Both parties identify the components of the Professional Practice to be observed and discuss the methods of observation to be used
- c) This conference is waived unless either the evaluator or evaluatee makes a request for the conference in writing at least five (5) school days prior to the observation.

2) Observation Period

- a) This is a time period in which the evaluator is doing a first-hand observation of a teacher .
- b) The length of the observation shall correspond to a complete lesson or be modified by mutual agreement.
- c) All formal classroom observations of the work performance of a teacher will be openly conducted and with full knowledge of the teacher concerned.

3) Post-observation Conference

- a) This will be a time for professional dialog to share and analyze the activities that occurred during the observation period.
- b) A copy of the Teacher Observation Form (Appendix F) 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.
- c) It is important that the post-observation conference be held within five (5) school days of the observation period.

6. Appraisal Summary Conference

- a. The Appraisal Summary Conference will be held by March 15th for teachers having professional difficulties, teachers eligible for and requesting continuing contract status, and June 1st for all others. The form to be used is the Teacher Summative Appraisal Form (Appendix G).
- b. Participants at this conference will be the evaluator and evaluatee.

- c. Items to be discussed at this conference are:
 - 1) Review of the written Teacher Summative Appraisal Form (Appendix G). The signature of the teacher does not indicate agreement with the evaluation but rather that s/he has received a copy of the form.
 - 2) Identify the teacher appraisal status for the following year.

- G. There shall be no mention of “Progressive Discipline” or any progressive discipline step (including Progressive Discipline, misuse of sick leave and/or personal leave) in any appraisal document. However, the issue that was the basis for the Progressive Discipline may be included in the overall performance of the teacher but only if the misconduct was repeated or if the misconduct was severe in nature.

- H. Definitions
 - 1. Administration – Superintendent, Assistant Superintendents, Director of Human Resources, Directors, Supervisors, Coordinators, Consultants, Principals, Assistant Principals or other designees of the Superintendent, excluding Department Facilitators.
 - 2. Formative Appraisal – 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. Each teacher with a continuing contract is eligible to use the formative model of appraisal after three (3) years of employment in the District. Together, evaluator and evaluatee explore a number of possible options and approaches to improving performance. They develop and refine the project action plan for the year (see Appendix I). If there is no mutual agreement, the summative model shall be used.
 - 3. Summative Appraisal – A structured form of staff appraisal based on Danielson’s “Components of Professional Practice”, designed to improve performance.

- I. 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 for professional improvement purposes only.
 - 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 either an evaluatee's or evaluator's long-term absence, the evaluator's replacement shall continue the appraisal process and timelines 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.

4.02 Appraisal Process Models

- A. Each teacher eligible for and requesting a continuing contract shall have his/her formal appraisal completed by March 15th.
- B. Otherwise, each teacher who completes two (2) or more years of teaching experience in the Lakewood City School District shall participate in the teacher appraisal process at least once every four (4) years. Each teacher with a continuing contract is eligible to use the formative model of appraisal after completing three (3) years of teaching in the District. Teacher appraisals shall be completed by June 1st. At the request of the evaluator/evaluatee, a teacher who has completed two (2) or more years of teaching experience may request and shall be given annual appraisals.

4.03 Informal Observations

- A. Informal observations are actions, concerns, and commendations that may arise outside of the formal appraisal process. These consist of behaviors brought to the attention of the evaluator in the course of his/her routine or as a result of information received from secondary sources. Security cameras shall not be used as a secondary source for the evaluation of instruction. These observations may be incorporated in the formal appraisal process within that school year. When information from a secondary source is to be used in the formal appraisal process, it is the responsibility of the evaluator to verify the information to identify the source and to share this information with the evaluatee as soon as possible to give the evaluatee a chance to respond. If any informal observation is proven by the evaluatee not to be factual, that portion of the observation and/or the evaluation must be removed from any and all files.
- B. Any informal observation that may be used by the administrator to document work performance shall be recorded on the Informal Observation Record (Appendix M) and will be shared in written form with the evaluatee within ten (10) school days to correct any difficulties. All such material will be signed by the evaluatee. The signing merely acknowledges having seen the material and does not indicate agreement or disagreement.
- C. Informal observations should be used as a constructive form of feedback. It is recommended that both the evaluator and the evaluatee give periodic positive feedback either in person or in writing to each other.

4.04 Responsibilities

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

A. Evaluator:

The building principal or designee is the primary evaluator of all assigned teachers for whom responsible.

The responsibilities of the 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 that they will be undergoing the appraisal process.
4. Orient staff annually to all procedures involved.
5. Make the appraisal process a major priority.
6. Approach the process with an open mind about differences in teaching styles and personalities.
7. Implement the appraisal process, keep to its deadlines, and complete cycle a minimum of two (2) times per evaluatee.
8. Provide the evaluatee with all written communications described in this Agreement.
9. Document the various conferences involved in the process.
10. Seek further training in areas of supervision to gain skills necessary to be an effective evaluator.
11. Inform the evaluatee of all concerns and/or areas of strength during the appraisal process so that the Teacher Summative Appraisal reflects these concerns/areas of strength that have been addressed throughout the year.
12. When the administration feels that termination or non-renewal of a contract, failure to be advanced to tenure, or involuntary transfer is necessary, it is understood that the need for such a decision, when based upon the performance of the teacher, will be reflected in the observations and the Teacher Summative Appraisal made by the administration and that a reasonable time has been given to correct any difficulties.

13. Place positive written materials in teachers' files about personal and/or professional accomplishments.

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 "Components of Professional Practice".
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.

4.05 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 shall receive a second evaluator to conduct the teacher appraisal from that point forward. The second evaluator's participation in the teacher appraisal shall be limited to areas of concern as delineated by the Superintendent and may include, but not be limited to, conducting formal classroom observations and preparation of the Teacher Summative Appraisal of that evaluatee. Any formal observations made by the original evaluator will be included in preparation of the Teacher Summative Appraisal. The original evaluator may also continue to assist the appraisal process with informal observations and input into the Teacher Summative Appraisal.
- C. Process for appealing concerns with the Teacher Summative Appraisal form, recommendation for non-renewal, or recommendation for termination.
1. If the evaluatee does not agree with the conclusions found in the Teacher Summative Appraisal Form, s/he may appeal it through the process listed below:
 - a. The evaluatee may write reasons for disagreement on the Teacher Summative Appraisal Form 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.
- D. The appraisal process in this Agreement for other than a teacher new to a standard teaching position in the Lakewood City School District shall replace ORC 3319.111 in the implementation of ORC 3319.11.

4.06 Teachers Experiencing Professional Difficulties (Except for Teachers New to a Standard Teaching Position in the District) [For teachers on Appendix K, formerly the "blue form"]:

- A. If possible, any teacher who will be participating in the teacher appraisal process in accordance with the Appendix K ("blue form") procedures the following school year shall be notified of this appraisal status by his/her evaluator no later than June 1st.
 1. A Remediation 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. Two observation cycles shall be completed by December 15th.
 3. Two additional observation cycles shall be completed by March 10th.
 4. Final written appraisal conference and notification of non-renewal or termination (if applicable) shall be held by March 15th.
- B. During any school year, if an administrator determines that a teacher who is not on any appraisal cycle should be participating in the teacher appraisal process in accordance with the Appendix K (“blue form”) procedures, that teacher shall be notified on or before October 1st.
1. Remediation Plan Conference shall be held within ten (10) school days of notification. The teacher shall be notified if s/he is facing possible non-renewal or termination at this conference.
 2. Two observation cycles shall be completed by December 15th.
 3. Two additional observation cycles shall be completed by March 10th.
 4. Final written appraisal conference and notification of non-renewal or termination (if applicable) shall be held by March 15th.
- C. Any teacher who is on an appraisal cycle may be transitioned to the Appendix K (“blue form”) procedures as long as that transition occurs on or before November 15th.
1. Following one observation cycle, notification of movement to the Appendix K (“blue form”) by November 15th.
 2. Remediation Plan Conference held within ten (10) school days of notification of change of appraisal status to Appendix K. The teacher shall be notified if s/he is facing possible non-renewal or termination at this conference.
 3. Second observation cycle completed by December 15th.
 4. Completion of two observation cycles by March 10th.
 5. Final written appraisal conference and notification of non-renewal or termination (if applicable) by March 15th.
- D. Any teacher identified as facing non-renewal, termination, or needing significant improvement (i.e., the teacher is on the “blue form”, Appendix K) will be provided immediate and careful supervised support.

E. Remediation Plan Conference

1. This meeting is between the evaluator and the evaluatee for the purpose of developing a remediation plan (Appendix L) which includes:
 - a. identifying areas needing improvement
 - b. indentifying help needed and steps to be taken for successful completion of the plan
 - c. setting dates for remaining observation cycle(s)
2. Upon the request of the evaluatee, the Association President 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. If that is the case, refer to Appendix K.

F. Process for appealing concerns with the Teacher Summative Appraisal Form for teachers facing a recommendation for non-renewal, or recommendation for termination.

1. Non-Renewal

- a. For teachers being recommended for non-renewal, the Teacher Summative Appraisal conference and notification of position and future appraisal status is due by March 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 April 7th 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.
- 3. The appraisal process in this Agreement for other than a teacher new to a standard teaching position in the Lakewood City School District shall replace ORC 3319.111 in the implementation of ORC 3319.11.

4.07 TEACHER APPRAISAL AND DISMISSAL PRACTICES FOR A TEACHER NEW TO A STANDARD TEACHING POSITION IN THE LAKEWOOD CITY SCHOOLS

- A. A “standard teaching position” is any bargaining unit position other than a long-term substitute, ISGI, or District substitute position.
- B. Each full-time and part-time teacher new to the Lakewood City Schools in a standard teaching position shall be governed exclusively by ORC 3319.11 and ORC 3319.111 with respect to teacher evaluation (appraisal) and contract renewal/non-renewal for his/her first two (2) years of employment in the District.
- C. 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 with respect to teacher evaluation and 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.
- D. During this two (2) year period, the provisions of Article 4 and all teacher appraisal documents and/or all instruments which appear as Appendices to the Agreement, except Appendices F and G, shall not apply.
- E. Except as set forth in Section 4.07(H) of this Agreement, if the timelines of ORC 3319.11 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.
- F. 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. These new timelines shall replace the timelines in ORC 3319.111 in the implementation of ORC 3319.11.
- G. After the first two (2) years under ORC 3319.11 and ORC 3319.111 for evaluation and nonrenewal, each teacher will be appraised using the procedures listed in this Agreement in the first section of Article 4 – “Teacher Appraisal and Dismissal Practices for a Teacher in a Standard Teaching Position with More than Two Years of Teaching Experience in the Lakewood City School District, and any District Substitute, Long-Term Substitute, and Individual/Small Group Instructor”. 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 nonrenewed 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.

- H. When all observation/appraisal requirements have not been met for a teacher in their first two (2) years of employment due to the teacher's extended or repeated absence, the teacher will be granted a one (1) year limited contract and be considered a second year teacher during this additional year for purposes of Section 4.07.
- I. By mutual agreement of the Superintendent/designee and the teacher, the parties can extend the length of time from two (2) years to three (3) years that a new teacher can be under Section 4.07 for appraisal/nonrenewal purposes. Such agreement must be in writing and signed by the Superintendent/designee and the affected teacher, and witnessed by the LTA President.

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 one-and-a-half or doubled music/art/physical education classes be unavoidable, the teacher of the class(es) shall be compensated as follows: classes of thirty-eight (38) to fifty (50) students shall be compensated at \$300 per class; classes of fifty-one (51) to sixty (60) students shall be compensated at \$400 per class. In an exceptional circumstance where a class would exceed sixty (60), a per student stipend of \$1.00 per student per day shall be paid to the teacher. This stipend will be paid in the first paycheck in June if the teacher submitted the Compensation for One-and-a Half or Doubled Music/Art/Physical Education Classes form (Appendix KK) by May 1st. 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 regular education 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 7-8;
- 3) Orchestra 6;
- 4) Orchestra 7-8;
- 5) Choir 6,7,8;
- 6) General Music 6;
- 7) General Music 7;
- 8) General Music 8.

b. *At the present time, the exploratory courses include: art, family and consumer science, computer, foreign language, 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 Special Education Teacher's Work Load

- A. The Board will abide by the state regulations regarding class size for special education students.
- B. High School special education teachers 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, special education teachers 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 special education teacher 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 special education teacher must inform his/her immediate supervisor by October 15th using the Appendix N form as to whether or not s/he will be taking the released day or purchasing instructional materials.
 3. The special education teacher could elect not to use these days for IEP preparation/conferences. If that is the case, the special education teacher 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 special education teachers entitled to two (2) days of released time, the combination of one (1) day released time and one (1) day instructional materials allowance is not permitted.

