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STATE EMPLOYMENT  
RELATIONS BOARD

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## NEGOTIATED AGREEMENT

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between the

**LORAIN CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

and

**LORAIN ADMINISTRATORS' ASSOCIATION**

Effective August 1, 2004 through July 31, 2007

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## PREFACE

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

- \* We acknowledge the value of diversity in the system's employment and pledge to use our mutual efforts toward establishing a diverse employee population.
- \* We acknowledge that in order for educational reform to take place, an enlightened approach to Board/Association relationships must exist.
- \* We acknowledge that service to students is foremost in our efforts and pledge our mutual energies to that end.
- \* We acknowledge that only through cooperative efforts to solve problems together will we succeed.

## DEFINITIONS

*"Administrative Compensation Plan"* is the cooperatively-negotiated salary schedule in effect during the duration of the agreement.

*"Administrator"* refers to all certified person below the level of director who administer programs in the Lorain City Schools.

*"Advisory Panel"* refers to a three (3) person review of the negotiations proceedings which led to unresolved issues by the negotiating teams. The Advisory Panel shall review, study and make recommendations that can resolve the issues on given items of the disagreement. Such recommendations shall be advisory only.

*"Association"* means the Lorain Administrators' Association (LAA) and refers to administrators who are members of the LAA bargaining unit.

*"Bargaining Unit"* refers to all persons recognized to be certified and employed by the Lorain City School District Board of Education and represented in professional negotiations by the Lorain Administrators' Association. This includes all employees eligible for membership in the Lorain Administrators' Association.

*"Board of Education"* means the Lorain City School District Board of Education which is duly elected by residents of the Lorain City School District. Board of Education is used interchangeably with Board.

“*Caucus*” means a limited break in a negotiation session.

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

“*Counsel*” means any person selected to sit in on a conference between an LAA member and a representative of the Lorain Schools’ management at any level of the grievance procedure.

“*Good Faith*” involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. Good faith requires that the LAA and the Board of Education be willing to react to each other’s proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reason or offer counterproposals. Good faith requires parties to recognize negotiations as a shared process. The obligation of the Board and the LAA to meet for purposes of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

“*Grievance*” is defined as meaning a claim by an association member that there has been a violation, misinterpretation, or misapplication of the provisions of the Negotiated Agreement between the LAA and the Board of Education.

“*Negotiation Agent*” means that group granted such status by the Lorain City School District Board of Education.

“*Negotiating Meeting Period*” refers to that period of time, April 1 to June 1, from the initiation until the conclusion of negotiations.

“*Negotiations Session*” involves the actual time of conferring between the representatives of the Lorain City School District Board of Education and the Lorain Administrators’ Association.

“*Negotiations Team*” refers to the body of official representatives of the Lorain City School District Board of Education or the Lorain Administrators’ Association.

“*Professional Negotiations*” means conferring, discussing and negotiating in good faith by the Board of Education or its designated representatives and the recognized administrative organization through its designated representatives in an effort to reach agreement with respect to matters of concern. Collective bargaining, negotiations, and professional negotiations are used interchangeably in this agreement.

“*Recess*” involves the period of time between negotiations sessions once negotiations have commenced.

“*Superintendent*” refers to the Lorain City Superintendent, the chief executive officer of the Lorain City School District.

“*Unresolved Issues*” means disagreement; a deadlock on given item(s) being negotiated. Unresolved issues are declared when no further change of a position by the members of the negotiating teams is taking place and agreement is not reached.

“*Written Disposition*” involves the findings and recommendations of parties used to resolve any situation.

### **PROFESSIONAL NEGOTIATIONS AGREEMENT**

WHEREAS the Lorain City School District Board of Education is now and always has been desirous of providing the highest quality educational program commensurate with the needs of the community and the community’s financial ability to fulfill these needs; and

WHEREAS the administrative, supervisory and psychologist positions represented by the Lorain Administrators’ Association provide the means by which the policy of the Board of Education is effectuated and the quality of the education program maintained; and

WHEREAS both the Board of Education and Association agree; in order that the quality of the educational program not be impaired by misunderstanding which might arise through lack of communications or undefined delineation of duty and responsibilities, certain of these rights and responsibilities should be properly designated; and,

WHEREAS nothing here contained is intended to limit the legal or statutory power of the Lorain Board of Education; and,

WHEREAS it is hoped that dialogue will continue throughout the year and contribute to the betterment of public education in the City of Lorain;

NOW IT IS THEREFORE AND AGREED AS FOLLOWS:

#### **ARTICLE I – RECOGNITION**

- A. The Board shall and hereby does recognize the Lorain Administrators’ Association as the sole and exclusive representative for all administrators listed on the Rate Group Chart.
- B. The Association recognizes the Board as the locally elected body charged with policy formation and operation of public education in Lorain.
- C. The Association recognizes the Superintendent as the chief executive officer and primary professional advisory of the Board as well as the educational leader of the school system.

## ARTICLE II – NEGOTIATION PROCEDURE

- A. This negotiation procedure shall remain in effect until such time as both parties mutually agree to alter this procedure as defined by a new contractual agreement.
- B. Negotiations will take place between the Board and/or its delegated representative(s), and the Lorain Administrators' Association beginning April 1 of the year of expiration of this contract with negotiations to be concluded by June 1 of the year of expiration, unless mutually extended.
- C. The subject of negotiations shall include remunerations; benefits provisions; administrative staff-line personnel hours and length of work; and the administrative procedures involving the welfare of the LAA members including all subjects permitted in O.R.C. Chapter 4117.
- D. Negotiations Ground Rules
  - 1. Meetings to discuss negotiable items may be requested by the LAA, the Superintendent and/or his/her delegated representative(s), or the Board. A written request stating specifically the reason for the meeting must be directed by the LAA to the Superintendent or the Superintendent to the LAA.
  - 2. A meeting must be held at a mutually convenient time within seven (7) workdays after the request has been submitted, unless both parties agree to an extension of time. Either party has the prerogative of having counsel present at any negotiations meeting.
  - 3. During each session, either group may caucus for independent consultation as necessary.
  - 4. Recesses may be called for no longer than seven (7) days, unless both parties agree to an extension of time.
  - 5. Minutes will be kept for all meetings by a member of the Superintendent's negotiating team with copies furnished to all participants.
  - 6. Before the close of each meeting, a statement that summarizes the mutually agreed upon understandings reached during the meeting may be drafted by the Board or its delegated representative. The date and time of the next meeting shall be established.
- E. Periodic progress reports and news releases may be issued during negotiations provided that any such release shall have the prior approval of all participants.

- F. When an agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the LAA and the Board for formal approval. Upon approval, the agreement shall become part of the official minutes of the Board.
- G. After sixty (60) calendar days from the first negotiation session for those items not resolved, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If a party calls for Mediation involvement, the other party shall join in a joint request. The Board and LAA agree that the aforementioned mediation shall supersede all other dispute settlement procedures contained in O.R.C. Chapter 4117.14.
- H. If any portion of this agreement is in violation of any statutes of the State of Ohio, then that portion or portions directly related to is in violation thereof shall be considered null and void, but all other provisions or applications shall continue in full force and effect. The portions considered by both parties as null and void shall be renegotiated in conformity with the law.

### **ARTICLE III – EMPLOYMENT PRACTICES**

- A. In light of the previous agreement that there shall be cooperative efforts in revising LAA job descriptions, it is accepted that each Association member have (1) written input into job descriptions, (2) be provided a copy of said job description with an opportunity for additional comment prior to presentation to the Board of Education, (3) in their possession a copy of said finalized job description five workdays following Board of Education action, and (4) an opportunity to evaluate the job description every three years.
- B. Contract forms, salary notice, and job classification letter shall be sent to each LAA member by May 15. Assignment letters for the contract year shall be sent to each LAA member by May 15. Assignment letters for the contract year shall be sent to each LAA member by June 10. Exceptions are recognized when assignment is dependent upon independent funding.
- C. The contract year for all positions with less than 233 authorized workdays shall be August 1 through July 31. The work year for individuals shall begin at least one (1) day prior to the first scheduled teacher workday of the school year and extend before and after the school year the number of workdays authorized for the position excluding weekends, holidays, and days schools are closed for holidays during the school year. Workdays may be scheduled prior to or after the school year by mutual agreement between the employee and his/her immediate supervisor.
- D. The contract year for positions with 233 authorized workdays shall be August 1 through July 31. Persons employed in positions with 233 authorized workdays shall schedule these workdays with the Superintendent.

- E. During negotiations with other employee groups, the counsel and advice of a representative of the Lorain Administrators' Association may be requested when issues apply directly to the responsibility of members of the administrative group or upon a specific request of the Administrators. The LAA will continue to serve as consultants to the Board of Education in negotiations with other employee groups. No less than the (2) LAA consultants (one shall be an officer) shall be invited and involved at any meeting that the Association's presence is requested by the Superintendent.
- F. Recommendations regarding staffing needs for the District and/or the buildings shall be made to the Superintendent from the appropriate administrator.
- G. Members of the LAA may request compensatory time for days worked beyond those authorized in their individual contract, subsequent to the scheduling of said days with the Superintendent and obtaining his/her approval.
- H. One of the high school administrators must be present for school activities during evening hours that the administrator is normally expected to be present.
- I. Bargaining unit members will report to work when schools have been closed due to inclement weather. It is recognized that weather conditions may necessitate altering schedules.
- J. Regular elementary, middle and high schools will have a full-time Principal assigned to each building.
- K. Hiring Certificated Administrators

Where feasible, newly-hired members of the bargaining unit shall hold a valid certificate/license for the position held. Current employees occupying a bargaining unit position who do not possess a valid certificate/license for the position shall submit a professional development plan to the LPDC which shall be successfully completed within a reasonable period of time.

