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NEGOTIATED AGREEMENT

BETWEEN THE

LORDSTOWN BOARD OF EDUCATION

AND THE

LORDSTOWN TEACHERS ASSOCIATION

EFFECTIVE

June 30, 2011

THROUGH

June 29, 2014

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ARTICLE I

RECOGNITION

A. Agreement

This Agreement is by and between the Lordstown Board of Education, hereinafter referred to as the "Board," and the Lordstown Teachers Association, OFT-AFT, hereinafter referred to as the "Association." This Agreement shall take effect at 12:01 AM on June 30, 2011, and expire at 12:00 AM on June 29, 2014.

B. Duration of Recognition

Recognition is for the duration of the contract. If there is no successful challenge to the Association in accordance with Chapter 4117 of the Ohio Revised Code, the Association shall be renewed as the sole and exclusive representative of the bargaining unit to bargain the next contract.

C. Unit

The Board recognizes the Association as the exclusive representative of all full and regular part-time certificated/licensed personnel employed by the Board under a regular teaching contract, as defined in ORC 3319.22 including all subject and grade level teachers, guidance counselors, librarians, nurses, speech and hearing therapists, tutors, and other certificated/licensed personnel who may be employed less than fifty percent (50%) of the time as an administrator -- all of whom shall be referred to as "teachers," "unit members," or "employees." The unit shall not include substitutes employed less than 60 consecutive days in a specific position, those positions specifically excluded under ORC 4117, the Superintendent, Assistant Superintendent, principals, and other supervisory personnel who are employed at least fifty percent (50%) of the time in an administrative/supervisory capacity and employees in the adult education program.

D. Labor Management Committee / Building Advisory Committees

The purpose of this Labor Management Committee (LMC) is to provide a forum for the discussion of matters or concerns of unit members and the administration and to further develop positive working relationships. The focus of the LMC is not the implementation or administration of the negotiated agreement nor shall it serve as a substitute for the grievance procedure unless the committee as a whole agrees to do so. Neither these meetings, the discussions that take place, nor resolution of issues shall in any way be construed as negotiations. However, should the LMC determine the need to modify or otherwise clarify this Agreement, it may recommend the adoption of a memorandum of understanding to the Board and the LTA.

At least once per grading period, representatives of the teachers selected by the LTA (limit of 4) shall meet with the Board's management team, which will include the Superintendent and his/her designees. Consistency in membership of the committee is suggested. Rules for the governance of the LMC are to be developed and modified as needed by the Committee. Agenda items for LMC meetings should be discussed and developed prior to regular meetings. Among the issues to be addressed, the LMC will discuss the calendar for the upcoming year.

In order to facilitate communication and professionalism by and between members of the bargaining unit and the building administration, a Building Advisory Committee (BAC) will meet once per month consisting of representatives of the teachers selected by the LTA (a minimum of 4) and the building administrator and any other members of the administration and/or Board invited by the building administrator. Rules for the governance of the BAC's are to be developed and modified as needed by the Committees. Each BAC may suggest issues or topics for the LMC. Members of a BAC may also be members of the LMC.

The meeting dates for both the LMC & the BAC(s) shall be by mutual agreement and scheduled so as not to interfere with the teachers' day. At each meeting, matters of concern or requests shall be discussed.

ARTICLE II

BARGAINING PROCEDURES

A. Preamble

The Board and Association agree that the purpose of this Agreement is to establish an orderly procedure to govern the collective bargaining relationship between the parties.

B. Requests for Bargaining

1. If the Association or the Board desires to bargain changes in salaries or other terms and conditions of employment, it shall notify the other in writing no later than March 1, and not earlier than February 1, immediately prior to the expiration date of this contract. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be served on the Association president.
2. Within fifteen (15) days after receipt of such notice, an initial meeting will be held at which the parties will submit in writing its proposals.
3. Proposals shall in form and detail specify that to which agreement is sought. Topical listings of items proposed for negotiation ("laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded.
4. The items proposed shall constitute the total for negotiations. The remaining items of the then current contract shall remain in force and effect, and shall be part of any successor agreement.
5. Scope of Bargaining - Representatives of the Board and Association will bargain in good faith, all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

C. Representation

1. Designated representatives of the Board and the Association shall meet to negotiate in good faith in accordance with the procedures set forth within this Agreement.

("Good Faith" means coming to the negotiating table for purposes of negotiating and interacting on proposals, not to dogmatically pursue preconceived stands. Good faith does not require either party to agree to a proposal or make a concession.) The Board's negotiating team and the Association's negotiating team shall be limited to not more than five members on each team. Neither party shall have control over the selection of the other party's team members.

2. The parties may call upon consultants, but the attendance of such consultants at the negotiation table shall not cause the maximum number of team members to exceed five. Cost of such consulting service shall be borne by the party requesting it.
3. At no time shall either team include more than two (2) members who are not employees of the District except by mutual agreement of the parties.
4. While no final agreement can be executed by the negotiators, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make counter-proposals, consider counter-proposals, and reach compromises in the course of negotiations.

D. Bargaining Meetings

1. Bargaining meetings shall be scheduled at the request of the parties, and until bargaining is concluded, either party may require at each meeting a decision on the date, time, and place of a subsequent meeting.
2. Meetings shall be scheduled at reasonable intervals, places and times to avoid as nearly as practicable conflict and interference with school and employment schedules. Bargaining meetings shall be closed to the press and public.
3. Either party may recess for caucuses of reasonable length at any time (e.g., thirty (30) minutes).
4. Minutes of meetings shall be kept by each party only if it deems necessary, and only in such form and detail as it may determine advisable. Tape recording or transcribing meetings shall not be permitted unless mutually agreed to in writing.
5. Negotiations meetings shall last for a maximum of three (3) hours unless extended by mutual agreement.

E. News Releases

1. So long as impasse has not been declared, there will be no releases of information to the media or public unless agreed upon by both parties and in such instances releases are agreed upon, said releases shall be agreed to in writing and both parties shall approve of the release prior to its dissemination.
2. Both parties may issue progress reports to their constituents so as to keep them informed with respect to the progress of negotiations.
3. It shall be the responsibility of both parties to inform their respective constituents

that all progress reports are confidential and any information derived from such reports shall not be disclosed to the general public or media during negotiations.

F. Exchange of Information

The parties agree during negotiations to provide each other, upon written request and within a reasonable time, regularly and routinely prepared information for development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision, and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute, or otherwise develop data or information in other than its existing form.

G. Agreement

1. Tentative agreement on bargained items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement.
2. The final tentative agreement reached through negotiations shall be reduced to writing and reviewed by the parties for accuracy and submitted to the LTA for ratification and the Board for approval. The Association ratification meeting shall be held within one (1) week after accuracy of the final tentative agreement has been determined. The Board shall make the necessary arrangements for a regular or special meeting to be held within one (1) week following ratification by the Association at which it shall vote on the final tentative agreement package.

H. Disagreement

1. If agreement is not reached within sixty (60) days following commencement of negotiations, either party may at anytime thereafter request the employment of a mediator, and the cost, if any, of such mediation services shall be shared equally by the Board and the Association. However, if after sixty (60) days from the commencement of negotiations should either side request that negotiations be extended before mediation and if both parties mutually agree to do so, negotiations before mediation will be extended.
2. The mediator shall be supplied by the Federal Mediation and Conciliation Service provided that such service is available. In the event that such service cannot be provided, the mediator shall be selected by the alternate strike method from a list of nine (9) proposed mediators from the American Arbitration Association.
3. In the event mediation fails to help the parties reach agreement, the final act of the mediator shall be to report to the parties in writing declaring the points of disagreement and the position of the parties on the impasse items as they appear to him/her.
4. It is agreed that the procedures set forth in this section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC 4117.14.

I. Request to Re-open Negotiations

Prior to the end of any contract year and in accordance with the timelines set forth above, the LTA may request to open negotiations on the issue of wages only. This provision will sunset at the expiration of the 2011-2014 Negotiated Agreement.