4. Each special education teacher 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 special education teacher's responsibility to notify the building principal and the substitute service so that arrangements can be made for a substitute.
 5. If the special education teacher 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 special education teachers who have three (3) or more alternatively assessed students. Each special education teacher 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 special education teacher's responsibility to notify the building principal and the substitute service so that arrangements can be made for a substitute.

5.05 Class Size and Composition

- A. Every effort shall be made to maintain class sizes of thirty (30) or fewer students excluding physical education (all levels), performing music (all levels), learning resource centers (all levels), music (elementary), typing (high school), and study halls (middle school). An exception to this average will be those classes into which students with special needs have been included. In these cases every effort shall be made to maintain class sizes of twenty-five (25) students or fewer including included students, in single classes. For the purpose of this paragraph, students with special needs shall be defined as students with IEP's, exclusive of the students with speech and language only IEP's. 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. One possibility would be through the use of an aide.
- B. At all levels (elementary, middle, high school), every reasonable attempt shall be made to distribute students with IEPs (excluding speech only IEPs) among available teachers with no steorage of these students to any teacher or teachers unless the teacher volunteers.
- C. If there are too many students with diverse educational needs in a teacher's class, that teacher should discuss this situation with the principal, counselor, any affected and/or potentially-affected teacher(s), and any prior teacher (if the teacher believes this would be helpful) in order to equitably assign or reassign these students.

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 or smaller grade level meetings; however, no meeting shall exceed one (1) hour in duration. This restriction shall not apply to IEP, ETR, 504, TBT, and BLT meetings. 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.

5.07 Evening 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 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. Every effort will be made to have the District-wide copy center continue in operation.

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 (e.g., 11:30 a.m. to 7:00 p.m., 12:30 p.m. to 8:00 p.m.). 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 teacher involved in testing.

- D. When kindergarten and/or first grade teachers are administering state or federally-mandated diagnostic tests, 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.

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 a total of three (3) 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.

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.

5.15 Deviation from Contractually Agreed Upon Work Load

1. 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 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.
2. 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.
3. 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.
4. 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. The District shall arrange for training during the 2005-06 school year for the leadership of each building (teachers and administrators) on how to schedule creatively.
- C. 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.
- D. 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.

ARTICLE 6. SALARIES AND FRINGE BENEFITS

6.01 Salaries

The base salary shall be \$36,908 on the accompanying salary schedule effective the 2012-2013 and 2013-2014 school years.

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 or more of credited salary schedule experience shall receive an additional .025 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. Voluntary elementary lunchroom supervision will be paid at .0007 index ratio per hour on the base salary (BA + 0) of the teachers' salary schedule.

J. 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

K. Saturday School teachers shall be paid on a .0007 index ratio per hour on the base salary (BA + 0) of the teachers' salary schedule.

- L. 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.
- M. The salary schedule is in dollar amounts.
- N. The salary index is in a ratio to BA + 0.
- O. 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.
- P. 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.

Q. 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 O) or Salary Adjustment for Academic Growth application form (see Appendix P) to his/her principal for consideration.

- b. Principal's Responsibility: An analysis is to be made by the principal of the teacher's education and experience and of the relationship of the Salary Adjustment for Academic Growth course or activity to the teacher's professional responsibilities. Applications are forwarded to the committee by the principal.
- c. 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 each from the primary level, the upper elementary level, the middle school, the high school, the

Association, and a corresponding number of representatives from the administrative team. Committee members are appointed by the Superintendent for two-year terms. The teacher members are appointed from a list recommended by the Association.

- 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.
- 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 either on campus or at a location determined by the 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 T) 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.

R. 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 than three (3) LAGUs between August 1, 2010 and July 31, 2013.
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. That teacher's compensation will be negotiated by that teacher, the LTA President, and the Lakewood City Schools' Human Resources Director, but cannot be less than .0007 of the BA base salary (BA+0) per hour.
- S. A single course could be used either for college/university credit for Salary Adjustment for Academic Growth (Q5, above) could be used for Salary Adjustment for Lakewood Academic Growth Units (R, 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.
- T. 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 payday. 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. The Association shall appoint a committee which shall have the authority to pass upon the need of one or more teachers, but not to exceed ten percent (10%) of the teaching staff, to receive a lump sum payment via direct deposit at the close of the school term for the balance of said teacher's annual salary. Teachers who are retiring or resigning shall not be considered in calculating the ten percent (10%) of the teaching staff eligible to receive a lump sum payment. Teachers who have requested said lump sum payment prior to May 1st and having further received the approval of the Committee, shall receive said lump sum payment. The committee shall forward the list of teachers who were approved to the Board Treasurer no

later than May 15th. In unusual cases, limited additional lump sum payments may be granted at the discretion of the Director of Human Resources.

F. 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.

G. 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.

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. On an annual basis, or whenever carriers/administrator(s) are changed, the Board shall provide each teacher with a summary of all insurance coverages.

3. 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 written notice of its intent to change insurance company(s)/administrator(s) not less than sixty (60) calendar days prior to the proposed implementation of the new contract; and
 - b. 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
 - c. 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. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. Any new teacher shall be eligible for all insurances on the first of the month immediately following when s/he entered active pay status.
9. Spousal Insurance

(This Section only applies to teachers newly-hired as teachers in the Lakewood City Schools beginning with the 2005-06 school year.)

- 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, the spouse must enroll in such employer-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. 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.
- c. 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.
- d. 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.

- e. 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.
- f. 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 the following:
 - a. The lifetime comprehensive maximum shall be \$2,500,000.
 - b. University Hospital 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. Maximums for private duty nursing services are \$30,000/year and \$100,000 lifetime. (Lifetime maximum includes all claims from October 1, 1993.)
 - f. 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 hospitalization program offered by the Kaiser Community Health Foundation, with the Board providing payment not to exceed the payment for family coverage being provided teachers under the current health plan.

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, unless the child is eligible to enroll in an employer-sponsored health plan other than a group health plan of a parent.

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.

Lakewood Board of Education
Summary of SuperMed Plus (Effective 8-1-12)

(For a more detailed description of benefits, refer to the
 “Suburban Health Consortium Medical Mutual Certificate of Coverage” booklet.)

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	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 26 th birthday, unless the child is eligible to enroll in an employer-sponsored health plan other than a group health plan of a parent.	
Lifetime Maximum	\$2,500,000	
Benefit Period Deductible – Single Family ¹	Does not apply	\$200/\$400
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) –Single/Family	Does not apply	\$500/\$500
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$10 copay, then 100%	80% after deductible
Urgent Care Facility Services ²	\$10 copay, then 100%	80% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	100%	80% after deductible
Allergy Testing and Treatments	100%	80% after deductible
Preventative/Routine Services		
Office Visit/Routine Annual Physical Exam ²	\$10 copay, then 100%	100%
Routine Annual OB-GYN Exam ²	\$10 copay, then 100%	100%
Well Child Care (To age nine, limited to a \$750 maximum per benefit period) ²	\$10 copay, then 100%	80% after deductible
Routine Mammogram (One, limited to an \$85 maximum per benefit period)	100%	80% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Prostate Specific Antigen (PSA) (One per benefit period)	100%	80% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis, (One each per benefit period)	100%	100%
Routine Sigmoidoscopy and Colonoscopy	100%	80% after deductible

Benefits	Network	Non-Network
Outpatient Services		
Surgical Services	100%	80% after deductible
Diagnostic Services	100%	80% after deductible
Physical, Occupational, and Chiropractic Therapy Facility and Professional (40 visits per benefit period, combined)	\$10 copay, then 100%	80% after deductible
Speech Therapy – Facility and Professional (10 visits per benefit period then requires Medical Review)	100%	80% after deductible
Cardiac Rehabilitation	100%	80% after deductible
Professional Services	100%	80% after deductible
Emergency use of an Emergency Room ³		100%
Non-Emergency use of an Emergency Room	90%	80% after deductible
Inpatient Facility		
Semi-Private Room and Board	100%	\$200 copay; then 100%
Professional Services	100%	100%
Maternity	100%	100% after deductible
Skilled Nursing Facility (100 days per benefit period)	100%	100% after deductible
Additional Services		
Ambulance	100%	100% after deductible
Durable Medical Equipment	100%	80% after deductible
Infertility (Covered only to diagnosis)	100%	80% after deductible
Bariatric Surgery (\$10,000 lifetime maximum, including complications)	100%	Not Covered
Home Healthcare (100 visits per benefit period)	100%	70% after deductible
Hospice	100%	100% after deductible
Organ Transplants (\$5,000 maximum benefit for related travel and lodging)	100%	100% after deductible
Private Duty Nursing (\$30,000 maximum per benefit period) \$100,000 Lifetime maximum	100%	56% after deductible

Benefits	Network	Non-Network
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period; Substance Abuse limited to one admission per benefit period, three admissions per lifetime)	100%	100% after deductible
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	100%	80% after deductible ⁴

Note: Services requiring a copayment are not subject to the single/family deductible.

Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible.

²The office visit copay applies to the cost of the office visit only.

³The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

⁴Not applied to Coinsurance Out-of-Pocket Maximum.

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
 - a. 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.

- b. 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 the 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 criteria 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).

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").

LAKWOOD TEACHERS INDEX 2010-2011 SCHOOL YEARS

Step	Nondegree	BA	BA+10	150 Hrs. BA+20	MA or BA+30	MA+10	MA+20	MA+30	MA+50
0	0.8700	1.0000	1.0300	1.0600	1.0900	1.1200	1.1500	1.1800	1.2400
0.5	0.8850	1.0200	1.0500	1.0800	1.1150	1.1450	1.1750	1.2050	1.2650
1	0.9000	1.0400	1.0700	1.1000	1.1400	1.1700	1.2000	1.2300	1.2900
1.5	0.9150	1.0600	1.0900	1.1200	1.1650	1.1950	1.2250	1.2550	1.3150
2	0.9300	1.0800	1.1100	1.1400	1.1900	1.2200	1.2500	1.2800	1.3400
2.5	0.9450	1.1000	1.1300	1.1600	1.2150	1.2450	1.2750	1.3050	1.3650
3	0.9600	1.1200	1.1500	1.1800	1.2400	1.2700	1.3000	1.3300	1.3900
3.5	0.9850	1.1500	1.1800	1.2100	1.2750	1.3050	1.3350	1.3650	1.4250
4	1.0100	1.1800	1.2100	1.2400	1.3100	1.3400	1.3700	1.4000	1.4600
4.5	1.0250	1.2000	1.2300	1.2600	1.3350	1.3650	1.3950	1.4250	1.4850
5	1.0400	1.2200	1.2500	1.2800	1.3600	1.3900	1.4200	1.4500	1.5100
5.5	1.0550	1.2400	1.2700	1.3000	1.3850	1.4150	1.4450	1.4750	1.5350
6	1.0700	1.2600	1.2900	1.3200	1.4100	1.4400	1.4700	1.5000	1.5600
6.5	1.0850	1.2800	1.3100	1.3450	1.4350	1.4650	1.4950	1.5250	1.5850
7	1.1000	1.3000	1.3300	1.3700	1.4600	1.4900	1.5200	1.5500	1.6100
7.5	1.1250	1.3300	1.3500	1.4050	1.4950	1.5250	1.5550	1.5850	1.6450
8	1.1500	1.3600	1.3900	1.4400	1.5300	1.5600	1.5900	1.6200	1.6800
8.5	1.1650	1.3800	1.4100	1.4650	1.5550	1.5850	1.6150	1.6450	1.7050
9	1.1800	1.4000	1.4300	1.4900	1.5800	1.6100	1.6400	1.6700	1.7300
9.5	1.2000	1.4250	1.4550	1.5200	1.6100	1.6400	1.6700	1.7000	1.7600
10	1.2200	1.4500	1.4800	1.5500	1.6400	1.6700	1.7000	1.7300	1.7900
10.5	1.2380	1.4730	1.5030	1.5780	1.6700	1.7000	1.7300	1.7600	1.8200
11	1.2550	1.4950	1.5250	1.6050	1.7000	1.7300	1.7600	1.7900	1.8500
11.5	1.2700	1.5200	1.5500	1.6350	1.7350	1.7650	1.7950	1.8250	1.8850
12	1.2850	1.5450	1.5750	1.6650	1.7700	1.8000	1.8300	1.8600	1.9200
12.5	1.3000	1.5680	1.5980	1.6930	1.8030	1.8330	1.8630	1.8930	1.9530
13	1.3150	1.5900	1.6200	1.7200	1.8350	1.8650	1.8950	1.9250	1.9850
13.5		1.6130	1.6430	1.7480	1.8680	1.8980	1.9280	1.9580	2.0180
14		1.6350	1.6650	1.7750	1.9000	1.9300	1.9600	1.9900	2.0500
14.5			1.6880	1.8030	1.9330	1.9630	1.9930	2.0230	2.0830
15			1.7100	1.8300	1.9650	1.9950	2.0250	2.0550	2.1150
15.5					1.9980	2.0280	2.0580	2.0880	2.1480
16					2.0300	2.0600	2.0900	2.1200	2.1800
16.5							2.1230	2.1530	2.2130
17							2.1550	2.1850	2.2450
17.5									2.2780
18									2.3100