#### **ARTICLE IV – CONTRACTS, EVALUATION, ASSIGNMENTS AND REASSIGNMENTS**

- A. As in past practice, the Superintendent of Schools, in accordance with Board policy, shall determine the appropriate salary step at the time of employment, and in the case of reassignment, the individual shall be placed on the appropriate step as reflected by position, education, and experience as outlined in the Administrative Compensation Plan.

B. All LAA personnel shall progress annually, regardless of contract duration, on the Daily Rate Group Schedule (See Appendix C) to the appropriate step reflected by position, education, and experience.

C. Contracts and Administrator Evaluation

1. Contracts

- a. Before the contract of a member of the bargaining unit is nonrenewed, the Board and Superintendent shall comply with the due process requirements of O.R.C. §3319.02.
- b. The employee shall have the right to meet with the Board in executive session and shall be told the reasons for any nonrenewal action by the Board.

2. Evaluation

In addition to the evaluation procedures required in O.R.C. §3319.02, the Board agrees to the following:

- a. The total job performance of the administrator shall form the basis of the administrator's evaluation.
- b. In any year in which the employee's contract does not expire, one (1) evaluation shall be completed that year and shall be received by the employee in writing on the Administrative Evaluation Form (See Appendix A) no later than June 30.
- c. In the final year of an employee's contract, the annual evaluation shall occur using the Administrative Evaluation Form (See Appendix A) and be given to the employee in writing at least sixty (60) days prior to Board action on the contract. Board action shall occur in March, pursuant to O.R.C. §3319.02.

D. Administrative staff/line vacancies shall be sent to all buildings and the LAA President. During the summer, notices of such vacancies shall be mailed to LAA members.

E. All LAA members shall have the right to review their personnel file and request that detrimental material included therein be removed provided that the action necessary to correct this situation leading to the filing of such materials has been accomplished. The Superintendent shall inform the LAA member of the necessary corrective action. An LAA member may respond in writing to any critical information placed in his/her personnel file. The response will be attached to the critical information. Should critical

material not be removed after 18 months, the LAA member shall be entitled to a written explanation upon request.

- F. Recognizing the importance of an efficient educational operation, advance notice will be given prior to the transfer or reassignment of a bargaining unit member. Notification and reasons leading to any reassignment shall be shared with the LAA President prior to the announcement of the transfer. LAA members interested in transferring to new positions should notify the Superintendent.
- G. Equal consideration will be given to LAA members for administrative or support duties offered as supplemental contracts.
- H. Both parties recognize the special problems associated with long-term contract status for Psychologists and agree to further discussions with an eye to resolution of these problems by June 1, 1994.
- I. The LAA and the Board agree to reopen negotiations at the request of either party on items affected by restructuring.

#### **ARTICLE V – CURRICULUM STUDY**

- A. It shall be understood that applications or proposals, for curriculum revision may be submitted by an LAA member and such application will include: (1) proposed committee, (2) suggested personnel makeup, (3) statement of need, (4) objectives of committee, (5) expected duration of committee, and (6) itemized budget including stipends. It shall also be understood that at least one LAA member will be a participating member of the committee. Upon administrative approval, a budget shall be provided the committee chairperson within 30 days.
- B. In order to provide collaboration among the Superintendent, the Board and the LAA, the Association shall be represented on any committee formed to study district-wide curricular changes. LAA will share in the research and development of these programs.

#### **ARTICLE VI – PROFESSIONAL DEVELOPMENT**

- A. LAA members' participation in professionally beneficial conferences is encouraged. Attendance at state and national meetings may be granted by the appropriate Director or Superintendent.
- B. An LAA member who is on a program of a state or national convention or conference in his or her area of expertise will be approved for attendance at Board's expense, if funds are available.

- C. Expense reimbursement for LAA members to attend approved professional conferences may include registration fees, lodging, food and transportation costs. Mileage reimbursement shall be reimbursed at the IRS approved rate. LAA members who are required to attend professional conferences shall have related expenses paid by the Board.
- D. The LAA reaffirms its desire to participate in ongoing professional development activities at the local level developed cooperatively by the Central Office staff and representatives of LAA.
- E. LAA recognizes the need for change and continuous professional development within the school District. Training is an important component of the change process. For this reason, all affected members will receive training prior to or during the implementation of any new programs.

#### **ARTICLE VII – WORKING RELATIONSHIPS**

- A. Copies of all negotiations agreements between the Lorain Board of Education and employee groups shall be distributed to LAA members within two weeks after approval by the Board and the duplications of agreements.
- B. The Board of Education and the Lorain Administrators' Association willingly agree to exchange information as requested and in a reasonable time prior to and during negotiations.
- C. Members of the LAA shall not be discriminated against, nor practice any form of discrimination, in any phase of their job due to race, religion, residency as it applies to all professionally certified employee groups, sex, creed, age, marital status, or association responsibilities.
- D. All LAA members be afforded luncheon rights as professional and approved civic obligations dictate.
- E. Any written request of any nature submitted by LAA members to appropriate Central Office personnel will be answered within thirty (30) days.
- F. Other responsibilities and privileges:
  - 1. The Human Resources office shall notify the administrator to whom the resigning employee reports without delay of any resignations received.
  - 2. LAA members will be invited to participate in appropriate interviews, to review credential files of selected applicants, and make appropriate recommendations.

3. LAA members will be notified and consulted concerning equipment deliveries and remodeling projects in the building, and will be notified and consulted concerning any serious building vandalism incidents.
  4. LAA members will complete any responsibilities related to computer scheduling.
  5. The Association, the Superintendent and/or his agents shall not knowingly violate, misinterpret, or misapply provisions of the Manual of Rules and Regulations.
  6. LAA will be part of the process of defining Site Based Decision Making parameters.
- G. When complaints or grievances are registered with the Superintendent or Directors which affect LAA members, they will be apprised of the complaint in a timely manner. The notification to the administrator will include: (a) the name of the complainant, when possible; (b) when not possible to name the complainant, a reasonable explanation will be given; and (c) the nature of the complaint.
  - H. A copy of the Ohio Revised Code including annual supplements shall be placed at all buildings at Board expense.
  - I. The Board reaffirms its responsibility to give all reasonable support and assistance to LAA members with respect to the maintenance of control and discipline within the school building and on school property.
  - J. During the duration of this Negotiations Agreement, the Lorain Administrators' Association, its officers or agents, shall not engage in any strike, withholding of services or slowdown, against the Lorain City Schools.
  - K. LAA members should have direct input into the selection of their building and office personnel. Hiring practices and policies should be explained fully to the hiring administrator. In hiring personnel, the administrator in charge along with the Personnel Office will interview and screen candidates to find a replacement which meets the administrator's approval. These hiring decisions will be contingent upon Board policies, civil service requirements, the desegregation consent decree, and appropriate state law.

### **ARTICLE VIII – ADMINISTRATIVE COMPENSATION**

#### A. Salary and Fringe Benefits

It is recognized that the compensation for all persons covered by this agreement shall include the salary and fringe benefits stated in this Article.

B. Me-Too Clauses

1. Salary Me-Too

The salary increases shall be as specified in this Article. However, the across-the-board percentage increase for members of the LAA bargaining unit shall be no less than the BA-0 base salary percentage increase to the classroom teachers' salary schedule.

2. Fringe Benefit Me-Too

The fringe benefits afforded persons covered by this agreement shall be no less than those afforded classroom teachers. The application of the salary and fringe benefits stated herein shall be effective August 1 of each contract year, unless otherwise specified in this article.

3. Me-Too Committee

A joint committee shall be formed to consider removing the above ME-TOO clauses from the Agreement.

C. Contract Effective Dates

The application of the salary and fringe benefits stated herein shall be effective August 1 of each contract year, unless otherwise specified in this article.

D. Fringe Benefits

1. Life Insurance

Term Life Insurance equal to \$1,500 for each full \$1,000 of annual salary including a provision for double indemnity for accidental death. The Board and LAA will draft mutually agreeable language to implement a voluntary, post-retirement group term life insurance plan. The plan will be at no cost to the Board.

2. Health Care, Dental and Vision Insurance

Health Care, Dental and Vision Insurances as provided for by the Joint Insurance Health Plan Trust (See Appendix B). Justifiable Leave and Personal Leave shall be the same as afforded to classroom teachers.

3. Mileage

Reimbursement for mileage at the IRS approved rate at the time of districtwide implementation as it pertains to job.

4. Sick Leave

a. Sick leave accumulation shall be increased to three hundred twenty (320) days.

b. Accrued leave shall be granted for accumulated sick leave as follows:

- 1) One (1) day at 15 days accumulation;
- 2) Two (2) days at 75 days accumulation;
- 3) Three (3) days at 150 days accumulation;
- 4) Four (4) days at 225 days accumulation.

c. Unused accrued days will be bought back at the rate of Two Hundred Dollars (\$200.00) per day.