ARTICLE III

PROVISIONS CONTRARY TO LAW

If either party believes that any of the provisions of this Agreement are or have become contrary to law, that party shall bring the matter to the attention of the other party to seek resolution and may pursue such belief through a court of competent jurisdiction. If such party's belief is sustained, such provisions shall become null and void, but all remaining provisions shall remain in force and effect for the term of the Agreement. In such cases the Board and Association shall meet to make all necessary changes to make the provisions comply with law. Negotiations shall not be required by this provision nor shall meetings in accord with this provision be construed as negotiations, and neither contractual nor state impasse procedures are applicable.

ARTICLE IV

RIGHTS OF THE PARTIES

A. Association Rights

1. To facilitate communication with the unit members, concerning Association activities, the LTA shall have the right to post materials on teacher bulletin boards and place Association materials in teachers' mailboxes in each school. Such material shall not include promotions for any strike action by the members of the bargaining unit. For this purpose, agendas or minutes of meetings shall not be construed as promotional.
2. The Association President shall be provided a copy of the agenda of each Board meeting at the time it is provided to Board members.
3. The administration shall provide the LTA Executive Committee an up-to-date copy of Board of Education Policy for each school building within the system.
4. The Association shall be permitted to make announcements at faculty meetings. Such announcements shall be made at the end of the regular meeting unless determined otherwise by the building principal. Announcements shall not exceed five (5) minutes in length and attendance at this portion of the meeting shall be voluntary in nature. Such announcements require prior notice to the building principal and shall be to provide information concerning upcoming Association meetings and events.
5. a. The Association President and building representatives may conduct

conferences relating to Association responsibility as the bargaining agent and concerning matters arising under this Agreement with unit members outside of the teacher work day or during lunch so long as such meetings do not interfere with or interrupt normal instructional programs, or the duties and responsibilities of unit members involved in such conferences. Notice shall be given to the principal prior to such conferences.

- b. In addition to the above, the Association President may conduct such conferences during his/her preparation time.
6. The President of the LTA shall be permitted to work on the business of his/her office during non-student contact time including time when students are at assemblies, pep rallies, or other such activities provided he/she does not have duties to perform in relation to such activities. Assignments to such duties shall not be arbitrary or capricious. The LTA President may not interrupt classes/assemblies while in session.

Whenever the LTA President enters another building, he/she must first report to the building principal.

B. Strike Prohibition

1. The Association, its members and members of the bargaining unit shall not strike against the Board of Education, the schools or school program during the life of this contract in accordance with the provisions of ORC 4117.
2. The Board of Education shall not lockout any or all members of the bargaining unit during the life of this contract in accordance with the provisions of ORC 4117.

C. Management Rights

Except as specifically limited by this contract, the Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and/or of the United States.

D. Dues Deductions

1. Bargaining unit members shall be provided payroll deductions for Association dues. Deductions shall be in equal amounts from ten (10) consecutive paychecks beginning in October.
2. The Association shall provide a list of its members to the Treasurer of the Board and individual written authorization for the purposes of dues deduction.
3. Each year by September 15th, the Association President or Treasurer shall certify to the Board Treasurer the amount of individual dues to be deducted.
4. Dues, which are deducted, shall be transmitted to the LTA Treasurer with a list of

unit members for whom dues were deducted within ten (10) school days from the payday deductions were made.

5. Payroll deductions of dues shall be continuous from year to year unless revoked in writing by the unit member. It is the responsibility of that unit member to notify the Association that such revocation has been made.

E. Service Fee

Beginning with the effective date of this contract, all members of the bargaining unit shall become and remain members in good standing of the Association or shall have deducted from his/her paycheck a service fee equal to the dues deductions for membership in the Association and its affiliates. Members of the bargaining unit whose initial employment with the District begins after the effective date of this Agreement shall be entitled to a 30-day probationary period. The probationary period shall not be allowed when a member of the bargaining unit returns to employment in the District after a separation from employment of one year or less. The 30-day probationary period shall be the open period during which members of the bargaining unit shall make their election as provided by ORC 4117.09 (i.e., religious exemption). Unit members shall be entitled to a rebate as per ORC 4117.

All service fee payments shall be by payroll deduction and shall be automatic and without prior authorization in accordance with ORC 4117.09. The Association shall notify the Board Treasurer of those who will be paying the service fee, and any changes. Changes in membership status shall cause no loss of dues or service fee money to the Association.

Service fee deductions shall be transmitted to the Treasurer of the Association in the same manner as dues deductions for membership in the Association. The Association shall notify the Board Treasurer on or before September 15th of any year of any change in the amount of dues or service fee to be deducted.

F. Exclusivity

All of the rights and privileges granted to the Association in this Article shall be exclusive of any other teacher organization, which may be eligible to challenge the Association as representative of the bargaining unit under the provisions of ORC 4117.

G. Hold Harmless Clause

The Association hereby agrees to hold the employer and its agents harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Association shall indemnify and hold harmless the employer and its agents for any such liabilities or damages that may arise.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose

This grievance procedure is designed to insure fair and orderly discussion of grievances without fear of reprisal, to promote open communication between the administration and staff, and to secure resolution of disputes at the lowest possible level.

B. Definitions

1. A "grievance" is an alleged violation, misapplication or misinterpretation of a specific term of this Agreement.
2. The "grievant" is the employee or group of employees filing the grievance.
3. "Days" means actual days school is in session.
4. "Immediate Supervisor": In most situations, building principals shall be considered "immediate supervisors." In those cases where employees are not directly responsible to one building principal, such as, but not limited to psychologists, nurses, specialized-area teachers and teachers with multi-building assignments, the immediate supervisor shall be that supervisor to whom the employee or group of employees is directly responsible.

C. Rights of the Grievant and LTA

1. A grievance may be filed only by (1) an employee who personally has been directly affected by the alleged violation, misapplication or misinterpretation of this Agreement or (2) the LTA on behalf of employees who have been affected by the alleged violation, misapplication or misinterpretation of this Agreement. Whenever two or more bargaining unit members have the same grievance, a class action may be filed by the LTA. Such grievances shall have arisen from identical circumstances and affect each employee in a similar manner. Such grievances shall be signed by at least two (2) members of the bargaining unit.
2. If a teacher files a grievance, such fact cannot be used against that teacher in any recommendation for re-employment or for other employment; nor shall the teacher or the LTA be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure. Also, grievance records are to be kept separate from permanent file records.

D. Informal Procedure

The teacher shall discuss the grievance informally with the immediate supervisor for the purpose of resolving the issue prior to filing a formal grievance. Such a meeting shall be announced as such by the informal grievant and take place within the twenty (20) days specified in Formal Step One of Section E of this Article.

E. Formal Procedure

1. Formal Step One:

The aggrieved may file a grievance in writing on the approved form (Appendix C)

with the building principal or immediate supervisor, with a copy to the LTA building representative or any member of the LTA Grievance Committee. If such grievance is not filed within twenty (20) days following the act or condition upon which said grievance is based, or became known, or should have become known, the grievance shall no longer exist. The grievance form shall set forth the date of the alleged grievance and the informal grievance meeting, the precise action or inaction that is claimed to be a violation, misinterpretation or misapplication of the Agreement, a reference to the specific contract provision(s) involved, and the relief sought by the grievant. The principal or immediate supervisor shall, within ten (10) days after receipt of the grievance, give the aggrieved a written answer including the reasons for the decision, with a copy to the LTA building representative and the Superintendent of Schools.

2. Formal Step Two:

If the aggrieved and/or the LTA, where the grievance is filed under Section C., 1. (2.) of this Article, believes that the grievance has not been resolved satisfactorily, the aggrieved or the LTA may, within five (5) days after receipt of the written answer as required in Formal Step One, refer it in writing to the Superintendent. The Superintendent shall within five (5) days after receipt of the grievance, meet with the aggrieved to discuss the grievance. Within five (5) days after such meeting, the Superintendent shall give to the aggrieved, the principal or immediate supervisor and the LTA a written answer. This answer, in the event that all or part of the redress sought by the grievance is denied, shall indicate the Superintendent's reasons for the denial and shall indicate any legal or contractual citations deemed by the Superintendent to be pertinent to the reason for the denial.