2010-2011 LTA SALARY SCHEDULE Base Salary = \$36,184

Step	150 Hrs. MA or								
	Nondegree	BA	BA+10	BA+20	BA+30	MA+10	MA+20	MA+30	MA+50
0	\$31,480	\$36,184	\$37,270	\$38,355	\$39,441	\$40,526	\$41,612	\$42,697	\$44,868
0.5	\$32,023	\$36,908	\$37,993	\$39,079	\$40,345	\$41,431	\$42,516	\$43,602	\$45,773
1	\$32,566	\$37,631	\$38,717	\$39,802	\$41,250	\$42,335	\$43,421	\$44,506	\$46,677
1.5	\$33,108	\$38,355	\$39,441	\$40,526	\$42,154	\$43,240	\$44,325	\$45,411	\$47,582
2	\$33,651	\$39,079	\$40,164	\$41,250	\$43,059	\$44,144	\$45,230	\$46,316	\$48,487
2.5	\$34,194	\$39,802	\$40,888	\$41,973	\$43,964	\$45,049	\$46,135	\$47,220	\$49,391
3	\$34,737	\$40,526	\$41,612	\$42,697	\$44,868	\$45,954	\$47,039	\$48,125	\$50,296
3.5	\$35,641	\$41,612	\$42,697	\$43,783	\$46,135	\$47,220	\$48,306	\$49,391	\$51,562
4	\$36,546	\$42,697	\$43,783	\$44,868	\$47,401	\$48,487	\$49,572	\$50,658	\$52,829
4.5	\$37,089	\$43,421	\$44,506	\$45,592	\$48,306	\$49,391	\$50,477	\$51,562	\$53,733
5	\$37,631	\$44,144	\$45,230	\$46,316	\$49,210	\$50,296	\$51,381	\$52,467	\$54,638
5.5	\$38,174	\$44,868	\$45,954	\$47,039	\$50,115	\$51,200	\$52,286	\$53,371	\$55,542
6	\$38,717	\$45,592	\$46,677	\$47,763	\$51,019	\$52,105	\$53,190	\$54,276	\$56,447
6.5	\$39,260	\$46,316	\$47,401	\$48,667	\$51,924	\$53,010	\$54,095	\$55,181	\$57,352
7	\$39,802	\$47,039	\$48,125	\$49,572	\$52,829	\$53,914	\$55,000	\$56,085	\$58,256
7.5	\$40,707	\$48,125	\$48,848	\$50,839	\$54,095	\$55,181	\$56,266	\$57,352	\$59,523
8	\$41,612	\$49,210	\$50,296	\$52,105	\$55,362	\$56,447	\$57,533	\$58,618	\$60,789
8.5	\$42,154	\$49,934	\$51,019	\$53,010	\$56,266	\$57,352	\$58,437	\$59,523	\$61,694
9	\$42,697	\$50,658	\$51,743	\$53,914	\$57,171	\$58,256	\$59,342	\$60,427	\$62,598
9.5	\$43,421	\$51,562	\$52,648	\$55,000	\$58,256	\$59,342	\$60,427	\$61,513	\$63,684
10	\$44,144	\$52,467	\$53,552	\$56,085	\$59,342	\$60,427	\$61,513	\$62,598	\$64,769
10.5	\$44,796	\$53,299	\$54,385	\$57,098	\$60,427	\$61,513	\$62,598	\$63,684	\$65,855
11	\$45,411	\$54,095	\$55,181	\$58,075	\$61,513	\$62,598	\$63,684	\$64,769	\$66,940
11.5	\$45,954	\$55,000	\$56,085	\$59,161	\$62,779	\$63,865	\$64,950	\$66,036	\$68,207
12	\$46,496	\$55,904	\$56,990	\$60,246	\$64,046	\$65,131	\$66,217	\$67,302	\$69,473
12.5	\$47,039	\$56,737	\$57,822	\$61,260	\$65,240	\$66,325	\$67,411	\$68,496	\$70,667
13	\$47,582	\$57,533	\$58,618	\$62,236	\$66,398	\$67,483	\$68,569	\$69,654	\$71,825
13.5		\$58,365	\$59,450	\$63,250	\$67,592	\$68,677	\$69,763	\$70,848	\$73,019
14		\$59,161	\$60,246	\$64,227	\$68,750	\$69,835	\$70,921	\$72,006	\$74,177
14.5			\$61,079	\$65,240	\$69,944	\$71,029	\$72,115	\$73,200	\$75,371
15			\$61,875	\$66,217	\$71,102	\$72,187	\$73,273	\$74,358	\$76,529
15.5					\$72,296	\$73,381	\$74,467	\$75,552	\$77,723
16					\$73,454	\$74,539	\$75,625	\$76,710	\$78,881
16.5							\$76,819	\$77,904	\$80,075
17							\$77,977	\$79,062	\$81,233
17.5									\$82,427
18									\$83,585

***.015 of base salary for 20-24 years credited salary experience; .025 of base salary for 25+ years credited salary experience; .05 of base salary for Ph.D.

LAKESIDE TEACHERS INDEX 2011/2012 AND 2012/2013 SCHOOL YEARS

<u>Step</u>	<u>Nondegree</u>	<u>BA</u>	<u>BA+10</u>	<u>150 Hrs. BA+20</u>	<u>MA or BA+30</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+50</u>
0	0.8700	1.0000	1.0300	1.0600	1.0900	1.1200	1.1500	1.1800	1.2400
0.5	0.8850	1.0200	1.0500	1.0800	1.1150	1.1450	1.1750	1.2050	1.2650
1	0.9000	1.0400	1.0700	1.1000	1.1400	1.1700	1.2000	1.2300	1.2900
1.5	0.9150	1.0600	1.0900	1.1200	1.1650	1.1950	1.2250	1.2550	1.3150
2	0.9300	1.0800	1.1100	1.1400	1.1900	1.2200	1.2500	1.2800	1.3400
2.5	0.9450	1.1000	1.1300	1.1600	1.2150	1.2450	1.2750	1.3050	1.3650
3	0.9600	1.1200	1.1500	1.1800	1.2400	1.2700	1.3000	1.3300	1.3900
3.5	0.9850	1.1500	1.1800	1.2100	1.2750	1.3050	1.3350	1.3650	1.4250
4	1.0100	1.1800	1.2100	1.2400	1.3100	1.3400	1.3700	1.4000	1.4600
4.5	1.0250	1.2000	1.2300	1.2600	1.3350	1.3650	1.3950	1.4250	1.4850
5	1.0400	1.2200	1.2500	1.2800	1.3600	1.3900	1.4200	1.4500	1.5100
5.5	1.0550	1.2400	1.2700	1.3000	1.3850	1.4150	1.4450	1.4750	1.5350
6	1.0700	1.2600	1.2900	1.3200	1.4100	1.4400	1.4700	1.5000	1.5600
6.5	1.0850	1.2800	1.3100	1.3450	1.4350	1.4650	1.4950	1.5250	1.5850
7	1.1000	1.3000	1.3300	1.3700	1.4600	1.4900	1.5200	1.5500	1.6100
7.5	1.1250	1.3300	1.3500	1.4050	1.4950	1.5250	1.5550	1.5850	1.6450
8	1.1500	1.3600	1.3900	1.4400	1.5300	1.5600	1.5900	1.6200	1.6800
8.5	1.1650	1.3800	1.4100	1.4650	1.5550	1.5850	1.6150	1.6450	1.7050
9	1.1800	1.4000	1.4300	1.4900	1.5800	1.6100	1.6400	1.6700	1.7300
9.5	1.2000	1.4250	1.4550	1.5200	1.6100	1.6400	1.6700	1.7000	1.7600
10	1.2200	1.4500	1.4800	1.5500	1.6400	1.6700	1.7000	1.7300	1.7900
10.5	1.2380	1.4730	1.5030	1.5780	1.6700	1.7000	1.7300	1.7600	1.8200
11	1.2550	1.4950	1.5250	1.6050	1.7000	1.7300	1.7600	1.7900	1.8500
11.5	1.2700	1.5200	1.5500	1.6350	1.7350	1.7650	1.7950	1.8250	1.8850
12	1.2850	1.5450	1.5750	1.6650	1.7700	1.8000	1.8300	1.8600	1.9200
12.5	1.3000	1.5680	1.5980	1.6930	1.8030	1.8330	1.8630	1.8930	1.9530
13	1.3150	1.5900	1.6200	1.7200	1.8350	1.8650	1.8950	1.9250	1.9850
13.5		1.6130	1.6430	1.7480	1.8680	1.8980	1.9280	1.9580	2.0180
14		1.6350	1.6650	1.7750	1.9000	1.9300	1.9600	1.9900	2.0500
14.5			1.6880	1.8030	1.9330	1.9630	1.9930	2.0230	2.0830
15			1.7100	1.8300	1.9650	1.9950	2.0250	2.0550	2.1150
15.5					1.9980	2.0280	2.0580	2.0880	2.1480
16					2.0300	2.0600	2.0900	2.1200	2.1800
16.5							2.1230	2.1530	2.2130
17							2.1550	2.1850	2.2450
17.5									2.2780
18									2.3100

2011-2012 LTA SALARY SCHEDULE

Base Salary = \$36,908

Step	Nondegree	BA	BA+10	150 Hrs. BA+20	MA or BA+30	MA+10	MA+20	MA+30	MA+50
0	\$32,110	\$36,908	\$38,015	\$39,122	\$40,230	\$41,337	\$42,444	\$43,551	\$45,766
0.5	\$32,664	\$37,646	\$38,753	\$39,861	\$41,152	\$42,260	\$43,367	\$44,474	\$46,689
1	\$33,217	\$38,384	\$39,492	\$40,599	\$42,075	\$43,182	\$44,290	\$45,397	\$47,611
1.5	\$33,771	\$39,122	\$40,230	\$41,337	\$42,998	\$44,105	\$45,212	\$46,320	\$48,534
2	\$34,324	\$39,861	\$40,968	\$42,075	\$43,921	\$45,028	\$46,135	\$47,242	\$49,457
2.5	\$34,878	\$40,599	\$41,706	\$42,813	\$44,843	\$45,950	\$47,058	\$48,165	\$50,379
3	\$35,432	\$41,337	\$42,444	\$43,551	\$45,766	\$46,873	\$47,980	\$49,088	\$51,302
3.5	\$36,354	\$42,444	\$43,551	\$44,659	\$47,058	\$48,165	\$49,272	\$50,379	\$52,594
4	\$37,277	\$43,551	\$44,659	\$45,766	\$48,349	\$49,457	\$50,564	\$51,671	\$53,886
4.5	\$37,831	\$44,290	\$45,397	\$46,504	\$49,272	\$50,379	\$51,487	\$52,594	\$54,808
5	\$38,384	\$45,028	\$46,135	\$47,242	\$50,195	\$51,302	\$52,409	\$53,517	\$55,731
5.5	\$38,938	\$45,766	\$46,873	\$47,980	\$51,118	\$52,225	\$53,332	\$54,439	\$56,654
6	\$39,492	\$46,504	\$47,611	\$48,719	\$52,040	\$53,148	\$54,255	\$55,362	\$57,576
6.5	\$40,045	\$47,242	\$48,349	\$49,641	\$52,963	\$54,070	\$55,177	\$56,285	\$58,499
7	\$40,599	\$47,980	\$49,088	\$50,564	\$53,886	\$54,993	\$56,100	\$57,207	\$59,422
7.5	\$41,522	\$49,088	\$49,826	\$51,856	\$55,177	\$56,285	\$57,392	\$58,499	\$60,714
8	\$42,444	\$50,195	\$51,302	\$53,148	\$56,469	\$57,576	\$58,684	\$59,791	\$62,005
8.5	\$42,998	\$50,933	\$52,040	\$54,070	\$57,392	\$58,499	\$59,606	\$60,714	\$62,928
9	\$43,551	\$51,671	\$52,778	\$54,993	\$58,315	\$59,422	\$60,529	\$61,636	\$63,851
9.5	\$44,290	\$52,594	\$53,701	\$56,100	\$59,422	\$60,529	\$61,636	\$62,744	\$64,958
10	\$45,028	\$53,517	\$54,624	\$57,207	\$60,529	\$61,636	\$62,744	\$63,851	\$66,065
10.5	\$45,692	\$54,365	\$55,473	\$58,241	\$61,636	\$62,744	\$63,851	\$64,958	\$67,173
11	\$46,320	\$55,177	\$56,285	\$59,237	\$62,744	\$63,851	\$64,958	\$66,065	\$68,280
11.5	\$46,873	\$56,100	\$57,207	\$60,345	\$64,035	\$65,143	\$66,250	\$67,357	\$69,572
12	\$47,427	\$57,023	\$58,130	\$61,452	\$65,327	\$66,434	\$67,542	\$68,649	\$70,863
12.5	\$47,980	\$57,872	\$58,979	\$62,485	\$66,545	\$67,652	\$68,760	\$69,867	\$72,081
13	\$48,534	\$58,684	\$59,791	\$63,482	\$67,726	\$68,833	\$69,941	\$71,048	\$73,262
13.5		\$59,533	\$60,640	\$64,515	\$68,944	\$70,051	\$71,159	\$72,266	\$74,480
14		\$60,345	\$61,452	\$65,512	\$70,125	\$71,232	\$72,340	\$73,447	\$75,661
14.5			\$62,301	\$66,545	\$71,343	\$72,450	\$73,558	\$74,665	\$76,879
15			\$63,113	\$67,542	\$72,524	\$73,631	\$74,739	\$75,846	\$78,060
15.5					\$73,742	\$74,849	\$75,957	\$77,064	\$79,278
16					\$74,923	\$76,030	\$77,138	\$78,245	\$80,459
16.5							\$78,356	\$79,463	\$81,677
17							\$79,537	\$80,644	\$82,858
17.5									\$84,076
18									\$85,257