5. Severance Pay

Upon retirement, each person shall receive severance pay based upon the number of days of accumulated but unused sick leave. The severance pay due shall be calculated by multiplying the person's accumulated but unused sick leave by twenty-five percent (25%) and multiplying this product by the person's STRS salary for the last year of employment divided by the employee's number of authorized workdays. The amount of severance pay calculated shall not exceed seventy-five (75) days. Employees who complete their authorized workdays and end-of-year duties for the school year prior to retirement will receive additional severance pay equal to ten percent (10%) of the days to which they are otherwise entitled. Individuals will receive severance pay in a single payment in January in the year following retirement.

6. STRS Pick-up

The Board shall pay each person's STRS contribution on all salary and wages earned. This employee retirement contribution pickup shall be included in each person's final average salary for STRS retirement purposes.

7. Annuity

The Board shall make a payment of 6.19% of each employee's annual salary to the employee. Each employee agrees to use this payment to purchase an annuity.

This payment will be distributed twice a month during the contract year in accordance with IRS regulations. This 6.19% payment provided annually to each employee shall be included in each person's final average salary for STRS retirement purposes. Annuity funds will be transmitted to the designated agencies within five (5) business days, based on receipt by the Treasurer of an invoice.

8. Vacation

LAA members who are employed in positions with 233 authorized workdays shall receive five (5) days of paid vacation annually upon their 25th year of service. Up to a maximum of 25 days of paid vacation may be carried over from year to year.

9. Longevity

LAA members with 25 or 26 years of service shall receive a longevity step of \$1,000. With 27 or 28 years of service the \$1,000 payment ceases and is replaced with \$2,500. With 29 or more years of service the \$2,500 payment ceases and is replaced with \$4,000. Service is defined as years of experience in education and years of service purchased from STRS.

10. Property Protection

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

11. Direct Deposit of Pay

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

12. Section 125 Plan Committee

A joint Board/LAA Committee shall be established to study and make recommendations regarding the possible implementation of a Section 125 Plan under IRS law.

E. Administrator Salary Schedules

Administrator salaries' increase shall be zero percent (0%) for the 2004-2005 school year; zero percent (0%) for the 2005-2006 school year; and two percent (2%) for the 2006-2007 school year. See Appendix D for the compensation schedules for each year of this Agreement.

F. Per Diem Rate

For payroll deduction purposes and for calculating per diem rates of pay, the authorized workdays for the position shall be used. For example, to determine the per diem rate of pay for an individual, divide the annual salary by the number of authorized workdays for the position.

G. Review of Group Rate Chart

The Group Rate Chart may be reviewed annually with a minimum of one review prior to the expiration of this agreement. If the District is reorganized and enrollments are significantly affected, a review of the Group Rate Chart will occur.

H. Extended Workdays

Any person who is requested to work beyond the number of workdays authorized for the position shall be paid on a per diem basis.

I. Summer School

Any bargaining unit member who administers a summer school program shall receive a supplemental contract in the amount of Two Thousand Five Hundred Dollars (\$2,500.00).

J. Transfers

A person covered by this agreement who is assigned or transferred to another position covered by this agreement shall not have an annual salary less than that which they would have had had they remained in their former position, unless the person is advanced to the maximum step for the new position. However, persons transferred on their request to a position of lesser rate group and/or fewer authorized workdays shall be compensated at the rate group and step appropriate for the new assignment.

K. Group Rate/Work Year Chart

(See Appendix C for the LAA Group Rate Chart)

L. Training Allowance Table

1. Training allowance table for members of the bargaining unit is as follows:

Masters Degree Plus 15 Hours	2.0% of the Training Allowance Base
Masters Degree Plus 30 Hours	4.5% of the Training Allowance Base

Masters Degree Plus 45 Hours	6.5% of the Training Allowance Base
Earned Doctorate Degree	8.0% of the Training Allowance Base

2. The Training Allowance base is the amount of money which results for multiplying the Daily Rate of Rate Group 5, Step 4 from the Daily Rate Group Schedule by 233 workdays plus 16%. This is a constant; it does not vary for the number of different authorized workdays.
3. Hours are semester hours of college credit earned after the earning of the Masters Degree. Hours must be reported by October 1 for full training allowance credit and January 31 for half training allowance credit.

M. Extra Time Pay

1. Beginning with the 2001-2002 contract year (8/1/01 – 7.31/02), three (3) days of extra time shall be provided for “extended workdays service” to be used at straight time for Rate Groups 5, 6, 7 and 8. For the 2002-2003 school year and beyond, the days will be increased to eight (8) days.
2. Beginning with the 2001-2002 contract year, three (3) days of extra time shall be provided for all other rate groups. For the 2002-2003 contract year and beyond, these days will be increased to five (5) days.
3. These days will be compensated at the daily rate and shall be paid within thirty (30) days after submitting a request for payment to the Treasurer’s Office as part of a regular paycheck.

**ARTICLE IX – GRIEVANCE PROCEDURE**

- A. Level One – An LAA member with a grievance shall first discuss it informally with his immediate director either individually or together with an LAA representative or other counsel.
- B. Level Two
  1. In the event the aggrieved person and/or the LAA is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days from the date of the receipt of the grievance by the director, the LAA member and/or LAA Grievance Committee shall refer the grievance to the Superintendent of Schools in writing.
  2. The Superintendent shall, within five (5) days of receipt of the grievance, conduct a hearing concerning the grievance. The aggrieved and LAA Grievance

Committee shall be notified in writing as to the time, place, and date of said hearing. The hearing shall include the aggrieved person, his counsel, the Superintendent, and any others who may be needed to give information as to the claim. Within five (5) days of the conclusion of the hearing, the Superintendent shall issue his decision along with his reasons, in writing, to the aggrieved person, as to the disposition of the claim. A copy of this decision will be furnished by the Superintendent to the President of the LAA.

- C. Level Three – If after receiving the decision of the Superintendent, the aggrieved and/or the LAA Grievance Committee is not satisfied with the decision at Level Two, the Grievance Committee may within five (5) days file the grievance in writing with the Treasurer. At its next regular or special Board meeting, the Board will hear and, within five (5) days, respond to the grievance.

### **ARTICLE X – REDUCTION IN FORCE**

A. Introduction

1. Before administrators are displaced because of Reduction in Force (RIF), all means of permanently or temporarily reducing staff, including the following, must have been exhausted:
  - a. Resignation
  - b. Retirement
  - c. Early retirement
  - d. Voluntary transfer
  - e. Leaves of absence
  - f. Nonrenewal of incompetent administrators
2. Should it become necessary under the provisions of the Ohio Revised Code Section 3319.17 to reduce staff due to financial considerations, decreased enrollment, return of administrators after medical leaves of absence, and/or suspension of schools or territorial changes affecting the District, the Board of Education shall achieve the necessary reduction in staff according to this policy. If possible, notification to involved administrators shall be prior to the last day of March of the year of the proposed reduction; this notification shall be in writing.

B. Certification

Reduction of administrative staff shall first be determined by reducing administrators who do not have proper certification within the classification affected.

C. Classifications

The Superintendent or his/her designee shall meet and confer with LAA officers one (1) week prior to a final decision on administrators to be reduced or positions to be eliminated within administrative classifications as determined by the current Group Rate Chart. The meeting to discuss reductions will take place prior to any presentation to the Board of Education for official action on proposed reductions. For the purposes of instituting this policy, the Group Rate Chart will be used. It is understood that modification(s) of the Group Rate Chart through negotiations will automatically modify the classification.

D. Seniority

Reductions of administrative staff shall be determined by reducing the least senior administrator within the classification affected.

E. Determination of Seniority

1. Seniority is determined by applying the following steps:
  - a. The number of years in the District in the classification in which the administrator is currently serving, and
  - b. The number of years in the District in a previous classification in which the administrator served.

2. The following simultaneously accrued seniority clause, and any other reference in this policy to that clause, does not become effective until July 1, 1994:

If an administrator holds an LAA recognized position in which they are the direct supervisor of another classification(s), they will simultaneously accrue seniority in all such supervised classifications. Regardless of the position held, all accrued LAA administrative seniority will be retained during an individual's employment with the District. This policy becomes void upon resignation, dismissal or acceptance of a leave of absence for reasons other than medical.

3. Seniority tie breakers, in the order of their implementation, are:
  - a. Total number of years of employment in the District;
  - b. The original Board of Education hire date;
  - c. Time in an acting assignment; and
  - d. The "flip of a coin."

4. For an “acting administrator” assignment, it is understood that seniority will be:
  - a. Granted to an acting administrator upon the date they become eligible for membership in the LAA by being employed under an administrative contract pursuant to O.R.C. 3319.02 and hold the appropriate certification;
  - b. Applicable to only those positions held immediately prior to the above date that the person served in an LAA job classification on an acting or temporary assignment;
  - c. Applicable only for the time that they were properly certified for the LAA job classification held during this acting or temporary assignment; and
  - d. Granted for only those acting or temporary assignments which lead to the identical administrative appointment in the same LAA job classification immediately upon completion of the acting or temporary assignment.