3. Formal Step Three:

The grievant and/or the LTA, where the grievance is filed under Section C., 1., (2.) of this Article, believes that the grievance has not been resolved satisfactorily, the grievant or the LTA may, within five (5) days after receipt of the written answer as required in Formal Step Two, refer the grievance in writing to the Board President for a hearing. The Step Three hearing shall be before the Board of Education or a committee of the Board consisting of not less than three (3) Board members and shall take place on the date of the Board's next scheduled regular meeting or within ten (10) days of the request. Whichever is later, but in no instance shall the hearing be later than thirty (30) days after the request, unless mutually extended by agreement of the parties. The Board may, in its sole discretion, decline to hear a grievance at this step, in which event the Board shall, within ten (10) days of the written referral of the grievance to the Board President, indicate its decision not to hear the grievance to the grievant or the LTA and in which event the grievant or the LTA may appeal the matter to arbitration pursuant to Step Four. If the Board elects to hear the grievance, the Board or its designee shall, within five (5) days after such meeting, write a disposition of the grievance and return a copy to the grievant and the LTA. This disposition, in the event that all or part of the redress sought by the grievance is denied, shall indicate the reasons for the denial and shall indicate any legal or contractual citations pertinent to the reason for the denial.

4. Formal Step Four:

- a. The grievant and/or the LTA, where the grievance is filed under Section C., 1., (2.) of this Article, may appeal from Formal Step Three to arbitration by submitting a demand for arbitration to the Federal Mediation and Conciliation Service (FMCS) within ten (10) days of receipt of the Formal Step III disposition.
- b. Copies of the demand will be mailed to the Superintendent at the same time as to the FMCS with return receipt requested or hand delivered with date of receipt noted. The date of the mailing or the date of hand delivery will comply with the ten (10) day limit for submission to arbitration.
- c. The FMCS shall supply to the parties a list of nine (9) possible arbitrators who have experience in resolving school matters. Either party may reject the list and request an additional list of nine (9). The request for an additional list must be made within five (5) days of receipt of the initial list from the FMCS. Only one (1) additional list may be requested. Within ten (10) days of receipt of the first list (or second list if it is requested), the Superintendent or the Superintendent's designee and the grievant or his/her/their representative shall meet and by alternately striking names from the list arrive at a selection. The arbitrator shall be the person whose name remains after eight (8) names have been struck. A coin shall be tossed to determine who shall strike first. The parties shall meet with the arbitrator at the earliest possible date after he/she has been selected. The parties shall provide the arbitrator with the proper materials and information for the arbitration process. The arbitrator shall have no power to alter, add to, or subtract from the terms of the contract or make any decision contrary to law or the contract. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide 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 his/her decision.
- d. The decisions and awards of the arbitrator shall be final and binding on the parties.
- e. The cost of the arbitrator and the services of the FMCS shall be borne by the losing party. However, in the event the arbitrator renders a decision in which neither party is clearly identified as the loser, such costs shall be borne by both parties according to a distribution of costs recommended by the arbitrator. Otherwise, each party shall be responsible for its own cost associated with the presentation of his/her case.

F. General Provisions

1. The grievant's failure to comply with any time limit or procedure specified in this Article shall constitute a waiver of his/her right to pursue the grievance at the next step.
2. All notices, answers, and decisions shall be sent to all parties involved at each step.
3. The failure of the administration or Board to comply with any time limit or procedure specified in this Article shall permit the lodging of the grievance at the next step.

4. If a grievance arises from the action of authority higher than the principal or immediate supervisor, the aggrieved or LTA may present such grievance initially at Formal Step Two.
5. At any stage of the grievance procedure, the grievant shall be permitted, for meetings with any administrator and/or with the Board, to be accompanied by LTA representatives, including representatives of the LTA's affiliate on the state and/or national level. The Board and any of its administrators may also have representatives at any stage of the grievance procedure.
6. Time limits of this Article shall be considered as maximums but may be extended in writing by mutual agreement of the parties.
7. Arbitration hearings shall be scheduled and conducted so as to minimize the disruption to the educational process. However, such hearings may be held during the workday upon mutual agreement of the Board and the LTA.
8. If a transcript of an arbitration hearing is made, the parties agree to freely exchange copies of same.

ARTICLE VI

WORKING CONDITIONS

A. School Activities

Teacher participation in school-related activities that take place outside of this contract is voluntary. Both the Board and the LTA agree that these activities are an integral part of the total teaching-learning process and encourage all teachers to participate as much as possible in the total school program.

B. Vacancies

Whenever a vacancy occurs that the Board determines to fill or a new position is created, the Board shall do the following in the order listed:

First: A teacher whose contract has been suspended by way of "Reduction In Force" who holds proper certification/licensure shall be called back to work in accordance with the recall provisions of the R.I.F. procedure.

Second: The Board shall post all vacancies, which it determines to fill, and new positions at least ten (10) working days prior to being filled. Such posting shall be in a conspicuous location in each building and a copy shall be given to each LTA building representative at the same time. During the summer months when school is not in session, the Board shall, additionally, send a copy to each teacher on the date of posting.

Third: Teachers who wish to voluntarily transfer, and who have made proper application, shall be given priority consideration for the position before employing an individual from outside of the District. This shall not require the Board to fill the vacancy with such

applicants. However, the Board shall not be arbitrary or capricious in the decision not to hire internal applicants.

C. Transfers

1. Voluntary Transfers

A teacher, who wishes to transfer to a new building, or wishes to be assigned to a new or different teaching position or grade level, shall make the request to the Superintendent on a form supplied by the Board (Appendix C). Such request forms shall be kept on file in the Superintendent's office for twelve (12) months unless removed at any time by the teacher.

2. Involuntary Transfer

Transfers will be on a voluntary basis normally. However, when the Superintendent chooses to make such transfers on an involuntary basis, the wishes of the individual teacher will be considered to the extent that these considerations do not conflict with the instructional requirements, needs, or best interests of the District, building(s), or pupils. If the teacher so elects, involuntary transfers will be made only after a conference between the teacher, principal, and/or Superintendent. Such conference must be made by written request to the principal within seventy-two (72) hours following receipt of notification of the transfer. This section refers to transfers from one building or subject to another.

3. General Provisions for B and C Above

- a. Transfer of unit members and filling of vacancies shall, except as restricted by this contract, be vested solely in the Superintendent.
- b. Transfer of unit members and filling of vacancies shall not violate State Department of Education certifications/licensure standards.
- c. Whenever a vacancy occurs or new position is created after the start of a school year (defined as August 15th) for which there is no eligible teacher on the R.I.F. list, the Superintendent shall have the right to fill such vacancy with a temporary employee as defined in paragraph U. below until the end of the school year.

4. Enrollment Fluctuations in Elementary Grades

Prior to making transfers which are precipitated by fluctuations in enrollment at the elementary level and, prior to any posting, the administration will meet with the teachers in the affected grade level(s) to attempt to obtain volunteers. In the absence of volunteers, the least senior teacher(s), utilizing the District seniority list, in the affected grade level with the appropriate certification will be transferred unless the Superintendent determines, after careful consideration of the staffing needs of the District, that another transfer be made. Such determination shall not be arbitrary or capricious.

5. Staff Input on Hiring Decisions

The parties believe that staff input on new hires to the District can be invaluable when assessing qualifications, capabilities, and compatibility of applicants for positions remaining open after transfers, if any, have been made as set forth above. The extent of such input on the building level shall be ultimately determined by the building administrator and will depend upon the nature of the open position, time constraints, and the availability of appropriate staff members to participate in the hiring process. However, given those variables, when a new teacher is being hired by the District, at least one (1) teacher selected by the building principal from the building/department/grade level where the vacancy is occurring should participate in at least the first level of the interview process.