***.015 of base salary for 20-24 years credited salary experience - .025 of base salary for 25+ years credited salary experience - .05 of base salary for Ph.D.

2012-2013 LTA SALARY SCHEDULE Base Salary = \$36,908

<u>Step</u>	<u>Nondegree</u>	<u>BA</u>	<u>BA+10</u>	<u>150 Hrs. BA+20</u>	<u>MA or BA+30</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+50</u>
0	\$32,110	\$36,908	\$38,015	\$39,122	\$40,230	\$41,337	\$42,444	\$43,551	\$45,766
0.5	\$32,664	\$37,646	\$38,753	\$39,861	\$41,152	\$42,260	\$43,367	\$44,474	\$46,689
1	\$33,217	\$38,384	\$39,492	\$40,599	\$42,075	\$43,182	\$44,290	\$45,397	\$47,611
1.5	\$33,771	\$39,122	\$40,230	\$41,337	\$42,998	\$44,105	\$45,212	\$46,320	\$48,534
2	\$34,324	\$39,861	\$40,968	\$42,075	\$43,921	\$45,028	\$46,135	\$47,242	\$49,457
2.5	\$34,878	\$40,599	\$41,706	\$42,813	\$44,843	\$45,950	\$47,058	\$48,165	\$50,379
3	\$35,432	\$41,337	\$42,444	\$43,551	\$45,766	\$46,873	\$47,980	\$49,088	\$51,302
3.5	\$36,354	\$42,444	\$43,551	\$44,659	\$47,058	\$48,165	\$49,272	\$50,379	\$52,594
4	\$37,277	\$43,551	\$44,659	\$45,766	\$48,349	\$49,457	\$50,564	\$51,671	\$53,886
4.5	\$37,831	\$44,290	\$45,397	\$46,504	\$49,272	\$50,379	\$51,487	\$52,594	\$54,808
5	\$38,384	\$45,028	\$46,135	\$47,242	\$50,195	\$51,302	\$52,409	\$53,517	\$55,731
5.5	\$38,938	\$45,766	\$46,873	\$47,980	\$51,118	\$52,225	\$53,332	\$54,439	\$56,654
6	\$39,492	\$46,504	\$47,611	\$48,719	\$52,040	\$53,148	\$54,255	\$55,362	\$57,576
6.5	\$40,045	\$47,242	\$48,349	\$49,641	\$52,963	\$54,070	\$55,177	\$56,285	\$58,499
7	\$40,599	\$47,980	\$49,088	\$50,564	\$53,886	\$54,993	\$56,100	\$57,207	\$59,422
7.5	\$41,522	\$49,088	\$49,826	\$51,856	\$55,177	\$56,285	\$57,392	\$58,499	\$60,714
8	\$42,444	\$50,195	\$51,302	\$53,148	\$56,469	\$57,576	\$58,684	\$59,791	\$62,005
8.5	\$42,998	\$50,933	\$52,040	\$54,070	\$57,392	\$58,499	\$59,606	\$60,714	\$62,928
9	\$43,551	\$51,671	\$52,778	\$54,993	\$58,315	\$59,422	\$60,529	\$61,636	\$63,851
9.5	\$44,290	\$52,594	\$53,701	\$56,100	\$59,422	\$60,529	\$61,636	\$62,744	\$64,958
10	\$45,028	\$53,517	\$54,624	\$57,207	\$60,529	\$61,636	\$62,744	\$63,851	\$66,065
10.5	\$45,692	\$54,365	\$55,473	\$58,241	\$61,636	\$62,744	\$63,851	\$64,958	\$67,173
11	\$46,320	\$55,177	\$56,285	\$59,237	\$62,744	\$63,851	\$64,958	\$66,065	\$68,280
11.5	\$46,873	\$56,100	\$57,207	\$60,345	\$64,035	\$65,143	\$66,250	\$67,357	\$69,572
12	\$47,427	\$57,023	\$58,130	\$61,452	\$65,327	\$66,434	\$67,542	\$68,649	\$70,863
12.5	\$47,980	\$57,872	\$58,979	\$62,485	\$66,545	\$67,652	\$68,760	\$69,867	\$72,081
13	\$48,534	\$58,684	\$59,791	\$63,482	\$67,726	\$68,833	\$69,941	\$71,048	\$73,262
13.5		\$59,533	\$60,640	\$64,515	\$68,944	\$70,051	\$71,159	\$72,266	\$74,480
14		\$60,345	\$61,452	\$65,512	\$70,125	\$71,232	\$72,340	\$73,447	\$75,661
14.5			\$62,301	\$66,545	\$71,343	\$72,450	\$73,558	\$74,665	\$76,879
15			\$63,113	\$67,542	\$72,524	\$73,631	\$74,739	\$75,846	\$78,060
15.5					\$73,742	\$74,849	\$75,957	\$77,064	\$79,278
16					\$74,923	\$76,030	\$77,138	\$78,245	\$80,459
16.5							\$78,356	\$79,463	\$81,677
17							\$79,537	\$80,644	\$82,858
17.5									\$84,076
18									\$85,257

***.015 of base salary for 20-24 years credited salary experience - .025 of base salary for 25+ years credited salary experience - .05 of base salary for Ph.D.

2013-2014 LTA SALARY SCHEDULE Base Salary = \$36,908

<u>Step</u>	<u>Nondegree</u>	<u>BA</u>	<u>BA+10</u>	<u>150 Hrs. BA+20</u>	<u>MA or BA+30</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>	<u>MA+50</u>
0	\$32,110	\$36,908	\$38,015	\$39,122	\$40,230	\$41,337	\$42,444	\$43,551	\$45,766
0.5	\$32,664	\$37,646	\$38,753	\$39,861	\$41,152	\$42,260	\$43,367	\$44,474	\$46,689
1	\$33,217	\$38,384	\$39,492	\$40,599	\$42,075	\$43,182	\$44,290	\$45,397	\$47,611
1.5	\$33,771	\$39,122	\$40,230	\$41,337	\$42,998	\$44,105	\$45,212	\$46,320	\$48,534
2	\$34,324	\$39,861	\$40,968	\$42,075	\$43,921	\$45,028	\$46,135	\$47,242	\$49,457
2.5	\$34,878	\$40,599	\$41,706	\$42,813	\$44,843	\$45,950	\$47,058	\$48,165	\$50,379
3	\$35,432	\$41,337	\$42,444	\$43,551	\$45,766	\$46,873	\$47,980	\$49,088	\$51,302
3.5	\$36,354	\$42,444	\$43,551	\$44,659	\$47,058	\$48,165	\$49,272	\$50,379	\$52,594
4	\$37,277	\$43,551	\$44,659	\$45,766	\$48,349	\$49,457	\$50,564	\$51,671	\$53,886
4.5	\$37,831	\$44,290	\$45,397	\$46,504	\$49,272	\$50,379	\$51,487	\$52,594	\$54,808
5	\$38,384	\$45,028	\$46,135	\$47,242	\$50,195	\$51,302	\$52,409	\$53,517	\$55,731
5.5	\$38,938	\$45,766	\$46,873	\$47,980	\$51,118	\$52,225	\$53,332	\$54,439	\$56,654
6	\$39,492	\$46,504	\$47,611	\$48,719	\$52,040	\$53,148	\$54,255	\$55,362	\$57,576
6.5	\$40,045	\$47,242	\$48,349	\$49,641	\$52,963	\$54,070	\$55,177	\$56,285	\$58,499
7	\$40,599	\$47,980	\$49,088	\$50,564	\$53,886	\$54,993	\$56,100	\$57,207	\$59,422
7.5	\$41,522	\$49,088	\$49,826	\$51,856	\$55,177	\$56,285	\$57,392	\$58,499	\$60,714
8	\$42,444	\$50,195	\$51,302	\$53,148	\$56,469	\$57,576	\$58,684	\$59,791	\$62,005
8.5	\$42,998	\$50,933	\$52,040	\$54,070	\$57,392	\$58,499	\$59,606	\$60,714	\$62,928
9	\$43,551	\$51,671	\$52,778	\$54,993	\$58,315	\$59,422	\$60,529	\$61,636	\$63,851
9.5	\$44,290	\$52,594	\$53,701	\$56,100	\$59,422	\$60,529	\$61,636	\$62,744	\$64,958
10	\$45,028	\$53,517	\$54,624	\$57,207	\$60,529	\$61,636	\$62,744	\$63,851	\$66,065
10.5	\$45,692	\$54,365	\$55,473	\$58,241	\$61,636	\$62,744	\$63,851	\$64,958	\$67,173
11	\$46,320	\$55,177	\$56,285	\$59,237	\$62,744	\$63,851	\$64,958	\$66,065	\$68,280
11.5	\$46,873	\$56,100	\$57,207	\$60,345	\$64,035	\$65,143	\$66,250	\$67,357	\$69,572
12	\$47,427	\$57,023	\$58,130	\$61,452	\$65,327	\$66,434	\$67,542	\$68,649	\$70,863
12.5	\$47,980	\$57,872	\$58,979	\$62,485	\$66,545	\$67,652	\$68,760	\$69,867	\$72,081
13	\$48,534	\$58,684	\$59,791	\$63,482	\$67,726	\$68,833	\$69,941	\$71,048	\$73,262
13.5		\$59,533	\$60,640	\$64,515	\$68,944	\$70,051	\$71,159	\$72,266	\$74,480
14		\$60,345	\$61,452	\$65,512	\$70,125	\$71,232	\$72,340	\$73,447	\$75,661
14.5			\$62,301	\$66,545	\$71,343	\$72,450	\$73,558	\$74,665	\$76,879
15			\$63,113	\$67,542	\$72,524	\$73,631	\$74,739	\$75,846	\$78,060
15.5					\$73,742	\$74,849	\$75,957	\$77,064	\$79,278
16					\$74,923	\$76,030	\$77,138	\$78,245	\$80,459
16.5							\$78,356	\$79,463	\$81,677
17							\$79,537	\$80,644	\$82,858
17.5									\$84,076
18									\$85,257

***.015 of base salary for 20-24 years credited salary experience - .025 of base salary for 25+ years credited salary experience - .05 of base salary for Ph.D.