F. Displacement

1. Displacement occurs when an administrative position is eliminated by the Board of Education thus reducing the number of positions within a classification. The displaced administrator shall be the least senior administrator in that classification. Displaced administrators can “bump” the least senior administrator, first, in a previously held classification, then if none exists, in one in which they have simultaneously accrued seniority. This includes existing administrative positions which have been retitled but which have the same job description as before the retitling occurred. In order for the displacement to occur, “bumping administrators” must have seniority in the position and must possess proper certification. Administrators shall “bump” back through previously held classifications in the same sequence as they were promoted.
2. Administrators who have been demoted for cause will not be able to “bump” back to a position from which they were demoted.
3. When bumping back into a previously held classification, the displaced administrator’s seniority status in this previously held classification shall equal the total of his/her seniority in that previously held classification plus the seniority accrued in the displaced classification(s).
4. For the purpose of this policy, total classification(s) seniority is limited to only those years accrued in a recognized LAA position.

5. A classification seniority list shall be kept current by the Superintendent's office and shall be available to LAA upon request.

G. Salary Placement

1. Administrators being displaced to any position shall be compensated as per Article VIII of the LAA negotiated agreement during the term of their contract. If displacement results in an assignment to a higher classification, the administrator shall earn the higher salary as set per Article VIII of the LAA negotiated agreement.
2. Compensation for any displaced administrator shall:
  - a. Be calculated as per Article VIII of the negotiated agreement for the term of their current contract;
  - b. Not be less than that earned in the classification held prior to displacement during the term of their current contract;
  - c. Not be affected by displacement to a lower position, including that of teacher; and
  - d. Be the higher amount if displaced to a higher classification.

H. Recall

1. Administrators who have been displaced either to a previously held position or to any other status, will be placed on a recall list by classification and seniority. This list will remain in effect until all affected administrators are given the opportunity to return to the original classification held prior to the implementation of this policy.
2. A current recall roster will be maintained as long as there are administrators remaining on the recall list.
3. When future administrative positions become available in the appropriate classification, these administrators shall be recalled to their original classification in order of seniority. Any assignment must be made from this list in reverse order, i.e., the last to be displaced will be the first to return.
4. Recalled administrator shall be placed on the appropriate administrative salary step based upon prior administrative experience.

I. Reassignment

1. Administrators whose assignments are affected by the displacement process and for whom administrative positions are not available are guaranteed all rights pursuant to O.R.C. 3319.17.
2. Displaced administrators will be given every consideration in filling available supplemental contracts and when applying for administrative position(s).

J. Affects

Administrators whose current job responsibilities are affected by the displacement of another administrator through the RIF process shall have such affects negotiated by the LAA within 60 days of said displacement. Negotiated "affects" agreement(s) will be retroactive to the date of said displacement.

K. Due Process

Should displaced administrators believe that they have been dealt with in an inequitable manner, they may request and will be granted a hearing with the Superintendent prior to official Board of Education action. These administrators shall have the right to representation through the LAA at this hearing.

L. Examples of Seniority

Examples of how seniority would be calculated for an individual throughout his/her career ladder appear in the February 1, 1991, Addendum to the Administrative Reduction Policy.

**ARTICLE XI – FAIR SHARE FEE**

- A. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the LAA, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- B. Notice of the amount of the annual and/or pro rata fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board. The Board agrees to transmit all amounts deducted to the Association.

- C. Payroll deduction of such fair share fee shall begin the first pay date which occurs on or after January 15.
- D. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid.
- E. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amount deducted for each.
- F. The Association represents to the Board that an internal rebate procedure has been established, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notices shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.
- G. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- H. The Association shall indemnify the Board for any cost, expense, or other liability that an employer might incur as a result of the implementation and enforcement of these provisions. The employer is required to give the LAA ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed. The LAA, at its cost, has the right to designate counsel to represent and defend the employer.
- I. The employer agrees to: (a) give full and complete cooperation and assistance to the affiliate and its counsel at all levels of the proceedings; (b) permit the affiliate or its affiliated organizations to intervene as a party if it so desires; and/or (c) to not oppose the affiliate or its affiliated organizations' application to file briefs *amicus curiae* in the action. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee contract provision, provided however, that there shall be no indemnification of the Board if it intentionally or willfully fails to apply (except due to a court order) or misapplies the fair share fee contract provision.
- J. Fee payers shall not be entitled to use the grievance procedure or bring action against the Board for collecting fair share fees.

## **ARTICLE XII – STAFFING NEEDS COMMITTEE**

- A. A cooperative effort between the LAA and the administration will occur to evaluate the appropriateness of administrative staffing levels in the District in order to insure the safety and security of staff and students and to be in compliance with District policies and safety plans.
- B. An Administrative Staffing Needs Committee shall be established by the LAA president. The committee will meet at the request of an LAA member. Upon deliberation of the committee and if the need for additional administrative staffing is substantiated, the committee will make such recommendation to the Superintendent.

## **ARTICLE XIII – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

- A. The Local Professional Development Committee shall be established comprised of five (5) persons: three (3) appointed by the LAA President and two (2) appointed by the Superintendent.
- B. The Committee will operate consistent with Ohio law and Ohio Department of Education Rules and Regulations.
- C. The LAA Local Professional Development Committee guidelines and forms (1998) will be followed.
- D. Appeals of an LPDC decision shall be to the Board of Education.

## **ARTICLE XIV – PROGRAM FOR THE PURPOSE OF IMPROVING STUDENT ACHIEVEMENT**

- A. Beginning 2002-2003 school year, for individual administrators who volunteer, there shall be a performance advancement system based on student achievement and demonstrated accountability for student progress. Qualifying administrators shall receive at least One Thousand Dollars (\$1,000.00) per year for each of two (2) years, contingent on available funds. The administrator may apply to qualify every two (2) years.
- B. The Superintendent and the LAA President each shall appoint four (4) persons to a joint committee which will work to determine the details of this Performance Advancement System and how it will be implemented.
- C. The Board shall retain a facilitator to assist and guide the committee. The facilitator shall be chosen based on his/her national reputation and expertise. If the committee cannot reach mutual agreement on a facilitator, then the Superintendent and LAA President shall

each put three names on a list. A representative of each party shall meet and select the facilitator from the list of names by the alternate strike method. The first to strike a name shall be determined by a coin flip.

- D. The joint committee shall make its determination by majority vote of the full committee. If the committee does not make its determination, the facilitator shall determine the details of this Performance Advancement System and recommend such details of this Performance Advancement System to the Superintendent and LAA President. The Superintendent shall implement those details unless modified by mutual agreement. Either party may file for binding interest arbitration from a list of seven (7) names provided by the American Arbitration Association within ten (10) calendar days of the issuance of the facilitator's recommendations. The arbitrator shall be selected using the alternate strike procedure. Either party has the right to request a second list. The party filing shall within five calendar days provide the other party with a written list of specific objections to the facilitator's recommendations and the reasons therefore. It is the mutual desire of the parties that the arbitrator is selected, the hearing be held, and the award issued as soon as reasonably possible.
- E. Upon agreement of the Superintendent and LAA President, the joint committee established in paragraph (C) above shall be reconvened in the 2002-2003 school year to consider the relationship between research-based indicators of successful teaching and student achievement.
- F. This program implementation is contingent on the District receiving categorical funding from a governmental or private source to cover the complete cost of the program.
- G. Timelines to be determined by the committee with completion of committee work by July 31, 2002.

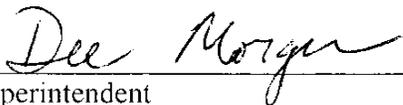
#### **ARTICLE XV – DURATION AND SIGNATURES**

- A. This agreement made and entered into this 22 day of MAY, 2006, by and between the Lorain City School District Board of Education and the Lorain Administrators' Association shall be in effect for three years beginning August 1, 2004, and continuing in full force and effect to July 31, 2007. This agreement becomes valid upon ratification of the Lorain City School District Board of Education and the Lorain Administrators' Association.
- B. Negotiations may be reopened for a successor agreement upon written request by either party no earlier than March 15 of the year of expiration.
- C. All prior agreements are null and void.

FOR THE BOARD:

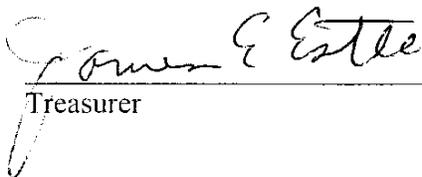


President, Board of Education



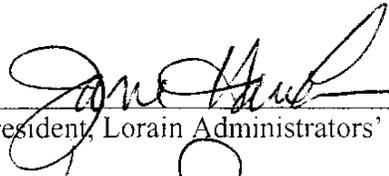
Superintendent

Directors of Staff and Community Relations

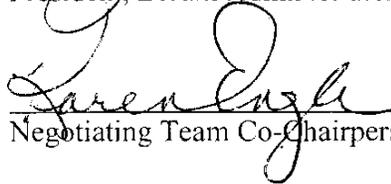


Treasurer

FOR THE ASSOCIATION:



President, Lorain Administrators' Association



Negotiating Team Co-Chairperson

Negotiating Team Co-Chairperson

**LORAIN CITY SCHOOL DISTRICT  
ADMINISTRATIVE EVALUATION FORM**

Name \_\_\_\_\_

Position \_\_\_\_\_

Evaluator \_\_\_\_\_

Date \_\_\_\_\_

Discuss performance in relation to the specific responsibilities that are identified in the approved job description. Write a summary appraisal statement and list goals that need to receive attention.