D. Seniority

System seniority shall be defined as continuous years of service to the District (inclusive of paid leave) from the teacher's most recent date of hire. Seniority will be affected by leaves as follows:

1. For the purposes of seniority, years of absence in the service of the armed services of the United States shall be counted as though teaching service had been performed during such time where return to the District subsequent to such service is in accord with 3319.14 of the Ohio Revised Code. (Salary schedule credit for such service is granted as per Article IX, G.)
2. Time on Board-approved paid leaves of absence and pregnancy leave (pregnancy leave refers to a teacher who is pregnant upon the effective date of this Agreement or has come to term no more than six (6) weeks prior to the effective date of this Agreement) shall count toward seniority.
3. Board-approved unpaid leaves of absence or time of contract suspension in accordance with R.I.F. shall not disrupt continuous service for purposes of seniority, but such time shall not be credited as service time in computing seniority.

E. Individual Contracts

1. Except as otherwise set forth below, the Board will comply with statutory requirements for issuing individual contracts and for issuing annual salary notices.
 - a. To be eligible for a continuing contract, a teacher must hold a valid professional, permanent, life certificate/license, or professional educator license (including all requirements under ORC 3319.08) and have at least three (3) of the last five (5) years of teaching service in the Lordstown Local School District. Teachers who have had a continuing contract in another school district in Ohio shall become eligible for a continuing contract after serving a two (2) year period in the Lordstown Local School District.
 - b. Teachers who have met all of the legal requirements to become eligible for a continuing contract may be recommended by the Superintendent for a limited contract not to exceed two (2) years, provided that written notice of the

intention has been given to the teacher with reasons directed at professional improvement of the teacher on or before the thirtieth day of April. The Board shall provide written notice to the teacher of its action on the Superintendent's recommendation on or prior to April 30. The parties intend and agree that to the extent this procedure differs from that set forth in ORC 3319.11 for the granting of an extended limited contract, this agreement and procedure shall supersede and take the place of the law.

- c. A teacher who becomes eligible for a continuing contract during the term of a multi-year contract will be granted a continuing contract only upon the recommendation of the Superintendent and approval of the Board of Education. If the Superintendent does not recommend the teacher for a continuing contract during the term of a multi-year contract, and/or the Board does not approve same, the multi-year contract will stay in effect. Such continuing contract shall take effect immediately upon re-employment by the Board, unless one additional limited contract is granted pursuant to paragraph b above.
2. The Superintendent shall send each teacher a written notice before the first day of July stating the teacher's initial building and subject and/or grade level assignment(s) provided such notice shall not restrict the right to make a different assignment if unexpected vacancies arise. Teachers hired after July 1 will be provided such notice as soon as possible.

F. Supplemental Contracts

1. The Board shall issue supplemental contracts for each activity listed on the supplemental salary schedule (Appendix B) providing the Board determines that there is adequate interest by students and adequate funding is available. Such determinations shall not be arbitrary or capricious. The individual contract will state the position, the approximate starting and ending date of the activity, which shall include post-season activities such as play-offs, banquets, and league meetings. The job description for both academic and athletic positions will be attached to the individual contract. Supplemental contract holders will have to make a report at the end of the year for year-long supplemental contracts, or after the last event for seasonal supplemental contracts. The criteria for this report are in the job description of the supplemental contract.
2. Bargaining unit members holding seasonal activity positions (i.e., coaches, etc.) shall choose to receive supplemental salary in one lump sum payment through payroll immediately following the completion of duties or to receive payment in equal installments with each regular paycheck issued during normal pay periods of the seasonal activity.
3. All supplemental contracts shall be one-year limited and shall be automatically non-renewed at their expiration. A supplemental contract may be suspended during its term when participation drops below Board established limits stated within the individual supplemental contract.
4. Supplemental contracts shall first be offered to qualified regular classroom teachers

employed by the Board. In making a selection between two or more qualified employees for a position, the decision of the Board shall not be arbitrary, capricious, or unreasonable. If no such employee accepts the position, the Board may offer the position to a person other than regular classroom teachers in accordance with State rules and regulations.

Note: Non-bargaining unit members holding supplemental positions for the 2002-2003 school year will be permitted to re-apply for those positions and will be treated on par with any bargaining unit applicants. Such individuals will continue to retain this ability to apply on an equal basis with bargaining unit members unless or until they are either not selected by the Board to fill the supplemental position, or there is any break in their continuous service in that position.

5. Board action to fill supplemental contracts must be prior to the commencement of duties except when a vacancy occurs during the term of the activity. In the event of such vacancy, the Board may fill the position temporarily until the provisions of this contract can be fulfilled.
6. Whenever the LTA or a teacher(s) wish to have a new area added to the supplemental salary schedule, a request shall be made to the Superintendent and LTA. A meeting of the parties shall be convened to discuss such requests. The request and any pertinent information shall be given to the Supplemental Contract Committee who shall make a recommendation to the Board of Education. If the Board agrees to add the new area to the supplemental list, the amount of salary shall be negotiated with the LTA.
7. Any employee who has entered into a supplemental contract and who is unable or unwilling to substantially complete the responsibilities of that contract shall forfeit the contract. Such forfeiture will not occur in those instances wherein an employee is unable to perform supplemental duties during periods of absence on approved paid leave. In the case of forfeiture of a supplemental contract, the employee forfeiting the contract may only be paid the pro rata portion of the contract for work completed, and the remaining portion of the supplemental contract may be reissued for a corresponding prorated amount to the individual awarded the remainder of the contract. Prior to taking action on its intention to “dock” or otherwise not pay part or all the salary of a supplemental contract, the Board will meet with the LTA to discuss the matter.
8. Supplemental Contract Committee - The membership on this committee shall include the Superintendent or designee, District Treasurer, two building principals, the LTA President or designee, Athletic Director, and two members appointed by the LTA. The committee shall be responsible for making recommendations to the Board with a copy to the LTA on:
 - adding to the supplement contract areas.
 - removing supplemental contract areas.
 - salary percentages for new contract areas.
 - salary percentages for existing contract areas.
 - procedures for reporting off from duty.
 - general procedures.

- structuring the titles of athletic areas.
- the instrument for evaluating the performance of contract holders.
- criteria for use in “Year / Event end reports.

G. Termination of Contracts

Termination of contracts shall be in accordance with Ohio Revised Code Section 3319.16.

H. Non-Renewal Procedure

For non-reappointment of teachers on limited contracts, the following procedures will prevail:

1. When the performance of a teacher may possibly result in the future non-renewal of the teacher's contract, the situation shall be brought to the attention of the employee involved through the evaluation procedure set forth in Paragraph L., below. Nothing in this section shall preclude an evaluation given prior to the non-renewal where there is insufficient time to provide aid to the teacher prior to Board action for such non-renewal.
2. If, in accordance with the above, a teacher's employment shall not be continued after the expiration of the teacher's current contract, then the Superintendent shall send the employee written notice and written reasons for his/her recommendation ten (10) days prior to the meeting at which the Board is scheduled to act on the teacher's re-employment. Teachers being so notified for non-renewal of contract shall be given the opportunity to discuss the decision with the Superintendent, with representation, prior to any official action of the Board.
3. If the Board determines to non-renew a limited contract teacher, it shall provide such teacher with written notice of its intention not to reemploy the teacher on or before the thirtieth (30th) day of April. Service of such notice shall be deemed effective upon mailing of the written notice on or before that date.
4. With the exception of probationary employees, upon notification of non-renewal as set forth above, a teacher notified of the Board's intention not to reemploy as set forth above will be entitled to challenge the non-renewal through the grievance procedure in Article V beginning at Formal Step Four, binding arbitration. Such challenge shall be subject to the express limitations set forth in Paragraph L., 9. below.
5. Upon initial employment in the District, a unit member shall be termed a probationary employee for the first two (2) full school years of employment. Probationary employees are subject to all the rights, responsibilities and protections of this Agreement during the term of their probationary employment. Probationary employees may be evaluated more than twice per year and may be required to provide more detailed lesson plans upon request of the building administrator; however, nothing herein shall be construed so as to provide a probationary employee with an expectation of continued employment or to prevent their non-renewal, without recourse under law or this Agreement, upon the effective service of the written notice of the Board's intention not to re-employ as set forth in paragraph

3 above.