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 and a homeroom. Within these six (6) assignments, there shall be a minimum of two (2) "Times" classes and a minimum of one (1) journalism class (if the journalism class is scheduled and the teacher is appropriately certificated/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 and a homeroom. Within these six (6) assignments, there shall be a minimum of two (2) "Yearbook" classes. 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. In addition, all department chairpersons will have no homeroom or homeroom duty responsibilities. 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.
- 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. Any person holding an ECECS or ECCS position affected by this clause will continue to be paid on the ratio in effect for the 1987-88 school year. The new ratio will go into effect only when the position changes hands.

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 SCHEDULE OF EXTRA COMPENSATION FOR EXTRA CURRICULAR SERVICE(ECECS)

<u>BOYS ATHLETICS</u>	<u>0-2</u>	<u>3-5</u>	<u>6+</u>
<u>FOOTBALL</u>			
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 7 th & 8 th grade (30%)	.049	.055	.062
Assistant 7 th & 8 th grade (20%)	.032	.037	.041
<u>BASKETBALL</u>			
Head Varsity	.162	.184	.207
Assistant Varsity/JV (70%)	.114	.129	.146
Head Freshman (60%)	.098	.111	.126
Head 7 th & 8 th grade (30%)	.049	.055	.062
<u>TRAINER</u>	.162	.184	.208
<u>WRESTLING</u>			
Head Varsity	.111	.126	.143
Assistant/JV (70%)	.078	.089	.101
Freshman (60%)	.067	.076	.086
Head 7 th & 8 th grade (30%)	.033	.038	.043
<u>SWIMMING (Boys & Girls)</u>			
Head Varsity	.133	.150	.169
Assistant/JV (70%)	.093	.105	.118
Diving (70%)	.093	.185	.118
<u>SOCCER</u>			
Head Varsity	.096	.109	.124
Assistant/JV (70%)	.067	.076	.086
<u>GOLF</u>			
Head	.073	.083	.094
<u>TENNIS</u>			
Head	.075	.085	.097

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
TRACK			
Head Indoor	.043	.049	.056
Assistant Indoor (70%)	.031	.036	.041
Head Outdoor	.088	.100	.113
Assistant Outdoor (70%)	.062	.071	.081
Head Cross Country	.086	.098	.111
Assistant Cross Country (70%)	.061	.069	.078
Head 7 th & 8 th grade (30%)	.026	.030	.034
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 7 th & 8 th grade (30%)	.031	.035	.040
TENNIS			
Head	.075	.085	.097

<u>GIRLS ATHLETICS, continued</u>	<u>0-2</u>	<u>3-5</u>	<u>6+</u>
<u>SOFTBALL</u>			
Head	.088	.100	.113
Assistant/JV (70%)	.062	.071	.081
<u>SYNC. SWIMMING</u>			
Head	.060	.068	.077
Assistant (70%)	.042	.048	.055
<u>GYMNASTICS</u>			
Head	.091	.103	.117
Assistant (70%)	.064	.073	.083
<u>BASKETBALL</u>			
Head	.162	.184	.207
Assistant/JV (70%)	.114	.129	.146
Freshman (60%)	.098	.111	.126
Head 7 th & 8 th grade (30%)	.049	.055	.062
<u>TRACK</u>			
Head	.090	.102	.116
Assistant/JV (70%)	.063	.072	.082
Freshman (60%)	.054	.062	.071
Head 7 th & 8 th grade (30%)	.026	.030	.034
<u>CROSS COUNTRY</u>			
Head	.086	.098	.111
Assistant/JV (70%)	.061	.069	.078
<u>MODERN DANCE</u>			
Head	.077	.088	.100
<u>TRAINER</u>	.126	.143	.162
<u>SOCCER</u>	.096	.109	.124
<u>OTHER</u>	<u>0-2</u>	<u>3-5</u>	<u>6+</u>
Student Council, High School	.06	.068	.077
National Honor Society	.06	.068	.077

<u>OTHER, continued</u>	<u>0-2</u>	<u>3-5</u>	<u>6+</u>
<u>DRAMA</u>			
Head	.125	.142	.161
Assistant (70%)	.088	.100	.113
<u>FORENSIC</u>	.059	.067	.076
<u>CINEMA</u>			
Assistant (70%)	.068	.077	.087
<u>INTRAMURALS</u>	.055	.063	.072
<u>BAND</u>			
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
<u>JAZZ BAND</u>	.051	.058	.066
<u>PEP BAND</u>	.021	.023	.026
<u>CHAMBER CHOIR/VIVA LA FOUR</u>	.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 telephone answering service, 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 accumulate to 340 days beginning with the 2005-06 school year, will accumulate to 345 days beginning with the 2006-07 school year, and will accumulate to 350 days beginning with the 2007-08 school year. 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 pregnancy is for women who are ill, not for child care. There is no absolute rule as to how much sick leave can be taken; 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 ten (10) days unless travel arrangements or special circumstances warrant additional time which must be approved by the Director of Human Resources.
- 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 these.
 - 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. However, in cases of emergency, approval for absence due to personal leave may be granted after the absence. 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. 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).

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.

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, 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.

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, 13, 15, 16, 17, 18, 19, 20, 21, 23, and Sections 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. 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.
- C. Each ISGI shall be given written notification of his/her specific assignment by August 20th.
- D. 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.
- E. 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.
- F. 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.
- G. 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 Personnel File

- A. All materials placed in an ISGI's personnel file will be signed by the ISGI. Signing of a document by an ISGI only signifies ISGI acknowledgment and not necessarily agreement.
- B. An individual's master 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. An ISGI 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.
- C. No materials shall be placed in an ISGI's file which come from an anonymous source.
- D. All materials placed in the personnel file shall be dated.
- E. All materials which may be critical or derogatory of an ISGI's conduct, service, character, and/or personality shall not be placed in the file unless the ISGI has had an opportunity to read the material. If desired the ISGI may attach a reply to it.
- F. All ISGIs shall have only one (1) master personnel file and one file for payroll data. File contents shall be limited to items relating to work performance, discipline, and routine financial or personnel data. Records kept by the Principal/Coordinator must be forwarded annually to the master personnel file in the Department of Human Resources; however, principals/coordinators may keep copies of said records.
- G. All critical, derogatory, and/or disciplinary material placed in an ISGI's master personnel file which documents actions or behaviors that have not recurred within a five-year period may be removed to a supplemental file at the ISGI's request. This additional file will not be available for future evaluators nor shall it be used after a five (5) year period for appraisal, promotion, or dismissal unless additional documented evidence pertaining to like complaint is received.

14.04 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 tutoring 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.

14.05 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 as follows:

<u>No. of students</u>	<u>Planning time per week</u>
1-5	15 minutes
6-10	30 minutes
11-15	45 minutes
16+	60 minutes

Each ISGI shall have no less planning time than in the 1994-95 school year.

- 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.

14.06 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:

<u>Years</u>	<u>BA</u>	<u>MA</u>
0-3	.0006	.0007
4-6	.0007	.0008
7+	.0008	.0009

- No ISGI shall be paid on an index ratio that is less than his/her present index ratio.

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.

C. Payroll Practices

- ISGIs will receive their payroll deposit every two weeks beginning with the legal and appropriate Friday in September of each year as determined by the Treasurer of the Board. When Friday falls on a holiday, deposits will be made the day before the holiday.
- Authorization for payroll deduction for dues will be limited to one organization recognized by the Board as representing the ISGIs, with one deduction per month for each nine (9) months, October through June and each deduction shall not be less than \$2. The Board Treasurer will deduct Association dues from the salaries of those ISGIs 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. Each ISGI who leaves employment or takes a Board-approved unpaid leave will have his/her remaining dues deducted from his/her last paycheck. 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.

D. Payroll Deductions

Deductions made in accordance with Board policy and procedure are:

- Federal Income Tax
- Ohio State Income Tax
- Lakewood City Income Tax
- 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
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.)

14.07 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 15. INTERACTIVE DISTANCE LEARNING

15.01 Definition

An Interactive Distance Learning (IDL) teacher is one presenting an entire course for student credit, through IDL technology, involving remote sites. Only teachers can teach student-credit IDL courses that originate from the Lakewood City School District site.

15.02 Job Security

No teacher shall lose his/her job or have his/her hours reduced as a result of the implementation of IDL.

15.03 Course Offerings and Appraisals

- A. Course offerings with the Lakewood City School District as the IDL originating site shall be limited to: (1) courses that are not in the existing curriculum **OR** (2) courses in the existing curriculum that are not being offered due to insufficient student enrollment. However, if a course is not in the existing curriculum and a teacher is certificated/licensed to teach the course and wants to teach the course, the District must first attempt to offer it as a regular course before it can be offered as an IDL course.
- B. Assignments to IDL courses shall be made on a yearly basis and must be mutually agreed to by the teacher and the originating site district.

15.04 Working Conditions

- A. If the Lakewood City School District is the originating site district, each teacher who is teaching a full-year IDL course shall have either (1) an additional preparation period daily or its time equivalent for the first year s/he teaches a particular course or (2) a stipend of .083 of the BA base salary for the first year s/he teaches a particular course. The additional preparation time or stipend shall be pro-rated for IDL courses that are not a full year in length. Whether the teacher is given additional preparation time or a stipend is determined by the administration.
- B. Each IDL teacher shall be solely responsible for the course, content, material selection, instruction, testing and evaluation of students at the originating site and at all remote sites.
- C. Behavior, discipline, and supervision of students at IDL remote sites shall be the responsibility of the remote site district.

15.05 Training

Initial and on-going training regarding IDL shall be made available to each teacher who will be teaching an IDL course. Each teacher participating in training outside the normal school day/school year shall be compensated at .0007 of the BA base per hour.

15.06 Compensation

If an IDL teacher presents an IDL course, or any other function related to telecommunications technology, outside of the normal school day or normal school year, s/he shall be compensated at a pro rated amount of his/her normal daily rate of pay.

15.07 Equipment

IDL teachers shall be responsible for setting up and using the equipment according to training guidelines. Installation and major maintenance of IDL equipment shall be the responsibility of the Lakewood City School District and shall be done in a timely manner.

15.08 Videotapes

- A. Videotapes of an IDL course may be used for make-up work for all students enrolled in that IDL course. Remote sites are responsible for their students' make-up work.
- B. Videotapes of IDL courses are the property of the originating site district. If the originating site teacher requests it within five (5) days of the presentation, s/he shall receive a copy of his/her presentation at no cost.

15.09 Teacher Appraisal

The appraisal of a teacher who teaches an IDL course(s) shall be in accordance with the appraisal process contained in the Agreement. All observations/appraisals shall require the physical presence of the evaluator. No observations or appraisal for the purpose of professional improvement or renewal or non-renewal of the teacher's contract shall be done or conducted by electronic means. During a teacher's first year of teaching an IDL course, observations and/or appraisals of the teacher's IDL teaching shall have no adverse affect on the teacher's employment status with the Board. This provision has no bearing on the appraisal of the teacher's other classes.

15.10 Class Size

The class size of an IDL course shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Because of the technology involved and because not all students are on site, total class size, including students at the originating site and those at remote sites, shall not exceed twenty-five (25) students per teacher in no more than one (1) originating and three (3) remote locations. Students at the remote sites shall not exceed the number of stations.

15.11 Mileage

An originating site district teacher who may be required to use his/her personal automobile to travel between sites or to other meetings regarding IDL shall be reimbursed for his/her allowable mileage at the IRS mileage rate in effect at the beginning of the school year.

15.12 Absences and Strikes

- A. If the IDL teacher is absent, his/her substitute teacher shall present the course.
- B. No IDL broadcast shall be provided to a school district where the teachers are conducting a legal strike.

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 18. SITE-BASED DECISION-MAKING BUILDINGS

18.01 Building Determination

The Association and administration will work collaboratively to determine which building(s) is a site-based decision-making building.

18.02 Agreement Waivers

- A. Only Sections 5.01, 5.02, 5.03, 5.05, 5.06, 5.07, 5.08, 5.10, and 9.01 and related appendices may be waived by the site-based decision-making building(s).
- B. Section 2.05 may be waived; however, this section may be waived only for position-sharing partnerships that occur entirely within a single site-based decision-making building.
- C. In order for a site-based decision-making building to waive one of the aforementioned sections, there must first be a consensus discussion. After said discussion, a secret-ballot vote will be taken of all Association bargaining unit members. If a seventy-five percent (75%) affirmative vote is received at each affected site, the recommendation will be forwarded to the Association and the Superintendent for final approval. If mutual agreement is reached between the Superintendent and the Association President as to the acceptability of the site-based language, the Agreement section is waived, and the site-based language may be put into effect.
- D. When a section of the Agreement is waived, and different language is put into effect, neither the different language nor the new practice at a particular site-based decision-making building shall be precedent-setting.