Recommendations of the Evaluator

Identify specific recommendations for improvement, when indicated, as well as noting commendations for specific strengths.

Recommendations for Improvement:

Commendations/Strengths:

Comments of Administrator

Administrator \_\_\_\_\_ Date \_\_\_\_\_

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Signatures indicate completion of the process, but do not necessarily mean that the administrator concurs with the content. Additional pages may be used by the evaluator or evaluatee as needed.

JOINT INSURANCE HEALTH PLAN TRUST

The Lorain Board of Education has established a self-insured health plan which covers the members of LAA in accordance with the terms of this agreement and pursuant to O.R.C. 3313.202.

A. Joint Insurance Health Plan Trust

A Joint Insurance Health Plan Trust (JIHPT) composed of twelve (12) designated representatives of the Unions and board is hereby created. The LAA shall appoint one (1) person to the Trust. The LAA shall be assigned one (1) vote plus one (1) additional vote for each block of one hundred (100) members beyond the first one hundred (100). The Board representatives shall exercise a number of votes equal to the total of employee bargaining unit votes. Decisions will be made by a three-fourths majority of the votes.

B. Health Plan Trust Agreement

This Health Plan Trust Agreement shall be composed of such terms and conditions as agreed to by a three-fourths majority of the Trustees. The initial term shall be four (4) years, commencing on November 1, 1993, and shall continue thereafter unless modified by collective bargaining.

C. Reserve

At the commencement of the Health Trust Plan Agreement, the Board of Education shall make a one-time payment into an Insurance Reserve held by the Health Plan Trustees an amount equal to 20% of the projected 125% cost, as determined in Reserve, below.

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

D. Run Out Reserve

A Run Out Reserve shall be established by adding to the premium rates for coverages (which will be charged to all other Board funds on a per participant basis) an amount calculated to achieve a reserve with sufficient dollars to pay for a three (3) month run out

should the Trustees decide to opt for fully insured coverage in lieu of self-funded coverage. This fund may be increased or decreased annually in order to maintain sufficient funding for its stated purpose. Overages shall be distributed by the Trustees as described below. This fund will be fully vested prior to June 30, 1996.

E. Operating Reserve

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

The funding for each additional year shall be in twelve (12) equal installments and shall be as follows:

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

F. Trustee Authority

The plan shall provide benefits for hospitalization, medical, dental, vision, and prescription drugs, as provided by present policies in accordance with terms and provisions as agreed to by the Plan Trustees, including a per person \$1,000,000.00 lifetime limit, with enrollment periods as provided in this Trust agreement. The purpose of the Trustees shall be to administer the Health Plan Trust Fund. The Trustees shall contract for coverages solely for medical/hospitalization, dental, vision and prescription drugs. They shall examine the viability of continuing with self-insured programs and shall determine which, if any, coverages will be self-insured. The Third Party Administrator, Comprehensive Managed Care Administrator, Legal Counsel, and Independent Actuary shall be determined by the Trustees and shall be funded by the Trust.

At the end of each plan year the Independent Actuary, in addition to determining the cost basis for the next ensuing year, shall certify the unexpended trust fund monies as of the 120th day following the end of the plan year. Thereafter, not more than thirty (30) days following the Actuary's report, all monies paid into the plan trust but unexpended for costs and claims incurred and paid for the previous year shall be paid 50% to the plan participants and 50% to the Board of Education. The 50% payment to the participants shall be made by pro rata distribution to all plan participants employed at the end of the plan year, by individual checks issued by the Third Party Administrator to each such participant.

G. Termination

In the event of termination of the Health Plan Trust, the Trust shall be wound up with all of the remaining funds including any appreciation thereto distributed to the plan participants and the Board, 50% to each, with participants getting a pro rata basis to all plan participants employed upon termination of the plan with the exception of the Insurance Reserve listed in Rcserve, above.

A summary "Schedule of Benefits" description shall be prepared by the Third Party Administrator and distributed to each plan participant. A decision by a three-fourths (3/4) majority of the votes of the Plan Trustees shall be final and binding upon all parties.

## APPENDIX C

**LORAIN CITY SCHOOL DISTRICT  
LAA GROUP RATE CHART EFFECTIVE 2002-2003 AND 2003-2004\***

POSITION	RATE GROUP	AUTHORIZED WORKDAYS
High School Principal	8	234
Junior High Principal	7	229
Athletic Director	6	229
Elementary School Principal		
Garfield	5	216
Hawthorne	5	216
Homewood	5	216
Irving	5	216
Jacinto	5	216
Larkmoor	5	216
Lakeview	5	214
Longfellow	5	216
Lowell	5	214
Masson	5	216
Meister Road	5	214
Palm	5	216
Washington	5	214
Building Administrator High School	3	227
High School Assistant Principal II	2	212
Junior High Assistant Principal	2	212
Elementary Assistant Principal	2	207
School Psychologist	2	203
Elementary Supervisor	1	233
Gifted and Talented Supervisor	1	203
Funded Program Supervisor	1	233
Title I Supervisor	1	233
Special Education Supervisor	1	207
Student Service Supervisor	1	233
Comprehensive Curriculum Supervisor (7-12)	1	233

Other Unfilled Positions

Pre-K-12 Curriculum Supervisor  
School Readiness Center Supervisor  
Technology Supervisor  
Staff Education and Training Supervisor  
Career Development Supervisor  
Human Resources Supervisor  
Building Facilities Coordinator  
Student Services/Desegregation Supervisor  
Assistant to the Superintendent  
Building Administrator Charleston  
Research and Development Specialist  
Human Relations Substance Abuse Supervisor  
Bilingual Program Supervisor  
Fine Arts Supervisor  
Media Center Supervisor  
Reading Supervisor

\*Effective for the 2001-2002 school year, four (4) additional authorized workdays will be added for all rate groups in the bargaining unit based on the authorized workdays from the 2000-2001 school year.

**LORAIN CITY SCHOOL DISTRICT  
LAA SALARY SCHEDULE  
(AUGUST 1, 2004 – JULY 31, 2005)**

RATE GROUP A SCHEDULE		POSITIONS: None		
STEP		AUTHORIZED WORKDAYS	DAILY RATE 2004/2005	BASE SALARY
A/1		203	266.48	\$54,501.44
A/2		203	276.09	\$56,046.27
A/3		203	283.68	\$57,587.04
A/4		203	291.27	\$59,127.81
A/5		203	298.86	\$60,668.58
RATE GROUP 0 SCHEDULE		POSITIONS: None		
STEP		AUTHORIZED WORKDAYS	DAILY RATE 2004/2005	BASE SALARY
0/1				
0/2				
0/3				
0/4				
0/5				
RATE GROUP 1 SCHEDULE		POSITIONS: Special Education Supervisor, Student Service Supervisor, Title I -- Funded Program, Elementary Supervisor, Comprehensive Curriculum Supervisor (7- 12), Gifted/Talented Supervisor		
STEP		AUTHORIZED WORKDAYS	DAILY RATE 2004/2005	BASE SALARY
1/1		203	274.46	\$55,715.38
1/1		207	274.46	\$56,813.22
1/1		233	274.46	\$63,949.18
1/2		203	282.00	\$57,246.00
1/2		207	282.00	\$58,374.00
1/2		233	282.00	\$65,706.00
1/2		203	289.64	\$58,796.92
1/3		207	289.64	\$59,955.48
1/3		233	289.64	\$67,486.12
1/4		203	297.24	\$60,339.72
1/4		207	297.24	\$61,528.68
1/4		233	297.24	\$69,256.92
1/4		203	304.86	\$61,886.58
1/5		207	304.86	\$63,106.02
1/5		233	304.86	\$71,032.38

**LORAIN CITY SCHOOL DISTRICT  
LAA SALARY SCHEDULE  
(AUGUST 1, 2004 – JULY 31, 2005)**

RATE GROUP 2 SCHEDULE

POSITIONS: School Psychologists, Elementary Assistant  
Principal, Junior High (Middle School)  
Assistant Principal, High School Assistant  
Principal

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2004/2005	BASE SALARY
2/1	203	279.87	\$56,813.61
2/1	207	279.87	\$57,933.09
2/1	212	279.87	\$59,332.44
2/2	203	287.64	\$58,390.92
2/2	207	287.64	\$59,541.48
2/2	212	287.64	\$60,979.68
2/3	203	295.36	\$59,958.08
2/3	207	295.36	\$61,139.52
2/3	212	295.36	\$62,616.32
2/4	203	303.11	\$61,531.33
2/4	207	303.11	\$62,743.77
2/4	212	303.11	\$64,259.32
2/5	203	310.87	\$63,106.61
2/5	207	310.87	\$64,350.09
2/5	212	310.87	\$65,904.44

RATE GROUP 3 SCHEDULE

POSITIONS: Building Administrator – High School

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2004/2005	BASE SALARY
3/1	227	282.54	\$64,136.58
3/2	227	290.41	\$65,923.07
3/3	227	298.21	\$67,693.67
3/4	227	306.08	\$69,480.16
3/5	227	313.92	\$71,259.84