6. The parties intend and agree that to the extent these non-renewal provisions differ from state law, they shall supersede and take the place of those provided in ORC Section 3319.11.

I. School Calendar

Recommendations for the school calendar shall be developed through the Labor Management Committee (LMC) as set forth in Article I, Paragraph D and presented to the Superintendent no later than January 31.

J. Job Descriptions

1. Job descriptions for positions within the bargaining unit shall be developed which are commensurate with certification/licensure. Job descriptions for supplemental contracts will also be developed.
2. Such job descriptions shall provide requirements for certification/licensure and nature and duties of the work.
3. An opportunity for input into development of the job descriptions shall be provided to the bargaining unit prior to approval of the descriptions by the Board.

K. Reduction In Force

The reduction in the number of bargaining unit members may be made due to decline in enrollment, return to duty of regular teachers after leaves of absence, by reason of suspension of schools or territorial changes affecting the District, and financial reasons in accordance with Ohio Revised Code Section 3319.17. Furthermore, contracts may be suspended for those bargaining unit members involved in providing services to students if there is a loss of grant funds used to provide those services due to the state or federal government failing to approve such grant. Such reduction shall be by suspension of contracts based upon the recommendations of the Superintendent in accordance with the above. The determination of whose contracts, if any, will be suspended shall be in compliance with the following:

1. Initially, the Board should avoid or minimize any need for the suspension of teaching contracts by not employing replacements insofar as practical for unit members who retire, resign or have their limited contracts non-renewed.
2. If the suspension of teaching contracts cannot be avoided by attrition as set forth above, within each teaching field affected, reduction shall be accomplished in accordance with the seniority list. Seniority by area(s) of certification/licensure shall be as is in effect on the date of Board action suspending individual contracts. Bargaining unit members whose contracts are to be suspended by reason of a RIF shall be notified in writing at least one (1) month prior to the date of Board action regarding such suspension. Said notice will state that the action is a suspension of the individual contract, the reason for the RIF, the effective date of the suspension, and will include a description of layoff and recall rights of the teacher. Teachers

serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority. Teachers involved in reduction in force are entitled to the same rights of notification and procedure as in Article VI, Section G.

3. System seniority will apply. A year of service for purposes of RIF is defined as the completion of a full school year of at least one hundred twenty (120) days of teaching and/or Board-paid leaves. Seniority is affected as follows:
 - a. Board approved unpaid leaves of absence or suspension of contracts due to a RIF will not disrupt continuous service but will not be credited as service time in the computation of seniority.
 - b. Teachers on Board paid leaves of absence shall continue to accrue seniority for purposes of continuous service under this Article.
 - c. If two (2) or more teachers have the same number of years of continuous service, seniority will be determined by:
 - (1) the date of the Board meeting at which the teacher was hired, and then by
 - (2) lot.
4. A recommended reduction in a teaching field will be made by selecting the lowest person on the seniority list of those certified/licensed to teach in affected areas. A teacher so affected will displace a teacher who holds the lowest position on the seniority list in another area for which the displacing teacher is certificated. If the displacing teacher does not desire the position that he/she will be displaced into, he/she shall with written request to the Superintendent within seven (7) calendar days of receiving notice of the assignment into the displaced position, be RIF'd and placed on the recall list.
5. The names of teachers whose limited contracts are suspended due to reduction-in-force shall be placed on a recall list for twenty-four (24) months from the date of official Board action on such suspension. The names of teachers holding continuing contracts shall remain on the list for forty-two (42) months from the date of official Board action on such suspension.
 - a. No new teacher will be employed by the Board while there is a teacher on the recall list who is certificated/licensed for the vacancy or new position.
 - b. Teachers on the recall list will be recalled in reverse order of seniority to areas in which they are certificated/licensed to fill vacancies or new positions in areas in which they are certificated/licensed. The most senior of such teacher responding in accord with Section 5 c of this Article will be given the position.
 - c. If a vacancy occurs or a new position is created, the Board will send a certified announcement to the last known address of all teachers on the recall list. It is

the teacher's responsibility to keep the Board informed of his/her current address. Teachers holding proper certification/licensure who want to fill the vacancy or new position must respond within ten (10) work days of receiving the certified announcement. Such response must be by certified mail. Teachers eligible for the vacancy or new position who have not responded to the certified announcement or who decline the position shall forfeit all recall rights. Teachers who choose not to displace another teacher under these provisions or do not accept a position in an area other than in the area in which he/she was teaching when the suspension of contracts were effected, shall not forfeit recall rights.

- d. A teacher on the recall list will, upon acceptance of the position for which he/she was recalled, have the same seniority and accumulation of sick leave as he/she was entitled on the effective date of the contract suspension and shall be placed on the proper step of the salary schedule.
 - e. Teachers who are displaced in accordance with "4." above shall be placed on the recall list immediately and shall be given notice by certified mail within one (1) week that his/her contract has been suspended.
 - f. Teachers whose contracts have been suspended shall be permitted to participate in the continuation of benefits through payments to the District in accordance with law (COBRA). Such payments shall not be more than 100% of the premium cost for similarly situated teachers whose contracts have not been suspended.
 - g. If a teacher on the recall list accepts full time employment for a full school year with another school district; the teacher shall so notify the Superintendent immediately and will be removed from the recall list; thereafter a teacher must make application in accordance with established procedures if he/she desires to be considered for employment by the Lordstown School System.
 - h. A seniority list and a recall status list shall be prepared and made available to the LTA no later than March 1st of each year. The list will be updated in accordance with certifications/licensure on file in the Treasurer's office.
6. The parties intend and agree that this reduction in force procedure and the provisions set forth above shall supersede and take the place of those provided in ORC Section 3319.17.

L. Evaluation

- 1. Evaluation shall be for the purpose of:
 - a. Improving the quality of the instructional program of the school.
 - b. Improving the competency of the instructional staff personnel.
 - c. Improving the work relationship between the instructional and administrative staff personnel in keeping with the school's adopted policies.

- d. Maintaining an accurate, objective record of a teacher's performance, and qualifications as a teacher at Lordstown Public Schools.
2. Evaluations shall be performed by administrative personnel designated by the Superintendent. The evaluator must be employed under a contract pursuant to ORC Section 3319.01 or 3319.02 and hold appropriate licensure under state law and regulation as a superintendent, assistant superintendent or principal.
3. Electronic devices such as audio and video recorders shall not be used by the administration for the evaluation of a teacher's performance. The teacher may, if he/she chooses, use such devices for self-evaluation.
4. The current evaluation procedure and form shall be used until changed by the administration who shall meet with a committee of the LTA to discuss and consider such changes in the spring prior to implementation at the beginning of the ensuing school year. The evaluation procedure and form shall be used uniformly throughout the school district. Limited contract teachers shall be evaluated twice per year (once per semester) with the second evaluation no later than March 1st, and a third evaluation upon request of the teacher no later than April 1st. Each evaluation shall be based on at least two (2) observations of no less than thirty (30) minutes each. If due to sick leave or other approved leave of absence, a teacher's observation or evaluation timelines cannot be met; those timelines will be extended for a period equal to the length of the leave or absence due to illness. A completed observation form, including the date and beginning and ending times of the observation will be provided to the teacher at a post-observation conference to be held within twenty four (24) hours of the observation. When deficiencies have been noted in an evaluation, the evaluator/observer shall:
 - a. Submit a written plan to assist a teacher in correcting any noted deficiencies in an evaluation and giving specific recommendations regarding any improvements needed and the means by which the teacher may obtain such assistance. Where possible, the plan shall include a reasonable time between evaluations to allow time for improvement in the areas of performance deficiency.
 - b. For other deficiencies or problems such as a teacher's failure to adhere to reasonable work rules, or other documented deficiencies in or out of the classroom occurring within the scope of the teacher's employment with the District not noted during the formal observations, such matters shall be reduced to writing and provided to the teacher promptly. The evaluator must include said deficiencies or problems in any plan for correction of deficiencies and, where possible, shall include a reasonable time period for correction.
5. After each evaluation, the teacher shall receive a copy (normally within one week) and shall have a conference with the evaluator. The teacher shall sign the evaluation indicating that a conference was held. The signature shall indicate that the teacher has read the evaluation but does not necessarily agree with it.