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 District Leadership Team 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. 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. ENTRY-YEAR PROGRAM

21.01 Overview

- A. The Entry-Year Program for teachers new to the teaching profession and the Lakewood City School District promotes a sharing of expertise and support between a mentor and an entry-year teacher. An entry-year teacher is defined as a teacher on a regular teaching contract who holds a provisional license. At the discretion of the Superintendent/designee, other teachers may participate in the Entry-Year program.
- B. This non-evaluative partnership provides new teachers the opportunity to develop their teaching styles in order to be able to prepare students for entry-level jobs, colleges, and life-long learning as well as preparing students to be good citizens.
- C. The purpose of this partnership is to improve instruction in the classroom as well as to provide an ongoing opportunity for growth and support within the Lakewood City Schools and community.
- D. In developing this “partnership in education”. Competence, commitment, and communication will be promoted among all our staff and our students and our profession will only benefit from this endeavor.
- E. The goals of this Entry-Year Program are:
 - 1. To put into practice the Mission, Vision, and Goals of the Lakewood City School District.
 - 2. To nurture and retain quality entry-year teachers.
 - 3. To develop effective instructional leaders.
 - 4. To fulfill the Ohio Department of Education’s requirement for an Entry-Year Program.

21.02 Joint Responsibilities

- A. In order to facilitate the continued success of the Entry-Year Program, the Director of Human Resources and the LTA President shall work collaboratively to:
 - 1. Select and recommend to the Superintendent mentors to be assigned to entry-year teachers
 - 2. Resolve potential disputes that may arise between mentors and entry-year teachers

3. Conduct an annual end of the year survey of the program's effectiveness and make program recommendations based upon written feedback from mentors and entry-year teachers.

21.03 Criteria for Mentors

- A. Is currently licensed/certificated, and has taught successfully for at least three (3) years in the Lakewood City School District.
- B. Has demonstrated excellence in content knowledge, pedagogy, student assessment procedures, and working with experienced and new teachers.
- C. Has demonstrated the ability to convey concepts and skills to other teachers and school staff.
- D. Has demonstrated commitment to students and their learning.
- E. Has familiarity with resources and opportunities available in the school District and community.
- F. Deals effectively with parents, community leaders, and community groups.
- G. Has the capacity to facilitate and nurture the growth of a new teacher.
- H. Is an effective problem solver.
- I. Has a working knowledge of the organizations, committees, and structures within the Lakewood City School District.
- J. Understands professional development and licensing requirements for new teachers.
- K. Has knowledge of professional subject matter organizations.
- L. Has demonstrated a commitment to continued professional growth.
- M. Is Pathwise trained, when possible.

21.04 Mentor Responsibilities

- A. Works in a confidential, candid, and supportive relationship.
- B. Assists entry-year teachers in refining teaching practices.
- C. Assists entry-year teachers in understanding the learning needs of all students, especially students at risk, those with special needs, and those from diverse cultural and linguistic background.

- D. Assists entry-year teachers in enhancing their content expertise and their access to training in their subject matter area.
- E. Assists entry-year teachers in applying classroom management and discipline strategies.
- F. Provides timely feedback and is highly accessible to the entry-year teacher.
- G. Facilitates and participates in sharing among entry-year teachers and mentors.
- H. Facilitates entry-year teachers observing mentor teachers and other experienced, exemplary teachers in teaching situations and structures of their classrooms.
- I. Assists entry-year teachers in utilizing educational technologies.
- J. Supports and facilitates meaningful parent and community involvement in and with the school.
- K. Participates in an ongoing and annual assessment of the mentor teacher program and other aspects of the entry-year teacher support system.
- L. Is to function as a mentor but does not supervise. Shall not participate in the appraisal program of the entry-year teacher.
- M. Is willing to participate in training, if not already trained.
- N. Meets with the entry-year teacher during one of the New Teacher Orientation Days, when possible.

21.05 Application Process to Become a Mentor

- A. Submit the “Application Form for Mentor Teacher” (Appendix LL) to the Director of Human Resources by June 1st.
- B. Have the principal or other administrator submit the “Recommendation Form for Mentoring Teacher” (Appendix MM) to the Director of Human Resources by June 1st.
- C. The Director of Human Resources and LTA President will decide, by June 30th, which of the applicants shall be placed into the “mentor pool”.

21.06 Entry-Year Teacher Responsibilities

- A. Meets with Mentor during one of the New Teacher Orientation Days, when possible.
- B. Participates in staff development opportunities.

- C. Participates in sharing among entry-year teachers and mentors.
- D. Participates in Pathwise process with mentor.
- E. Understands that if problems develop between the entry-year teacher and the mentor, the problems are to be brought to the attention of the Director of Human Resources and LTA President.
- F. Participates in Praxis III assessments, when appropriate.

21.07 Compensation and Release Time

- A. Each mentor shall be compensated one thousand dollars (\$1000) for each entry-year teacher who has a provisional license. Each mentor who has a mentee due to the Superintendent's discretion to assign a mentor shall be compensated five hundred dollars (\$500) for each mentee.
 - 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.

B. Release Time

- 1. Each mentor or entry-year teacher will be permitted two (2) visitations per quarter on dates specified by the Director of Human Resources. The mentor and the entry-year teacher will collaborate in order to decide who will be doing the visitations. Each visitation is to observe a complete classroom lesson, which will usually be a period in length at the high school/middle school level, but could be a shorter or longer amount of time, depending on the lesson.
- 2. In addition to these eight (8) quarterly visitations on specified dates, the mentor or entry-year teacher is permitted up to four (4) more visitations per school year. Each visitation is to observe a complete classroom lesson. The dates and times of these visitations shall be collaboratively determined and coordinated with the building principal/designee.

21.08 Entry-Year Coordinator Assignment and Responsibilities

- A. A District administrator shall be assigned by the Superintendent to serve as the coordinator.

- B. The coordinator shall:
1. Ensure that entry-year requirements are being met
 2. Facilitate support for entry-year teachers and mentors

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

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.

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 and 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 than nine (9) members of the Association;
 - The high school BLT shall consist of no more than 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. (5.08 A).

- 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. With the exception of section A.3 below, the 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.
 3. For the 2011-2012 and 2012-2013 school years only, the school calendar will be extended to include 186 working days (an additional 15 hours) For the 2011-2012 school year, these two (2) additional days shall be implemented so that one (1) day is used for professional development and one (1) day is used as an instructional day for students. For the 2012-2013 school year, the fifteen (15) hours shall be distributed throughout the year and used for early release for professional development purposes. The early release time may be scheduled by mutual agreement of the Superintendent and LTA President. Beginning with the 2013-2014 school year, the school calendar will return to 184 working days; however, the mutually scheduled early release time shall remain for professional development purposes. Flex-time will be suspended on mutually scheduled early-release days. The per deim rate for all salary calculations during the 2011-2012 and 2012-2013 school years shall be based upon 184 working days.
- 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, 2010 through July 31, 2014.

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. If the relocation occurs in the first year of Phase III of the Facility Master Plan, the additional day of personal leave can be taken in either of the next two (2) school years.
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. However, in cases of emergency as outlined in Section 8.09A1, approval for this personal leave day may be granted after the absence. 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. If the relocation occurs in the first year of Phase III of the Facility Master Plan, and the additional day of personal leave is not taken in either of the next two (2) school years, one day of sick leave shall be added to his/her accumulated sick leave.

APPENDIX A
LAKEWOOD CITY SCHOOL DISTRICT
Office of the Superintendent

EMPLOYMENT PREFERENCE FOR SCHOOL YEAR

Teacher Personnel

A person under contract as a teacher is asked to fill out the following form.
The information is for the confidential use of the Superintendent.

Please return the form, in the envelope attached, to the Superintendent.

_____ I wish to be re-appointed and to retain my same position with the Lakewood City Schools during the 20__-20__ school year.

_____ I wish to be re-appointed, but I would like a change of building. My preference is detailed on the back of this sheet.

_____ I am planning to retire at the end of the school year under the provisions of the Ohio State Teachers Retirement System and do not wish to be considered for re-appointment.

_____ I am planning to resign from my Lakewood City Schools' teacher position effective June __, 20__ and do not wish to be considered for re-appointment. I will submit my letter of resignation to the Superintendent.

Signature

School or Department

Date _____

-over-

APPENDIX A (back)

I wish to be re-appointed, but I would like a change of building. I would like to be considered for the schools and the grade levels and/or subjects I have checked below, in the order of preference listed (i.e., 1st, 2nd, or 3rd choice). I have read Article 2 of the Agreement covering change in assignment.

ELEMENTARY SCHOOLS

MIDDLE SCHOOLS

HIGH SCHOOL

___ Lincoln

___ Horace Mann

___ Garfield

___ Lakewood High School

___ Grant

___ Roosevelt

___ Harding

___ Lakewood City Academy

___ Harrison

___ Emerson

___ Lakewood City Academy (7-8)

___ Ninth Grade

___ Hayes

___ Sixth Grade

___ Tenth Grade

___ Seventh Grade

___ Eleventh Grade

___ Eighth Grade

___ Twelfth Grade

Middle School subjects
In order of preference:

High School subjects
in order of preference:

In order of preference:

___ Kindergarten

1. _____

1. _____

___ First Grade

2. _____

2. _____

___ Second Grade

3. _____

3. _____

___ Third Grade

___ Fourth Grade

___ Fifth Grade

If you desire, please give a brief explanation for your request. (This space may also be used to indicate a position not listed above, such as Special Education, Counseling, Administration, a position funded by a grant.)

Please provide personal e-mail address if you wish notification of vacancies by home e-mail in addition to District e-mail: _____

Home e-mail address

If you do not wish notification of vacancies by automated telephone caller system initial here _____.

Telephone numbers used for automated telephone calls will be the number the teacher has provided to the District for Alert Now.

Effective Date: August 1, 2008

APPENDIX B
COMPONENTS OF PROFESSIONAL PRACTICE

DOMAIN 1: Planning and Preparation

Component 1a: Demonstrating Knowledge of Content and Pedagogy

Knowledge of content
Knowledge of prerequisite relationships
Knowledge of content-related pedagogy

Component 1b: Demonstrating Knowledge of Students

Knowledge of characteristics of age group
Knowledge of students' varied approaches to learning
Knowledge of students' skills and knowledge
Knowledge of students' interests and cultural heritage

Component 1c: Selecting Instructional Goals

Value
Clarity
Suitability for diverse students
Balance

Component 1d: Demonstrating Knowledge of Resources

Resources for teaching
Resources for students

Component 1e: Designing Coherent Instruction

Learning activities
Instructional materials and resources
Instructional groups
Lesson and unit structure

Component 1f: Assessing Student Learning

Congruence with instructional goals
Criteria and standards
Use for planning

DOMAIN 2: The Classroom Environment

Component 2a: Creating an Environment of Respect and Rapport

Teacher interaction with students
Student interaction

Component 2b: Establishing a Culture for Learning

Importance of the content
Student pride in work
Expectations for learning and achievement

Component 2c: Managing Classroom Procedures

Management of instructional groups
Management of transitions
Management of materials and supplies
Performance of non-instructional duties
Supervision of volunteers and paraprofessionals

Component 2d: Managing Student Behavior

Expectations
Monitoring of student behavior
Response to student misbehavior

Component 2e: Organizing Physical Space

Safety and arrangement of furniture
Accessibility to learning and use of physical resources

(Continued on Back)

APPENDIX B (back)

Components of Professional Practice (continued)

DOMAIN 3: Instruction

Component 3a: Communicating Clearly and Accurately

Directions and Procedures
Oral and written language

Component 3b: Using Questioning and Discussion Techniques

Quality of questions
Discussion techniques
Student participation

Component 3c: Engaging Students in Learning

Representation of content
Activities and assignments
Grouping of students
Instructional materials and resources
Structure and pacing

Component 3d: Providing Feedback to Students

Quality: accurate, substantive, constructive and specific
Timeliness

Component 3e: Demonstrating Flexibility and Responsiveness

Lesson adjustment
Response to students
Persistence

DOMAIN 4: Professional Responsibilities

Component 4a: Reflecting on Teaching

Accuracy
Use in future teaching

Component 4b: Maintaining Accurate Records

Student completion of assignments
Student progress in learning
Non-instructional records

Component 4c: Communicating with Families

Information about the instructional program
Information about individual students
Engagement of families in the instructional program