RATE GROUP 4 SCHEDULE

POSITIONS: None

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2004/2005	BASE SALARY
4/1	233	285.33	\$66,481.89
4/2	233	293.21	\$68,317.93
4/3	233	301.12	\$70,160.96
4/4	233	309.05	\$72,008.65
4/5	233	316.97	\$73,854.01

**LORAIN CITY SCHOOL DISTRICT  
LAA SALARY SCHEDULE  
(AUGUST 1, 2004 – JULY 31, 2005)**

RATE GROUP 5 SCHEDULE

POSITIONS: Principal - Garfield, Lakeview, Hawthorne, Homewood, Lowell, Meister, Irving, Jacinto, Larkmoor, Washington, Longfellow, Masson, Palm

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2004/2005	BASE SALARY
5/1	214	293.39	\$62,785.46
5/1	216	293.39	\$63,372.24
5/2	214	301.53	\$64,527.42
5/2	216	301.53	\$65,130.48
5/3	214	309.69	\$66,273.66
5/3	216	309.69	\$66,893.04
5/4	214	317.82	\$68,013.48
5/4	216	317.82	\$68,649.12
5/5	214	326.00	\$69,764.00
5/5	216	326.00	\$70,416.00

RATE GROUP 6 SCHEDULE

POSITIONS: None

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2004/2005	BASE SALARY
6/1	229	310.45	\$71,093.05
6/2	229	322.87	\$73,937.23
6/3			
6/4			
6/5			

RATE GROUP 7 SCHEDULE

POSITIONS: Junior High (Middle School) Principal

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2004/2005	BASE SALARY
7/1	229	307.09	\$70,323.61
7/2	229	315.57	\$72,265.53
7/3	229	324.02	\$74,200.58
7/4	229	332.57	\$76,158.53
7/5	229	341.07	\$78,105.03

RATE GROUP 8 SCHEDULE

POSITIONS: High School Principal

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2004/2005	BASE SALARY
8/1	234	312.50	\$73,125.00
8/2	234	321.15	\$75,149.10
8/3	234	329.80	\$77,173.20
8/4	234	338.47	\$79,201.98
8/5	234	347.12	\$81,226.08

**LORAIN CITY SCHOOL DISTRICT  
LAA SALARY SCHEDULE  
(AUGUST 1, 2004 – JULY 31, 2005)**

In addition to the base salary schedule, the following items are added constituting the final STRS salary:

	<b>2004-2005</b>	<b>2005-2006</b>	<b>2006-2007</b>
<b>Training Allowance</b>			
Masters Degree Plus 15 Hours	\$1,689.00	\$1,689.00	\$1,689.00
Masters Degree Plus 30 Hours	\$3,799.00	\$3,799.00	\$3,799.00
Masters Degree Plus 45 Hours	\$5,488.00	\$5,488.00	\$5,488.00
Earned Doctorate Degree	\$6,754.00	\$6,754.00	\$6,754.00

**STRS Payment**

The Board of Education shall pay each person's STRS contribution (9.30%) on salary and wages earned. This employee retirement contribution pickup shall be included in each person's final average salary for STRS retirement purposes.

**Annuity**

The Board of Education shall make a payment of 6.19% of each employee's annual salary to the employee

This 6.19% payment shall be included in each persons final salary for STRS retirement purposes.

**Longevity**

LAA members with 25 or 26 years of service shall receive: \$1,000.00  
 LAA members with 27 or 28 years of service shall receive: \$2,500.00  
 LAA members with 29 or more years of service shall receive: \$4,000.00

**LORAIN CITY SCHOOL DISTRICT  
LAA SALARY SCHEDULE  
(AUGUST 1, 2005 – JULY 31, 2006)**

## RATE GROUP A SCHEDULE

POSITIONS: None

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2005/2006	BASE SALARY
A/1	203	266.48	\$54,501.44
A/2	203	276.09	\$56,046.27
A/3	203	283.68	\$57,587.04
A/4	203	291.27	\$59,127.81
A/5	203	298.86	\$60,668.58

## RATE GROUP 0 SCHEDULE

POSITIONS: None

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2005/2006	BASE SALARY
0/1			
0/2			
0/3			
0/4			
0/5			

## RATE GROUP 1 SCHEDULE

POSITIONS: Special Education Supervisor, Student  
Service Supervisor, Title I – Funded  
Program, Elementary Supervisor,  
Comprehensive Curriculum Supervisor (7-  
12), Gifted/Talented Supervisor

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2005/2006	BASE SALARY
1/1	203	274.46	\$55,715.38
1/1	207	274.46	\$56,813.22
1/1	233	274.46	\$63,949.18
1/2	203	282.00	\$57,246.00
1/2	207	282.00	\$58,374.00
1/2	233	282.00	\$65,706.00
1/3	203	289.64	\$58,796.92
1/3	207	289.64	\$59,955.48
1/3	233	289.64	\$67,486.12
1/4	203	297.24	\$60,339.72
1/4	207	297.24	\$61,528.68
1/4	233	297.24	\$69,256.92
1/5	203	304.86	\$61,886.58
1/5	207	304.86	\$63,106.02
1/5	233	304.86	\$71,032.38

**LORAIN CITY SCHOOL DISTRICT  
LAA SALARY SCHEDULE  
(AUGUST 1, 2005 – JULY 31, 2006)**

RATE GROUP 2 SCHEDULE

POSITIONS: School Psychologists, Elementary Assistant Principal, Junior High (Middle School) Assistant Principal, High School Assistant Principal

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2005/2006	BASE SALARY
2/1	203	279.87	\$56,813.61
2/1	207	279.87	\$57,933.09
2/1	212	279.87	\$59,332.44
2/2	203	287.64	\$58,390.92
2/2	207	287.64	\$59,541.48
2/2	212	287.64	\$60,979.68
2/3	203	295.36	\$59,958.08
2/3	207	295.36	\$61,139.52
2/3	212	295.36	\$62,616.32
2/4	203	303.11	\$61,531.33
2/4	207	303.11	\$62,743.77
2/4	212	303.11	\$64,259.32
2/5	203	310.87	\$63,106.61
2/5	207	310.87	\$64,350.09
2/5	212	310.87	\$65,904.44

RATE GROUP 3 SCHEDULE

POSITIONS: Building Administrator – High School

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2005/2006	BASE SALARY
3/1	227	282.54	\$64,136.58
3/2	227	290.41	\$65,923.07
3/3	227	298.21	\$67,693.67
3/4	227	306.08	\$69,480.16
3/5	227	313.92	\$71,259.84

RATE GROUP 4 SCHEDULE

POSITIONS: None

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2005/2006	BASE SALARY
4/1	233	285.33	\$66,481.89
4/2	233	293.21	\$68,317.93
4/3	233	301.12	\$70,160.96
4/4	233	309.05	\$72,008.65
4/5	233	316.97	\$73,854.01

**LORAIN CITY SCHOOL DISTRICT  
LAA SALARY SCHEDULE  
(AUGUST 1, 2005 – JULY 31, 2006)**

RATE GROUP 5 SCHEDULE

POSITIONS: Principal – Garfield, Lakeview, Hawthorne, Homewood, Lowell, Meister, Irving, Jacinto, Larkmoor, Washington, Longfellow, Masson, Palm

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2005/2006	BASE SALARY
5/1	214	293.39	\$62,785.46
5/1	216	293.39	\$63,372.24
5/2	214	301.53	\$64,527.42
5/2	216	301.53	\$65,130.48
5/3	214	309.69	\$66,273.66
5/3	216	309.69	\$66,893.04
5/4	214	317.82	\$68,013.48
5/4	216	317.82	\$68,649.12
5/5	214	326.00	\$69,764.00
5/5	216	326.00	\$70,416.00

RATE GROUP 6 SCHEDULE

POSITIONS: Athletic Director

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2005/2006	BASE SALARY
6/1	229	310.45	\$71,093.05
6/2	229	322.87	\$73,937.23
6/3			
6/4			
6/5			

RATE GROUP 7 SCHEDULE

POSITIONS: Junior High (Middle School) Principal

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2005/2006	BASE SALARY
7/1	229	307.09	\$70,323.61
7/2	229	315.57	\$72,265.53
7/3	229	324.02	\$74,200.58
7/4	229	332.57	\$76,158.53
7/5	229	341.07	\$78,105.03

RATE GROUP 8 SCHEDULE

POSITIONS: High School Principal

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2005/2006	BASE SALARY
8/1	234	312.50	\$73,125.00
8/2	234	321.15	\$75,149.10
8/3	234	329.80	\$77,173.20
8/4	234	338.47	\$79,201.98
8/5	234	347.12	\$81,226.08

**LORAIN CITY SCHOOL DISTRICT  
LAA SALARY SCHEDULE  
(AUGUST 1, 2005 – JULY 31, 2006)**

In addition to the base salary schedule, the following items are added constituting the final STRS salary:

	<b>2004-2005</b>	<b>2005-2006</b>	<b>2006-2007</b>
<b>Training Allowance</b>			
Masters Degree Plus 15 Hours	\$1,689.00	\$1,689.00	\$1,689.00
Masters Degree Plus 30 Hours	\$3,799.00	\$3,799.00	\$3,799.00
Masters Degree Plus 45 Hours	\$5,488.00	\$5,488.00	\$5,488.00
Earned Doctorate Degree	\$6,754.00	\$6,754.00	\$6,754.00

**STRS Payment**

The Board of Education shall pay each person's STRS contribution (9.30%) on salary and wages earned. This employee retirement contribution pickup shall be included in each person's final average salary for STRS retirement purposes.