Teachers shall receive a copy of their evaluation, and they shall have the right to

place their concurrence or rebuttal to the administrator's evaluation in a space provided on the evaluation instrument.

6. The evaluation shall be of a teacher's performance in the classroom and in the District.
7. Students shall not evaluate teachers or provide summary judgments of teacher performance.
8. Each evaluation form shall have the following as the summary:

This evaluation shows that the teacher's performance is acceptable
 Yes No

and could lead to a recommendation of non-renewal.

Yes No

9. The substance of evaluations, as opposed to compliance with the procedural aspects of this evaluation procedure, shall be determined by the sole judgment of the administration, and shall not be subject to the grievance procedure. Substance includes the opinions, ratings, and judgments contained in the evaluation. However, nothing herein shall prevent a teacher non-renewed by the Board and who challenges such action under Article V from offering evidence or testimony at arbitration indicating that the teacher has complied or attempted to comply with any or all stated evaluator directives.
10. Evaluations shall not normally be done sooner than thirty (30) days subsequent to the previous evaluation.

M. Leaving the Building

Teachers may leave the building during their lunch period provided they notify the principal's office before leaving.

N. Personnel Files

1. Official files of bargaining unit members shall be maintained at the central office. Such files are those used in maintaining personnel records and employment decisions.
2. A unit member may, upon written request, view his/her personnel file within a reasonable time subsequent to such request during regular office hours when the unit member is not specifically assigned duties. Viewing of the file shall be permitted only in the presence of the Superintendent or his/her designee and shall exclude inspection not permitted by law.
3. Information placed in the file shall be accurate, timely, relevant, and complete. All information placed in the file with the exclusion of grade reports, transcripts, and certificates/licenses shall have the signature of the author. No information that

reflects adversely on the teacher shall be placed in the teacher's personnel file until after the teacher has seen and, if desired, has attached a statement to it. The accuracy, timeliness, relevancy, and completeness shall not be grievable under the contract, but action may be pursued as provided in ORC Chapter 1347. Any material shall be removed after three (3) years upon mutual agreement between the teacher and the administration.

4. Access to unit member files shall be limited to District administrators, Board members and clerical workers for District-related or employment matters unless required otherwise by law.
5. Teachers shall not have access to file information that is prohibited by law.

O. School Year

The length of the school year shall not exceed one hundred eighty-four (184) days. Included within the one hundred eighty-four (184) days are one hundred eighty (180) student days; one and one-half (1 1/2) teacher record (report) days; two (2) days for teacher in-service; and one-half (1/2) day for Open House.

P. Work Day

1. The length of the workday shall not exceed seven and one-half (7 1/2) hours including a thirty (30) minute, duty-free uninterrupted lunch period. At the discretion of the building administrator, the starting and ending time of a particular teacher, who makes a request, may be adjusted to meet the individual's professional or personal needs.
2. The administration may extend the workday beyond the seven and one-half (7 1/2) hour day ten (10) times per year. Such extensions of the workday shall not exceed thirty (30) minutes.
3. Work hours shall be altered up to four (4) times a year to include evenings for parent-teacher conferences. Total semester teacher parent-teacher conference hours shall not exceed six and one-half (6 1/2) hours. Appropriate compensatory time will be provided in the School Calendar.
4. Teachers shall attend open house once a year during evening hours as specified in Section O., School Year (above).
5. Teachers should make every effort to attend scheduled open house and parent teacher conferences. If scheduled parent-teacher conferences are missed, it is the responsibility of the teacher to promptly reschedule and conduct those conferences.

Q. Curriculum Planning/District Curriculum Committee

The Board of Education and the LTA agree that it is desirable that teachers be actively involved in curriculum planning. Curriculum changes shall be made following consultation with the curriculum committee of the building in which the changes are proposed. With the prior approval of the administration, unit members assigned after school hours to develop, write, and/or assist in the alignment of curriculum will be paid at the rate of twenty-two dollars (\$22.00) per hour. In addition, teachers engaged in approved curriculum committee work after school hours will be paid that same rate. The parties further agree that enhanced educator participation in curriculum planning, development, and alignment is necessary to and beneficial for positive learning outcomes for students. As such, and in light of significant changes occurring in curriculum, content standards, testing, and the like, the Board and Association agree to the creation of a District Curriculum Committee (DCC), comprised of five (5) teachers appointed by the LTA and four (4) members of the administration and/or Board. The DCC will meet at the discretion of either party. The purpose of the DCC will be to develop a recommendation for the LTA and Board for approval relating to the curriculum needs/priorities of the District, the appropriate role of teachers in the curriculum process, and compensation issues related to participation by teachers in that process.

R. Travel Allowance

Unit members who use their personal automobile for school related activities in connection with their employment shall be reimbursed at IRS rate in effect at the time of travel per mile. The unit member shall submit reimbursement vouchers to the principal. Vouchers, which are accurate and complete, shall be paid as follows:

Vouchers submitted by:	Paid on or before:
10th of the month	20th of the month
20th of the month	Last day of the month
Last day of the month	10th of the month

There shall be no allowance for travel between the unit member's home and the school.

S. Planning Time

All certified instructors employed on a regular daily schedule as stipulated in Article VI, Section P., shall have at least the equivalence of one (1) period of planning time each day exclusive of the lunch time or the time after the students have completed the scheduled instructional day.

T. Early Dismissal

1. When due to a calamity one or more schools are cancelled or delayed in starting time for students, teachers whose work assignment is in such school shall also be released from duty for the same amount of time on those days. (Ex., school delayed one (1) hour for students -- teachers may arrive one (1) hour later than their normal arrival time.)

2. When due to a calamity one or more schools are dismissed early for students, teachers whose work assignments are in such schools shall also be released from duty upon fulfilling responsibilities as to their students in leaving the building.

U. Substituting Teaching

1. Internal Substituting

Except for study hall teachers, the Board shall not require a teacher to assume the responsibilities of another teacher who is absent or on leave. Teachers who agree to accept such responsibilities shall be paid at \$22.00 per hour, rounded to the nearest tenth (10th) of an hour. No payment will be made to study hall teachers who are assigned the above-mentioned responsibilities for the first classroom of students placed in his/her study hall. However, if more than one classroom of students is placed in a teacher's study hall, then he/she will be compensated as set forth above. Such assignments of study hall duty shall be for the situation where no substitute teacher is available.

2. Long-Term Substitutes

Long-term substitutes are defined as teachers hired to fill the temporary vacancy of a teacher on leave in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract for the period of their employment that shall automatically expire at the end of that period or upon return to duty of the teacher from an approved leave of absence without any action by the Board or further notice to the teacher.

- a. Beginning with the 61st day of employment in the same assignment, a long-term substitute shall be placed on the BA column, step 0 of the salary schedule.
- b. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3 ½] hours per day) in any one school year.
- c. The following contractual and statutory provisions shall not apply to long-term substitutes: Non-renewal rights as found in Article VI, paragraph H, and Section 3319.11 of the Ohio Revised Code; Evaluation Rights as found in Article VI, paragraph L, and Section 3319.111 of the Ohio Revised Code; and Reduction in Force rights as found in Article VI, paragraph K, and Section 3319.17 of the Ohio Revised Code.
- d. At any time, long-term substitutes may become regular teaching employees in accordance with normal hiring procedures. Subsequent continuous employment of a long-term substitute for the succeeding school year in the same assignment under another one-year limited contract shall allow the long-term substitute to move to step one (1) of the BA column on the salary schedule. Thereafter, re-employment of the long-term substitute will be as a regular teaching employee of the District.

3. Temporary Employees

Employees hired to fill positions that become open after the start of the school year (August 15) for which no teacher is on a leave of absence may be employed by the Board as “temporary employees” and shall be subject to the provisions set forth above for long-term substitutes. Temporary employees may become regular teaching employees upon recommendation of the Superintendent and approval of the Board in accordance with normal hiring procedures.