Component 4d: Contributing to the School and District

Relationships with colleagues
Service to the school
Participation in school and District projects

Component 4e: Growing and Developing Professionally

Enhancement of content knowledge and pedagogical skill
Service to the profession

Component 4f: Showing Professionalism

Service to students
Advocacy
Decision making

APPENDIX C
APPRAISAL PLAN TIMELINE FOR TEACHERS NEW TO THE DISTRICT (4.07)

<u>COMPLETION DATE</u>	<u>ACTION</u>
January 15 th	Completion of one evaluation (two observations)
January 25 th	Teacher receives written report of results of evaluation (Teacher Summative Appraisal form)
February 10 th to April 1 st	Completion of one evaluation (two observations)
April 10 th	Teacher receives written report of results of evaluation (Teacher Summative Appraisal form)

Pursuant to ORC 3319.111

Effective Date: August 1, 2008

APPENDIX D

APPRAISAL PLAN TIMELINE FOR TEACHERS WITH
MORE THAN TWO YEARS OF TEACHING EXPERIENCE IN THE DISTRICT

<u>COMPLETION DATE</u>	<u>ACTION</u>
September 15 th	Notification of Appraisal status
December 1 st	First observation cycle completed
March 10 th	Second observation cycle completed
June 1 st	Teacher Summative Appraisal conference
	Notification status for the following year, if possible

Effective Date: August 1, 2008

**APPENDIX E
PRE-OBSERVATION DISCUSSION GUIDE (OPTIONAL)**

Evaluatee: _____ Date of Conference: _____

Evaluator: _____

Refer to Appendix B for Components of Professional Practice

Effective Date: August 1, 2008

APPENDIX F
LAKEWOOD CITY SCHOOL DISTRICT
TEACHER OBSERVATION FORM

Teacher _____

Observer _____

Grade/Subject _____

Observation Date _____ Length of Observation _____

Appraisal Scale:	E	=	Excellent
	G	=	Good
	S	=	Satisfactory
	NI	=	Needs Improvement
	U	=	Unsatisfactory
	NO	=	Not Observed

Domain 1: Planning and Preparation

- _____ 1a. Demonstrating Knowledge of Content and Pedagogy
- _____ 1b. Demonstrating Knowledge of Students
- _____ 1c. Selecting Instructional Goals
- _____ 1d. Demonstrating Knowledge of Resources
- _____ 1e. Designing Coherent Instruction
- _____ 1f. Assessing Student Learning

Domain 2: The Classroom Environment

- _____ 2a. Creating an Environment of Respect and Rapport
- _____ 2b. Establishing a Culture for Learning
- _____ 2c. Managing Classroom Procedures
- _____ 2d. Managing Student Behavior
- _____ 2e. Organizing Physical Space

Domain 3: Instruction

- _____ 3a. Communicating Clearly and Accurately
- _____ 3b. Using Questioning and Discussion Techniques
- _____ 3c. Engaging Students in Learning
- _____ 3d. Providing Feedback to Students
- _____ 3e. Demonstrating Flexibility and Responsiveness

Domain 4: Professional Responsibilities

- _____ 4a. Reflecting on Teaching
- _____ 4b. Maintaining Accurate Records
- _____ 4c. Communicating with Families
- _____ 4d. Contributing to the School and District
- _____ 4e. Growing and Developing Professionally
- _____ 4f. Showing Professionalism

Administrator's Comments:

Teacher'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.

Effective Date: August 1, 2008

APPENDIX G (green)

LAKESWOOD CITY SCHOOL DISTRICT
TEACHER SUMMATIVE APPRAISAL FORM

Teacher _____

Observer _____

Grade/Subject _____

Observation Dates _____

Length of Observations _____

Appraisal Scale:	E	=	Excellent
	G	=	Good
	S	=	Satisfactory
	NI	=	Needs Improvement
	U	=	Unsatisfactory
	NO	=	Not Observed

Domain 1: Planning and Preparation

- _____ 1a. Demonstrating Knowledge of Content and Pedagogy
- _____ 1b. Demonstrating Knowledge of Students
- _____ 1c. Selecting Instructional Goals
- _____ 1d. Demonstrating Knowledge of Resources
- _____ 1e. Designing Coherent Instruction
- _____ 1f. Assessing Student Learning

Domain 2: The Classroom Environment

- _____ 2a. Creating an Environment of Respect and Rapport
- _____ 2b. Establishing a Culture for Learning
- _____ 2c. Managing Classroom Procedures
- _____ 2d. Managing Student Behavior
- _____ 2e. Organizing Physical Space

Domain 3: Instruction

- _____ 3a. Communicating Clearly and Accurately
- _____ 3b. Using Questioning and Discussion Techniques
- _____ 3c. Engaging Students in Learning
- _____ 3d. Providing Feedback to Students
- _____ 3e. Demonstrating Flexibility and Responsiveness

Domain 4: Professional Responsibilities

- _____ 4a. Reflecting on Teaching
- _____ 4b. Maintaining Accurate Records
- _____ 4c. Communicating with Families
- _____ 4d. Contributing to the School and District
- _____ 4e. Growing and Developing Professionally
- _____ 4f. Showing Professionalism

Administrator's Comments:

Teacher'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.

SUMMATIVE RATING:

This summative rating of the above-mentioned teacher for this school year is (check one):

- Excellent
- Good
- Satisfactory
- Needs Improvement
- Unsatisfactory

Evaluator's Signature

Date

Teacher's Signature

Date

The signature of the teacher does not indicate agreement with the evaluation but rather that s/he has received a copy of the form.

(Additional pages may be used as desired.)

Effective Date: August 1, 2008

APPENDIX H

FORMATIVE MODEL OPTIONS

(Teachers with continuing contract and at least three years of teaching experience in the Lakewood City School District)

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 teachers in the FORMATIVE MODEL are urged to consider options other than the traditional appraisal process. It is the evaluatee's responsibility 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. If there is no mutual agreement, the SUMMATIVE MODEL shall be used instead.

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
14. National Board Professional Teaching Standards Certification process

TIMELINES

September 15 th	Notification of appraisal status
October 1 st	Teacher Formative Project Plan completed
June 1 st	Teacher Formative Appraisal and conference, notify of appraisal status for following year, if possible

Effective Date: August 1, 2008

APPENDIX I

LAKWOOD CITY SCHOOL DISTRICT
TEACHER FORMATIVE PROJECT 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 _____

Effective Date: August 1, 2008

APPENDIX J

LAKWOOD CITY SCHOOL DISTRICT
TEACHER FORMATIVE APPRAISAL FORM

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.

Effective Date: August 1, 2008

APPENDIX K (blue)

TEACHER EXPERIENCING PROFESSIONAL DIFFICULTIES

If there is a documented need for improvement of performance of a teacher, the following procedure will be implemented, governed by the appeals process outlined in this document.

This procedure is a directive form of staff appraisal. It is plan-specific and directed by the evaluator to improve specific areas of concern with a teacher's performance. Once these specific areas have been identified, evaluator and evaluatee (and Association President/designee, if requested by the evaluatee) will develop a remediation plan to address the areas of concern.

A Notification of movement to Appendix K by June 1st	B Notification of movement to Appendix K by October 1st	C Notification of movement to Appendix K for teachers already on an appraisal cycle
<ol style="list-style-type: none"> 1. A Remediation 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. Two observation cycles shall be completed by December 15th. 3. Two additional observation cycles shall be completed by March 10th. 4. Final written appraisal conference and notification of non-renewal or termination (if applicable) by March 15th. 	<ol style="list-style-type: none"> 1. Remediation Plan Conference shall be held within ten (10) school days of notification. The teacher shall be notified if s/he is facing possible non-renewal or termination at this conference. 2. Two observation cycles shall be completed by December 15th. 3. Two additional observation cycles shall be completed by March 10th. 4. Final written appraisal conference and notification of non-renewal or termination (if applicable) by March 15th. 	<ol style="list-style-type: none"> 1. Following one observation cycle, notification of movement to the Appendix K by November 15th. 2. Remediation Plan Conference held within ten (10) school days of notification of change of appraisal status to Appendix K. The teacher shall be notified if s/he is facing possible non-renewal or termination at this conference. 3. Second observation cycle completed by December 15th. 4. Completion of two observation cycles by March 10th. 5. Final written appraisal conference and notification of non-renewal or termination (if applicable) by March 15th.

Effective Date: August 1, 2008

APPENDIX L

LAKWOOD CITY SCHOOL DISTRICT
LICENSED/CERTIFICATED EMPLOYEE EVALUATION

REMEDIATION PLAN FOR IMPROVEMENT FORM

Employee's Name _____

Position _____

Evaluator's Name _____

Date _____

I. Specific Recommendations Regarding Improvements Needed

II. Means by Which the Employee May Obtain Assistance in Making Such Improvements

Evaluator's Signature

Date

Employee's Signature

Date

(Additional pages may be used as desired)

Effective Date: August 1, 2008

APPENDIX M

INFORMAL OBSERVATION RECORD

Teacher: _____

Location of Observation: _____

Evaluator: _____

Date of Observation: _____

Comments:

Teacher's Signature Date

Evaluator's Signature Date

Signing is merely acknowledgement of having seen the material and does not indicate agreement or disagreement.

Effective Date: August 1, 2008

APPENDIX N

IEP Day/Instructional Supplies Option Form

In accordance with Section 5.04 of the Agreement, each special education teacher (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 special education teacher 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.

- | | |
|---|--|
| <input type="checkbox"/> One (1) IEP Release Day
(For caseloads from 0-8) | Work to be completed in the District; a substitute will be provided for upon proper request through the substitute service. |
| <input type="checkbox"/> 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. |
| <input type="checkbox"/> 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. |
| <input type="checkbox"/> Instructional Materials Allowance | Funds equal to the cost of a full-day substitute(s) will be available for each special education teacher's use. Each teacher must submit all receipts to the building secretary by April 1 st in order to process a reimbursement requisition. Any receipts submitted after April 1 st shall <u>not</u> be reimbursed. |

Teacher's Printed Name

Building

Teacher's Signature (date)

Principal's Signature (date)

APPENDIX O

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 = $\frac{2}{3}$ 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 P
**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)*

- | | |
|---|--|
| <input type="checkbox"/> Course/Seminar for University Credit | <input type="checkbox"/> Teaching a College Course/Seminar |
| <input type="checkbox"/> Teaching Adult Vocational/Technical Course | <input type="checkbox"/> Professional Presentation |
| <input type="checkbox"/> Professional Education Organization Activities | <input type="checkbox"/> Completion of Requirements for National Board Certification |
| <input type="checkbox"/> Peer Observation/Peer Coaching | <input type="checkbox"/> Supervisor of Student Teacher |
| <input type="checkbox"/> Mentor of Entry Year Teacher | <input type="checkbox"/> Curriculum Development |
| <input type="checkbox"/> District-Wide Initiatives Committee Work | <input type="checkbox"/> School-Related Project |
| <input type="checkbox"/> Professional Development | <input type="checkbox"/> Professional Conference/Workshop/Institute |
| <input type="checkbox"/> Publication of Original Work | <input type="checkbox"/> Grant Writing |
| <input type="checkbox"/> Self-Directed Educational Development | <input type="checkbox"/> Externship |
| <input type="checkbox"/> Community/Business Educational Activity | <input type="checkbox"/> 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 O)
 Evaluation* (*Documentation Needed as Proof of Completion for Salary Adjustment for Academic Growth Credit.)

Option: *(Please check one)*

- | | |
|--|--|
| <input type="checkbox"/> Course/Seminar for University Credit | <input type="checkbox"/> Supervisor of Student Teacher |
| <input type="checkbox"/> Completion of Requirements for National Board Certification | <input type="checkbox"/> 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 disqualify applicant for salary adjustment.)
 **Will a sub be required? _____

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 _____

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 Department of Instruction 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

LAKWOOD CITY SCHOOL DISTRICT

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

Effective August 1, 2008

APPENDIX T
LAKEWOOD CITY SCHOOL DISTRICT
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

Signature of Employee Date

Approved _____ Not Approved _____

Principal or Department Head Date

Effective Date: August 1, 2008

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.

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

LAKESWOOD CITY SCHOOL DISTRICT

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.