**Annuity**

The Board of Education shall make a payment of 6.19% of each employee's annual salary to the employee

This 6.19% payment shall be included in each persons final salary for STRS retirement purposes.

**Longevity**

LAA members with 25 or 26 years of service shall receive: \$1,000.00  
 LAA members with 27 or 28 years of service shall receive: \$2,500.00  
 LAA members with 29 or more years of service shall receive: \$4,000.00

**LORAIN CITY SCHOOL DISTRICT  
LAA SALARY SCHEDULE  
(AUGUST 1, 2006 – JULY 31, 2007)**

## RATE GROUP A SCHEDULE

POSITIONS: None

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2006/2007	BASE SALARY
A/1	203	273.85	\$55,591.55
A/2	203	281.61	\$57,166.83
A/3	203	289.35	\$58,738.05
A/4	203	297.10	\$60,311.30
A/5	203	304.84	\$61,882.52

## RATE GROUP 0 SCHEDULE

POSITIONS: None

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2006/2007	BASE SALARY
0/1			
0/2			
0/3			
0/4			
0/5			

## RATE GROUP 1 SCHEDULE

POSITIONS: Special Education Supervisor, Student Service Supervisor, Title I – Funded Program, Elementary Supervisor, Comprehensive Curriculum Supervisor (7-12), Gifted/Talented Supervisor

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2006/2007	BASE SALARY
1/1	203	279.95	\$56,829.85
1/1	207	279.95	\$57,949.65
1/1	233	279.95	\$65,228.35
1/2	203	287.64	\$58,390.92
1/2	207	287.64	\$59,541.48
1/2	233	287.64	\$67,020.12
1/3	203	295.43	\$59,972.29
1/3	207	295.43	\$61,154.01
1/3	233	295.43	\$68,835.19
1/4	203	303.13	\$61,545.54
1/4	207	303.18	\$62,758.26
1/4	233	303.18	\$70,640.94
1/5	203	310.96	\$63,124.88
1/5	207	310.96	\$64,368.72
1/5	233	310.96	\$72,453.68

**LORAIN CITY SCHOOL DISTRICT  
LAA SALARY SCHEDULE  
(AUGUST 1, 2006 – JULY 31, 2007)**

RATE GROUP 2 SCHEDULE

POSITIONS: School Psychologists, Elementary Assistant Principal, Junior High (Middle School) Assistant Principal, High School Assistant Principal

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2006/2007	BASE SALARY
2/1	203	285.47	\$57,950.41
2/1	207	285.47	\$59,092.29
2/1	212	285.47	\$60,519.64
2/2	203	293.39	\$59,558.17
2/2	207	293.39	\$60,731.73
2/2	212	293.39	\$62,198.68
2/3	203	301.27	\$61,157.81
2/3	207	301.27	\$62,362.89
2/3	212	301.27	\$63,869.24
2/4	203	309.17	\$62,761.51
2/4	207	309.17	\$63,998.19
2/4	212	309.17	\$65,544.04
2/5	203	317.09	\$64,369.27
2/5	207	317.09	65,637.63
2/5	212	317.09	\$67,223.08

RATE GROUP 3 SCHEDULE

POSITIONS: Building Administrator – High School

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2006/2007	BASE SALARY
3/1	227	288.19	\$65,419.13
3/2	227	296.22	\$67,241.94
3/3	227	304.17	\$69,046.59
3/4	227	312.20	\$70,869.40
3/5	227	320.20	\$72,685.40

RATE GROUP 4 SCHEDULE

POSITIONS: None

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2006/2007	BASE SALARY
4/1	233	291.04	\$67,812.32
4/2	233	299.07	\$69,683.31
4/3	233	307.14	\$71,563.62
4/4	233	315.23	\$73,448.59
4/5	233	323.31	\$75,331.23

**LORAIN CITY SCHOOL DISTRICT  
LAA SALARY SCHEDULE  
(AUGUST 1, 2006 – JULY 31, 2007)**

RATE GROUP 5 SCHEDULE

POSITIONS: Principal - Garfield, Lakeview, Hawthorne, Homewood, Lowell, Meister, Irving, Jacinto, Larkmoor, Washington, Longfellow, Masson, Palm

STEP	AUTHORIZED WORKDAY	DAILY RATE 2006/2007	BASE SALARY
5/1	214	299.26	\$64,041.64
5/1	216	299.23	\$64,632.82
5/2	214	307.56	\$65,817.84
5/2	216	307.56	\$66,432.96
5/3	214	315.88	\$67,598.32
5/3	216	315.88	\$68,230.08
5/4	214	324.18	\$69,374.52
5/4	216	324.18	\$70,022.88
5/5	214	332.52	\$71,159.28
5/5	216	332.52	\$71,824.32

RATE GROUP 6 SCHEDULE

POSITIONS: Athletic Director

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2006/2007	BASE SALARY
6/1	229	316.66	\$72,515.14
6/2	229	329.33	\$75,416.57
6/3			
6/4			
6/5			

RATE GROUP 7 SCHEDULE

POSITIONS: Junior High (Middle School) Principal

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2006/2007	BASE SALARY
7/1	229	313.23	\$71,729.67
7/2	229	321.88	\$73,710.52
7/3	229	330.50	\$75,684.50
7/4	229	339.22	\$77,681.38
7/5	229	347.89	\$79,666.81

RATE GROUP 8 SCHEDULE

POSITIONS: High School Principal

STEP	AUTHORIZED WORKDAYS	DAILY RATE 2006/2007	BASE SALARY
8/1	234	318.75	\$74,587.50
8/2	234	327.57	\$76,651.38
8/3	234	336.40	\$78,717.60
8/4	234	345.24	\$80,786.16
8/5	234	354.06	\$82,850.04

**LORAIN CITY SCHOOL DISTRICT  
LAA SALARY SCHEDULE  
(AUGUST 1, 2006 – JULY 31, 2007)**

In addition to the base salary schedule, the following items are added constituting the final STRS salary:

	<b>2004-2005</b>	<b>2005-2006</b>	<b>2006-2007</b>
<b>Training Allowance</b>			
Masters Degree Plus 15 Hours	\$1,689.00	\$1,689.00	\$1,689.00
Masters Degree Plus 30 Hours	\$3,799.00	\$3,799.00	\$3,799.00
Masters Degree Plus 45 Hours	\$5,488.00	\$5,488.00	\$5,488.00
Earned Doctorate Degree	\$6,754.00	\$6,754.00	\$6,754.00

**STRS Payment**

The Board of Education shall pay each person's STRS contribution (9.30%) on salary and wages earned. This employee retirement contribution pickup shall be included in each person's final average salary for STRS retirement purposes.

**Annuity**

The Board of Education shall make a payment of 6.19% of each employee's annual salary to the employee

This 6.19% payment shall be included in each persons final salary for STRS retirement purposes.

**Longevity**

LAA members with 25 or 26 years of service shall receive:	\$1,000.00
LAA members with 27 or 28 years of service shall receive:	\$2,500.00
LAA members with 29 or more years of service shall receive:	\$4,000.00

Addendum to Administrative Reduction Policy

The following is an example of how seniority would be calculated for an individual throughout their career ladder, starting with their current position and working backwards. The positions held were District Supervisor I, Junior High School Principal, a Director – level position, and Elementary School Principal. The position of Junior H.S. Ass't Principal was not held; however, due to the direct supervision of this position, seniority was simultaneously accrued and considered lastly.

<u>Classification</u>	<u>Years in Classification</u>	<u>Seniority Granted</u>	<u>Total years of Seniority</u>
<b>District Supervisor 1</b> 1 year granted for such experience	1	1	1
<b>Junior High School Principal</b> 3 yrs. granted for JHS experience +1 yr. for District Supv. = 4 yrs. total for JHS classification. Since a JHS Principal directly supervises JHS Ass't. Principals, they also accumulate 3 yrs. of simultaneously accrue seniority for JHS Ass't. Principal classification.	3	3	4
<b>Director – level Position</b> Zero yrs. granted for Director experience (not LAA recognized position) + 3 yrs. granted for JHS experience + 1 yr. for District Supv. = 4 yrs seniority to date.	5	0	4
<b>Elementary School Principal</b> 2 yrs. granted for Elementary Principal experience = Zero yrs. granted for Director experience (not LAA recognized position) + 3 yrs. granted for JHS experience + 1 yr. for District Supv. = 6 yrs. total for the Elementary Principal classification.	2	2	6
<b>Simultaneously accrue seniority considered at end of career ladder</b>			
<b>Junior H.S. Ass't Principal</b> 3 yrs. simultaneously accrued for JHS Ass't. Principal experience ; however, this seniority cannot be counted twice, therefore, total years remains at 6 years for JHS Ass't. Principal classification.	3	0	6
Feb. 1, 1991	Administrative RIF Policy – Lorain City Schools		Page 5 of 5

## CONSTITUTION

### LORAIN ADMINISTRATOR'S ASSOCIATION

Adopted March 6, 1978

- I. The names of this organization shall be The Lorain Administrators Association.
- II. PURPOSES
  - A. To provide strong professional leadership in securing maximum educational opportunities for every child in the Lorain City Schools.
  - B. To develop and promulgate positions on school organization and procedure which represent the philosophy of the Association.
  - C. To represent the membership on matters of common concern, including a professional agreement with the Lorain City Board of Education.
  - D. To provide a structure for administrators which shall guarantee all rights, benefits, and services which are available to other groups under the jurisdiction of the Lorain City Board of Education.
- III. MEMBERSHIP

All persons certified as building administrators, supervisors, or psychologists, and employed, as such, by the Lorain City Board of Education shall be eligible for membership in the Lorain Administrators Association. Emeritus membership for retired LAA members are a one time cost of \$5.00. Emeritus members will not have voting privileges.
- IV. MEETINGS
  - A. Stated meetings of the Lorain Administrators Association shall be held minimally during the months of September, November, January, March and May. The May meeting shall be designated as the Annual Business Meeting.
  - B. Special meetings may be called by the President, or Vice-President in the absence of the President, or by petition of two-fifths of the total membership of the Association.
  - C. Written notice of all stated meetings shall be distributed to all members in good standing, not less than seven (7) nor more than fourteen (14) days prior to the meeting.