V. Safety and Health

1. The Board shall make reasonable efforts to provide a safe and healthful work place for each teacher. All buildings should have a combination work center/language area where professional staff will have sufficient tables, desks and comfort facilities.
2. The procedure to be followed on matters pertaining to contagious and infectious disease as it relates to teachers shall be as agreed to by the teachers and the Board in a separate document.
3. The parties agree to the establishment of an ongoing Health and Safety Committee to address District safety, security, environmental and health concerns. The Committee shall be comprised of two (2) Board members, two (2) administrators appointed by the Superintendent and five (5) teachers appointed by the LTA, of which at least two (2) will be from each of the High School and Elementary Buildings. Meetings will be held on a monthly basis or as otherwise determined by the Committee, which shall also develop its own procedures and rules.

W. Class Size

The pupil-teacher ratio shall meet or exceed the state minimum standards. There shall be no fewer than forty (40) classroom teachers per 1,000 - Basic ADM and no less than five (5) Education Service Personnel (ESP) teachers per 1,000 students. For purposes of this section, classroom teachers and ESP shall be defined as per ORC 3317.023.

Teachers who consider the size of their class to be abnormally high may discuss potential remedies for the situation with the principal and/or Superintendent.

X. Release Time

Teachers who are required to write IEPs (Individual Education Plans) will be given two (2) days release time from regular duties for this purpose. These days shall be in the spring or fall on dates mutually agreeable to the teacher and the principal.

Y. Residency Requirement

Teachers shall not be bound by any residency requirement.

Z. Medical Examinations

Any medical exam required by the Board or the State of Ohio, with the exception of initial employment requirements, shall be paid by the Board.

AA. Reporting Off Procedure

Whenever a teacher is going to be absent under the conditions set forth in the sick leave policy, he/she shall call the designated phone number no later than 6:30 AM on the morning of the absence.

BB. In-service / Professional Development

In-service and/or professional development programs offered by the Lordstown School District will be developed with input of unit members who are the potential beneficiaries of the information, which is the topic of the program.

CC. Medical/Custodial Services for Special Education Students

The Board agrees that it will meet with the union, if requested, to discuss the provision of instruction, medical procedures, or custodial care to disabled students.

DD. Administration of Prescription Medicine

No unit members, other than those who may be employed specifically for such purposes and who have proper certification/licensure, or as otherwise required by law shall administer any medication to a student, except for first aid.

EE. Local Professional Development Committee

The local professional development committee shall be governed by the guidelines found in Appendix C.

FF. Entry Year / Mentor Program

The Board will continue to provide an entry-year program through the Trumbull County Educational Service Center (TCESC) in conformance with state law. Should funding for the payment of mentor teachers by TCESC be eliminated or reduced, the Board will pay the current amounts to said teachers. In addition to the above, mentor teachers will be paid a supplemental stipend of \$100 per entry year teacher, per year and may be provided additional release time as determined by the Superintendent.

GG. Early Release Dates

The Board, on dates selected at its discretion, will implement at least three (3) early dismissals per year for grade reporting, staff in-service training, curriculum development, preparation for conferences and/or implementation, or continuation of educational models/ standards. The Board will consider recommendations from the LMC concerning the number of such early release dates, the topics to be addressed and the dates of same.

HH. Employment of Retired Teachers

1. These provisions apply to all teachers under service retirement of the State Teachers Retirement System. For the purpose of these provisions, a teacher who accepts service retirement from the Lordstown School District will be considered a retired Lordstown teacher even if reemployment does not occur immediately after such retirement.
2. The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is no expectation of continued employment or reemployment when a teacher retires from the Lordstown Local School District. Reemployed retired teachers who previously worked in the District do not need to be interviewed by the Board for any vacant position(s) for which they apply.
3. Teachers who are eligible for, and wish to take service retirement under the rules of the State Teachers Retirement System and teachers who are already in the STRS, may apply for employment or reemployment in the District by making a written request to the Board of Education no later than March 1 immediately preceding the school year for which such reemployment is desired. However, this does not guarantee that the teacher will be assigned to any position that may be requested. The request may state the position desired. The contracts for reemployed retired teachers shall be one-year limited contracts. The applying teacher shall be notified, in writing, no later than April 15 of the board's offer.
4. Reemployed retired teachers are not eligible for continuing contract status. Such contracts will expire automatically at the end of their term and such expiration of a contract shall not be subject to challenge through the grievance procedure. If renewed, the reemployment of such retired teachers shall likewise expire automatically at the end of the contract's term. For purposes of these teachers, the parties specifically agree that this provision differs from the rights of other teachers contained within the terms of the Collective bargaining agreement.
5. Salary placement for years of service granted to reemployed retired teachers not previously employed by the board shall be in accordance with article VII B. Such placement for the years of service granted for retired teachers previously employed by the Lordstown Local school District Board of Education shall be as if such teacher was new to the district and therefore will be in accordance with article VII B. as such, additional years of experience may be granted based upon the needs of the district at the discretion of the board. Salary placement for the appropriate education column shall be fully recognized. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable.
6. Subject to ERISA, a "retired" teacher eligible to receive health insurance benefits through STRS and who seeks employment or reemployment by the Board after retirement will ~~not~~ be eligible for Board provided health insurance coverage on par with any other bargaining unit member.
7. Reemployed retired teachers do not have an entitlement to the evaluation provisions

of the collective bargaining agreement.

8. Seniority for reemployed retired teachers shall always be zero. However, reemployed retired Lordstown teachers shall have greater seniority than employed retired teachers from outside the District. Seniority applies only under appropriate provisions of the Agreement.
9. Notwithstanding the reduction force provisions of the Agreement, reemployed retired teachers shall not have their contracts suspended during the term of the contract even if a reduction in force occurs during the term of that contract.
10. In accordance with Article IX Section E, reemployed retired teachers shall earn sick leave at the rate of 1¼ days per month and are eligible for an advance of five (5) sick leave days. Sick leave for such reemployed retired teachers shall not be cumulative from year to year.
11. Reemployed retired teachers who, under Article XIII, elect not to take severance pay upon initial employment shall not be allowed to include unused sick leave days earned during reemployment to increase sick leave days for severance pay upon subsequent retirement. There will be no second severance pay available for reemployed retired teachers nor are they eligible to participate in retirement incentives of any kind.
12. In accordance with O.R.C. Section 3307.35, reemployed retired teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment.
13. The grievance procedure of this Agreement may not be applied to issues in this section for which the discretion is granted to the Board of Education.
14. The Board and the Association expressly intend this section of the Agreement (Employment of Retired Teachers) to supersede the provisions of O.R.C. 3317.13, 3317.14, 3319.11, 3319.111, 3319.141, 3319.11, and all other applicable laws that are in conflict with the provisions of this section.

ARTICLE VII

SALARY

A. Salary Schedule

1. The Board will pay employees covered under this contract in accordance with their training and experience at the annual rates specified in the salary schedule attached hereto (Appendix A).
2. Teachers who are currently being paid in the MA Equivalent category will be continued in the Masters' column of the salary schedule.

3. Eligible teachers will be paid for college credit hours satisfactorily completed after the teacher has earned a Master's Degree at the rate of \$60.00 per semester hour. To be eligible for such payment, the teacher must have been paid for such hours prior to the beginning of the 2003-2004 school year and have hours totaling less than 15 semester hours. Upon reaching MA plus 15 hours, such teachers will be placed on the MA 15 lane and may earn additional compensation for college credit hours only by moving to the next educational lane, MA 30. All new teachers, teachers without any additional hours after a Masters degree prior to the start of the 2003-2004 school year, and any teachers with 15 or more hours beyond the Masters as of the beginning of the 2003-2004 school year will be placed in their appropriate educational lane and paid accordingly.
4. Hours will be paid in multiples of two (2) semester hours or three (3) quarter hours and will be added to employee's regular salary twice per year at the beginning of the first semester or second semester. The employee must provide the Treasurer's office evidence of satisfactory completion of the credit hours by September 15th or February 15th to receive compensation.
5. Teachers assigned to perform additional duties listed on the attached Supplemental Salary Schedule in Appendix B shall be compensated in accordance with the base salary and index provided in Appendix B.