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 160 and 164)

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

LAKWOOD CITY SCHOOL DISTRICT
Lakewood, Ohio

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

LAKWOOD CITY SCHOOL DISTRICT
Lakewood, Ohio

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	SCHOOL ABSENCE	NO. OF DAYS SUBSTITUTE
DATES _____	DATES _____	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 _____ Date _____

LAKWOOD CITY SCHOOL DISTRICT

Lakewood, Ohio

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: _____ Assistant Superintendent _____ Date _____

For Office Use Only: Original Returned _____ Computer Entered _____ Sent to Accounting _____

APPENDIX BB

LAKWOOD SCHOOL DISTRICT
Lakewood, Ohio

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

LAKWOOD CITY SCHOOL DISTRICT
Lakewood, Ohio

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

FMLA FORM FF

**HEALTH CARE PROVIDER'S CERTIFICATION FOR
EMPLOYEE'S SERIOUS HEALTH CONDITION**

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

FMLA FORM GG

**HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS
HEALTH CONDITION OF EMPLOYEE'S SPOUSE, CHILD, OR PARENT**

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

FMLA FORM HH

**HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE
REQUEST FOR INTERMITTENT LEAVE OR REDUCED-WORK SCHEDULE**

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.)

Return this form to

Signature

Director of Human Resources
Lakewood Board of Education
1470 Warren Road
Lakewood, Ohio 44107

Telephone Number

Date

FMLA FORM II

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

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 KK

COMPENSATION FOR ONE-AND-A-HALF OR DOUBLED
MUSIC/ART/PHYSICAL EDUCATION CLASSES

(Fill out a separate form for each class involved.)

If a teacher is required by his/her principal to teach one or more one-and-a-half or doubled music, art, or physical education classes at the elementary level, s/he qualifies for a stipend according to Section 5.01B of the Agreement.

Please submit one form - **one for each class** falling into this category - to the Department of Human Resources by **May 1st**. To be paid at one hundred percent (100%) of the formula, the class needs to meet two hundred (200) minutes within a two week period. Adjustments may be made if enrollment changes after May 1st. However, payment for any adjustments after May 1st will not appear in the first paycheck in June.

NAME: _____ SCHOOL BUILDING: _____

For each class involved, fill in the following information:

CLASS AT 38-50 = (_____ days divided by 92 days) x \$300 = _____

CLASS AT 51-60 = (_____ days divided by 92 days) x \$400 = _____

CLASS OVER 60 = _____ days x \$1.00 x _____ students = _____

TOTAL = _____

(The same class may appear in more than one of the above categories if the number of students enrolled in the class changed during the course of the year.)

Please indicate the length of time/number of days each class was scheduled.

_____ number of minutes

_____ number of days per week

Signature of Teacher

Date

Signature of Principal or Administrator

Date

APPENDIX LL

LAKWOOD CITY SCHOOLS
ENTRY-YEAR PROGRAM

APPLICATION FORM FOR MENTOR TEACHER

NAME _____ SCHOOL _____

GRADE/ASSIGNMENT _____ YEARS IN DISTRICT _____

YEARS OF TEACHING EXPERIENCE ____ PATHWISE TRAINED _____
(date)

DO YOU HOLD A CONTINUING CONTRACT?

Summarize your educational background:

1. Summarize your teaching experiences:
2. List some of your teaching strengths:
3. Tell about some of your professional services to your building/District. (i.e., in-service, grants, curriculum writing, awards, etc.)
4. Why would you like to become a mentor teacher?
5. Are you willing to take a mentor training class this summer and to start working with your entry-year teacher in August?

PLEASE RETURN TO THE DIRECTOR OF HUMAN RESOURCES BY JUNE 1st.

APPENDIX MM

ENTRY-YEAR PROGRAM

**PRINCIPAL OR OTHER ADMINISTRATOR RECOMMENDATION FORM
FOR MENTORING TEACHER**

NAME _____ SCHOOL _____

GRADE/ASSIGNMENT _____ PRINCIPAL/ADMINISTRATOR _____

PLEASE RATE THIS CANDIDATE ON A SCALE OF 1 TO 5 ON THE SPECIFIC CRITERIA FOR MENTORS.
(1 – does not demonstrate 3 – average 5 – extremely effective)

1. Is currently licensed, teaching in field, and has taught successfully for five years or more in Lakewood City Schools. 1 2 3 4 5

2. Has demonstrated excellence in content knowledge, pedagogy, student assessment procedures, and working with experienced and new teachers. 1 2 3 4 5

3. Has demonstrated a commitment to the students and their learning. 1 2 3 4 5

4. Has familiarity with resources and opportunities available in the school District and community. 1 2 3 4 5

5. Deals effectively with parents, community leaders and community groups. 1 2 3 4 5

6. Has the capacity to facilitate and nurture the growth of a new teacher. 1 2 3 4 5

7. Is an effective problem solver. 1 2 3 4 5

8. Has a working knowledge of the organizations and structures with the Lakewood City Schools. 1 2 3 4 5

9. Understands professional development and licensing requirements for new teachers. 1 2 3 4 5

10. Has knowledge of professional subject matter organizations. 1 2 3 4 5

11. Has demonstrated a commitment to continued professional growth. 1 2 3 4 5

12. Works in a confidential, candid, and supportive relationship. 1 2 3 4 5

**PLEASE PUT COMMENTS ON THE BACK OF THIS FORM.
RETURN TO THE DIRECTOR OF HUMAN RESOURCES BY JUNE 1st.**

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

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 Association concerning the efficient and effective communication to teachers, the Superintendent will issue a memorandum to all building administrators urging them to use written or verbal forms of communication (e.g., e-mail, weekly newsletters, voice mail) to communicate building/District information where there is no need for teacher input and/or interaction. The purpose of said communication is to reduce in number and/or streamline staff meetings. Additionally, the administration can obtain information from teachers through the use of e-mail and voice mail. As a result of this increased use of technology, it is imperative that all staff members regularly access their e-mail/voice mail. Further, this memorandum will request that administrators distribute the full staff meeting agenda in advance of the meeting. Finally, in an effort to be more time-efficient, the committees in every building should define their role and function and any duplication of effort should be eliminated.
2. In order to work collaboratively towards the successful implementation of future transition-related activities, the Lakewood Teachers Association and the administration have agreed to the following:
 - a. For those buildings going into transition, the administration and the Association will regularly convene a committee to facilitate the implementation of the transition and to minimize its impact upon teachers and students.
 - b. The administration shall provide those teachers whose buildings are, or will be, directly impacted by the transition routine updates on its current progress and on its anticipated impact.
 - c. The administration will make every effort to distribute an adequate supply of packing materials for the transportation of all teaching-related items and possessions that will need to be relocated.
 - d. The administration shall provide all teachers who are being relocated a list of all essential items that will be present in their new classroom. This list shall include but is not limited to items such as the number of desks for the students and teacher(s), available shelving units, personal furniture items and or other materials that may be relevant to that teacher's instructional and student needs.
 - e. Once relocation has occurred teachers shall provide the administration with a "punch list" that can be used to document any missing items, unforeseen issues, or essential modifications and corrections that need to be considered.

- f. The Lakewood Teachers Association and the administration remain committed to working collaboratively towards maximizing the use of the space that is available within each building so as to achieve the most efficient and acceptable means of addressing professional and instructional needs.
3. In accordance with Article 8, Section 8.18, the Association and administration agree to routinely remind teachers that 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 Scheduled Absence Form and shall have a substitute provided if required. Said form should be completed at least one month prior to attendance dates if possible, but must be approved before attendance at the event. This time shall not be considered part of the personal leave.
 4. Once per month the Board will include in the staff newsletter the website address to access listings of network Health Providers, including Urgent Care Centers. The LTA will include the same information in its periodic Association newsletter.
 5. The District will provide access to a calendar of regularly scheduled meetings to be used for building level planning. An effort will be made to maintain building level calendars, including information provided by the District on standing meetings.
 6. The District will assess and identify building printer needs.
 7. The District will assess additional training and technology support needs and will provide technology training throughout the school year and during the school day to address these needs.
 8. The District will develop standardized forms and procedures for scheduling elementary and middle school parent-teacher conferences.
 - The District will use the Alert Now telephone system, or its equivalent, to notify parents of the methods for scheduling parent-teacher conferences.
 - The District will provide temporary clerical help for the initial conference scheduling.
 - The District will explore web-based scheduling for elementary and middle school parent-teacher conferences.

MEMORANDUM OF AGREEMENT

The Lakewood Board of Education and the Lakewood Teachers Association agree that the following Timely Retirement Incentive Plan (TRIP) will be implemented between the dates of July 1, 2013 and August 1, 2013 if there is a minimum of five (5) teacher participants who retire between July 1, 2013 and August 1, 2013.

- A. To be eligible to participate in the TRIP, each teacher must submit an irrevocable letter of resignation (due to retirement) to the Human Resources Department by 4:00 p.m. on August 30, 2012. This irrevocable letter of resignation (attached) must be submitted by 4:00 p.m. on August 30, 2012, and supersedes any letter of resignation that a teacher may have already tendered.
- B. Each teacher who participates in the TRIP shall receive sixty percent (60%) of his/her salary as determined by his/her actual placement on the negotiated salary schedule, along with any applicable notation found on the bottom of the salary schedule (e.g. longevity, additional compensation for Ph.D), if the teacher retires between July 1, 2013 and August 1, 2013. The pay for these TRIP calculations does not include extended days/time, nor does it include any supplemental contract salaries.
- C. Payment to the teacher, including severance pay (i.e., cash payment for sick leave credit), shall be made in five (5) equal installments and shall be made in accordance with the 403(b) Plan outlined in Section 6.03(f) of the Agreement. The first installment shall coincide with the Lakewood teachers' first paycheck in January, the first January after the teacher's retirement. Each of the other installments shall coincide with the Lakewood teachers' first paycheck in January in each of the four (4) successive calendar years.
- D. In the case of the teacher's death, TRIP and severance payments shall be made to the teacher's spouse or estate in the manner provided by law using the above schedule.
- E. To be eligible for the TRIP the teacher must:
 - 1. Be eligible for STRS retirement with thirty (30) years of service credit, or age fifty-five (55) with at least twenty-five (25) years of service credit, or age sixty (60) with at least five (5) years of service credit.
 - 2. Have ten (10) or more years of service as a teacher in the Lakewood City School District.
 - 3. Submit an irrevocable letter of resignation (due to retirement) to the Human Resources Department no later than 4:00 p.m. on August 30, 2012.

4. The following conditions will cause a teacher to be ineligible to participate in this TRIP.
- a. Participation in or election to participate in disability retirement
 - b. Termination or suspension pending termination
 - c. Non-renewal
 - d. Currently retired or receiving STRS retirement benefits
 - e. Failure to submit an irrevocable letter of resignation to the Human Resources Department by 4:00 p.m. on August 30, 2012.

F. If there are not five (5) teacher TRIP participants in total for the period from July 1, 2013 through August 1, 2013, the TRIP shall not be implemented and any irrevocable letter of resignation (due to retirement) submitted by a teacher to the Human Resources Department requesting TRIP participation shall be returned to the teacher by September 7, 2012. If the TRIP is not implemented and a teacher still wants to resign due to retirement, that teacher needs to submit another letter of resignation to the Human Resources Department.

Betsy Shaughnessy (Date)
Board President

Colleen Corrigan (Date)
President, Lakewood Teachers Association

Jeff Patterson (Date)
Superintendent

Richard Berdine (Date)
Treasurer

LAKWOOD CITY SCHOOLS

To: Dr. Deb Cahoon
Director of Human Resources

Please accept this notification as a formal resignation from my position with the Lakewood City Schools in order to retire under STRS under the terms of the Timely Retirement Incentive Plan (TRIP).

It is understood that this notice of resignation due to retirement, once submitted to the Office of Human Resources, is **IRREVOCABLE**. It is further understood that if there are not five (5) LTA member participants in the TRIP for the period from July 1, 2013 through August 1, 2013, the TRIP will not be implemented and this letter of intent to partake in the TRIP will be returned to me by September 7, 2012. It is further understood that if the TRIP is not implemented, and I still want to retire without a TRIP, I need to submit another letter of resignation.

In regards to participation the TRIP, upon receipt and acknowledgement of this notice by the Office of Human Resources, implementation of all terms of the TRIP if there are at least five (5) LTA member participants in the TRIP for the period from July 1, 2013 through August 1, 2013, will be effective.

I wish to participate in the Timely Retirement Incentive Plan (TRIP).

My date of resignation due to retirement will be _____

Member's Name (print) _____

LTA Member's Signature

Date

THIS NOTIFICATION MUST BE SUBMITTED TO THE OFFICE OF HUMAN RESOURCES NO LATER THAN 4:00 P.M. ON AUGUST 30, 2012.

Received by the Office of Human Resources on _____ at _____
(date) (time)

by _____
(name)