- D. Notice of Special Meetings shall be made by phone, personal contact, or written notice, providing ample time for attendance.
- E. Roberts Rules of Order shall be the parliamentary authority at all meetings.

#### V. OFFICERS

- A. The officers of the Lorain Administrators Association shall be a President, a Vice-President, a Secretary, and a Treasurer.
- B. A President, a Vice-President, a Secretary, and Treasurer shall be elected annually to serve a one year term.
- C. All members in good standing shall be eligible to hold office in the Association.

#### VI. ELECTIONS

- A. The election of officers shall take place at the Annual Business Meeting which shall be conducted at a stated meeting during the month of May.
- B. The President shall appoint, at the stated meeting prior to the Annual Business Meeting, a nominating committee of not less than three members. Incumbent officers shall not serve as members of the nominating committee.
- C. The nominating committee shall present nominations for each office with an effort to obtain nominees representing the various categories of Association membership.
- D. Nominations shall be welcome and encouraged from the floor.
- E. Election for any office having two or more nominees shall be conducted by secret ballot. All ballots shall be blank when distributed.
- F. The President shall appoint three tellers who shall count the ballots and certify the results to the President and Secretary.
- G. A majority of the number of members voting shall be required for election. In the absence of a majority, the candidate obtaining the least number of votes shall be withdrawn and another ballot taken until one candidate shall have a majority.
- H. Officers shall be installed at the start of the next fiscal year.

- I. Elections to fill vacancies for an unexpired term shall be conducted in the same manner as regular elections, at the stated meeting immediately following the vacancy.

## VII. DUTIES OF OFFICERS

### A. President

The President of the Lorain Administrators Association shall preside at all meetings of the Association; shall appoint and select committees; shall serve as ex-officio member of all committees; shall be responsible for coordinating all activities of the Association; shall be authorized to make a temporary appointment to any vacated elected office, until the next stated meeting at which an election shall be held to fill the vacancy; and shall discharge all other duties as assigned by this Constitution and the By-Laws of the Association.

### B. Vice-President

The Vice-President shall perform the duties of the President in the absence of that officer; shall be an ex-officio member of all committees.

### C. Secretary

The Secretary shall keep the minutes of all meetings of the Association and the Executive Committee; shall make the minutes available to any member upon request; shall distribute meeting notices; and shall serve as editor of the Association newsletter.

### D. Treasurer

The Treasurer shall be the custodian of all funds of the Association; shall provide up-to-date financial reports at each stated meeting; shall issue all drafts upon the Association treasury; shall coordinate memberships with other groups with whom the Association is affiliated; and shall provide an audit of all financial records at the Annual Business Meeting.

## VIII. STANDING COMMITTEES

### A. EXECUTIVE COMMITTEE

1. The Executive Committee shall be composed of the officers of the Association, the immediate past President, the Grievance Chairperson, the Negotiations Chairperson, and the Political Action Committee Chairperson. The following job categories shall be represented on the

Executive Committee: Senior High School Principal, Senior High School Assistance Principal, Junior High School Principal, Junior High School Assistant Principal, Elementary Principal, General/Categorical Fund Supervisor, Vocational Supervisor, and School Psychologist. In the event that any job category is not represented on the Executive Committee, the President shall appoint a member of that job category to the Executive Committee.

2. The Executive Committee shall have timely meetings to review the current status of Association activities and make recommendations to be presented at stated meetings.
3. The Executive Committee may authorize the Treasurer to extend drafts from the Association treasury, totaling not more than two hundred dollars (\$200.00) for items not addressed in the Budget, between meetings of the Association.

#### B. NEGOTIATIONS COMMITTEE

1. The Negotiations Committee shall consist of five members with the following representation: One High School Administrator; One Junior High School Administrator; One Elementary Administrator; One Supervisor; and One Psychologist.
2. Members of the Negotiations Committee shall serve a four (4) year term. Terms shall be rotated so that no less than one nor more than two terms shall expire each year.
3. The President shall appoint members to the Negotiations Committee as terms expire and shall fill vacancies for unexpired terms.
4. The President shall appoint a Negotiations Chairperson from among the members of the Negotiations Committee.
5. A member of the Negotiations Committee who changes a job category as represented by the Association may remain a member of the Committee until the expiration of that term.

#### C. GRIEVANCE COMMITTEE

1. The Grievance Committee shall be composed of three members no two of which shall represent the same job category.

2. Members of the Grievance Committee shall serve a three year term. Terms shall be rotated to insure that one term expires each year.
3. The President shall appoint members to the Grievance Committee as terms expire and fill vacancies to complete unexpired terms.
4. The President shall appoint a Grievance Chairperson from among the members of the Grievance Committee.
5. A member of the Grievance Committee who changes job category as represented by the Association, may remain a member of the Committee until the expiration of that term.

#### IX. AMENDMENTS

- A. This Constitution may be amended at any stated meeting of the Association provided that the full text of such amendment be distributed to all members in good standing, at the time of the distribution of meeting notices.
- B. Amendments to the Constitution must be voted upon in the form in which they were distributed.
- C. Passage of an amendment to the Constitution of the Association requires an affirmative vote of two-thirds (2/3) of the members voting upon the amendment.

#### X. BY-LAWS

- A. The Association shall adopt such By-Laws as are required for the operation of the Association.
- B. By-Laws of the Association may be adopted, amended, or repealed at any stated meeting of the Association.
- C. An affirmative vote of two-thirds (2/3) of the members present and voting is required to adopt, amend, or repeal the By-Laws of the Association.

## **BY-LAWS OF THE LORAIN ADMINISTRATORS ASSOCIATION**

1. The Association shall be affiliated with the Ohio Council of Administrator Personnel Association (Ohio Association of Elementary School Administrators and Ohio Association of Secondary School Administrators).
2. Forty percent (40%) of the membership of the Association shall be considered a quorum for the transaction of business at any stated or special meeting.
3. Membership dues shall be paid within thirty (30) day of the receipt of the dues statement.
4. Membership dues for the following year shall be established at the Annual Business Meeting.
5. The accounts of income and expenses maintained by the Treasurer shall be made available for inspection by any member of the Association upon submission of a written request for same to the President of the Association.
6. A budget for the following year shall be adopted at the Annual Business Meeting.
7. An annual fiscal report shall be prepared by the Treasurer and presented at the first General Membership Meeting – after September 1. (Adopted March 21, 1988)
8. Loans of Association funds to agents, officers, and members shall be prohibited.
9. Officers, agents, their spouses, minor children, and parents shall be prohibited from having business or financial interests with the Association which conflict with or give the appearance of conflicting with the fiduciary obligations of such persons to the Association.
10. The Association shall provide for bonding of its officials and employees who handle funds or other property of the Association upon specific request of the State Employment Relations Board.
11. All members in good standing have the right to participate in the affairs of the Association.
12. The President of the Association shall appoint a committee to establish procedures to insure fair and equitable treatment of members in any disciplinary action brought against members.
13. The fiscal year for the Association shall be September 1 – August 31. (Adopted March 21, 1988)

THE ABOVE BY-LAWS WERE FIRST ADOPTED BY THE ASSOCIATION ON MAY 18, 1987.

\*\*\*\*SEE ATTACHED: R.C. §3319.02

1379-01  
K 21821  
04-MED-03-0244

LAA

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LORAIN ADMINISTRATORS ASSOCIATION

Lorain City Schools Lorain, OH 44052

07-MED-03-0237

To: D. Williams

JUN 27 2007

From: J. Hawks

June 27, 2007

Re: Follow up to meeting

Thank you for meeting with me today.

Based on our conversation in which you related the Board's agreement to roll over the current LAA Negotiated Agreement, I will be calling for a special election from LAA members sometime within the next month. I will inform you of the outcome; however I'm sure it will be a positive one.

Once the proposal has been voted on by the LAA general membership, I look forward to the Board's approval and the completion of another successful negotiations period.

Cc: Dr. D. Morgan, Superintendent

STATE EMPLOYMENT  
RELATIONS BOARD  
2007 OCT -5 A 9 56