B. Years of Experience

The term "years experience," as used in the Salary Schedule shall mean years employed as a regular full time teacher by the Board provided that the Board shall give new teachers credit for teaching experience in other districts of up to five (5) years and shall give credit to such teachers for up to five (5) years military service in accordance with Section 3317.13 of the Ohio Revised Code.

A year of teaching service consists of a year in which the teacher taught one hundred twenty (120) days under a teacher's contract. A partial year of eight or more full month's military service shall count as a year of service. The total years credited for military service and teaching in other districts shall not exceed ten (10) years on the Salary Schedule unless determined otherwise by the Board at the time the unit member is being hired. Changes in this section shall not affect unit members employed by the Board and provided service credit prior to the implementation of this Agreement.

C. The Alternative Compensation Committee ("ACC")

The parties agree to the formation of a collaborative committee to review and assess the potential of developing a system of compensating and/or incentivizing teachers for performance. To that end, the Alternative Compensation Committee (ACC) will be formed with six (6) members appointed by the Association and six (6) Board representatives for the purpose of reviewing the feasibility of an alternative system of teacher compensation. Members of the ACC will be selected by the Board and the Association from those individuals trained in Interest Based Bargaining by the Federal Mediation and Conciliation Service on April 27, 2009. The parties agree that the interest based problem solving strategies will be utilized by the Committee and that an initial

report of the ACC will be completed no later than June 30, 2010, in advance of the second year of this Agreement. It is the agreement of the parties that a fundamental goal of the ACC is to implement an alternative compensation system for the District at the beginning of the 2010-2011 contract year. Changes recommended by the ACC, if any, will not become a part of this Agreement unless or until adopted by the Board and approved by the Association. The ACC will meet no less than four (4) times per year or as otherwise determined by the Committee.

ARTICLE VIII

INSURANCE

A. Life Insurance

The Board shall provide a group term life insurance policy in the amount of \$50,000 for each employee covered by this contract. The Board shall pay the entire cost of providing such life insurance.

B. Dental Insurance

The Board shall provide 100% of the cost of coverage comparable or better to that currently being provided.

C. Vision Insurance

The Board shall provide 100% of the cost of coverage comparable or better to that currently being provided.

D. Hospitalization and Major Medical Insurance

The Board shall provide hospitalization and a Major Medical insurance policy for employees and their dependent spouses and children, provided that the employee complies with the terms of the policy and the insurance company's procedures concerning matters such as eligibility and enrollment. However, the Board shall have no obligation to provide insurance for a dependent if the employee desiring dependent coverage fails to make written application to the Treasurer or to provide information reasonably requested by the Treasurer to establish the eligibility of dependents. The Board shall bear the entire cost of insurance premiums pursuant to this paragraph during the term of this contract.

Further, during the life of this contract, the Board shall provide the following coverage:

1. Schedule of Coverage:

Effective January 1, 2009 – June 30, 2012 -- (Special Note: See Memorandum of Understanding with regard to extending insurance coverage through December 31, 2012.)

Health Savings Account – Plan HDB; all premiums paid by the Board; In-Network

Fees: \$1,500 Single Deductible and/or \$3,000 Family Deductible (and any increase in the minimum deductibles imposed by the Federal Government).

Once the annual Single or Family Deductible is met, all plan services are paid at 100% by the insurance carrier.

The Board will fund bargaining unit members' health savings accounts (HSA) at 100% for the duration of this Contract with 100% funding expiring ("sun-setting") at the end of the Contract, subject to renegotiation.

The insurance committee will gather input from LTA members, analyze the input using criteria developed by the committee and make a final recommendation to the LTA and Board no later than November. The recommendation shall include an insurance vehicle (traditional, PPO, or HSA plan) and insurance carrier. If the recommendation is to continue with an HSA plan, the current coverage/plan will be extended through December 31, 2012 (See Memorandum of Understanding).

Effective on July 1, 2011, all bargaining unit members who participate in the District Insurance Plan will pay 10% of the monthly premium amount, which corresponds to their selected coverage. The family amount will be capped at \$1,500.00 per year.

2. Spousal Exclusion for Spouses of Employees Hired on or after July 1, 2009

For all bargaining unit members hired on or after July 1, 2009, the following will apply:

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s). Dependent children of the employee may remain on the Board's coverage.

Any employee's spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification 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 or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverage sponsored by the Board. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Plan of a change in the employee spouse's eligibility for employer (or public retirement plan)

sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by an employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If an employee submits false information, he/she may be subject to disciplinary action by the Board, up to and including termination of employment.

3. Insurance – Spousal Exclusion for Employees Hired Before July 1, 2009

Except as otherwise provided for employees hired on or after July 1, 2009 in Paragraph 2., above, for all other employees:

- A. Any spouse (of a bargaining unit member) who has access to Medical Coverage through their current employer or has access to any State or Federal sponsored plan, he/she shall be excluded from the Lordstown Local School District health insurance plan unless he/she is required to pay \$250.00 or more per month in premium contributions for single coverage.
- B. Dependent children of eligible bargaining unit members with excluded spouses will be permitted to remain on the Lordstown Local School District plan in accordance with the requirements of that plan.
- C. Spouses who have been excluded will nevertheless be permitted to remain on the Dental and Vision plan of the District.
- D. If an excluded spouse involuntarily loses coverage described above, he/she will be permitted to enroll back into the District plan as soon as possible; however, if eligibility for the Lordstown Local School District plan is based upon the cost of cost of the excluded spouse's single coverage exceeding \$ 250.00 per month (or as may be adjusted per E. below) during a spouse's exclusion, re-enrollment will be at the District's next enrollment period and the District will not be responsible for any additional costs to the spouse for such intervening period.
- E. The \$250.00 monthly threshold amount for exclusion set forth in A., above, will be tied to the annual STRS and SERS rates for single coverage to the extent that if those rates change by a certain percentage up or down, the \$250.00 threshold amount will change accordingly, effective at the beginning of the coverage year.
- F. Each member will be required to have an Employer Insurance Statement filled out and returned to the Treasurer's Office as soon as possible.

4. Payment "In Lieu" of Insurance

Effective with the 2009-2010 contract year, "in lieu of" compensation for those who opt out of District medical insurance coverage will be \$2400 (\$100 per pay, \$200 per month), with payments made through the District's Qualified Section 125 Plan.

E. Insurance Committee

1. An Insurance Committee shall be comprised of three (3) members appointed by the L.T.A. and an equal number appointed by the Board. This Committee may coordinate its activities with those of the separate OAPSE Chapter 774 Insurance Committee. The parties may designate substitutes to attend in the event a member is absent.
2. The Insurance Committee shall conduct an ongoing review of insurances regarding cost versus benefits, experience, rates and alternatives.
3. The Insurance Committee (L.T.A./Board) shall have the authority to recommend by a 2/3 vote, to the L.T.A. and the Board, changes in the nature and extent of the insurance coverage. No change shall become effective until approved by both the L.T.A. and the Board. The parties agree that any recommendations of this Committee and its members are not to replace or abrogate the authority of the L.T.A. as the exclusive bargaining representative of this bargaining unit or the authority of the Board.
4. The Insurance Committee shall meet at least four (4) times during the school year except that the number of meetings may be reduced by the mutual agreement of the Board and the L.T.A. The Committee shall maintain minutes of its meetings which shall be approved by the Committee members. Copies of these minutes shall be furnished to the Superintendent and L.T.A. President.

ARTICLE IX

LEAVES

The LTA recognizes the importance of notification to the school administrators for the purpose of securing teacher replacements.

The Board recognizes that extraordinary circumstances may give cause for special consideration in the administration of the requirements for leaves of absence.

The parties mutually acknowledge the critical importance to the educational process of regular attendance by professional staff and further agree that the misuse of authorized leaves and/or falsification of leave documentation are simply unacceptable. To this end, the Association agrees to provide information and guidance to its membership on an annual basis concerning the joint commitment of the parties to sustaining regular attendance and the prudent and appropriate use of the authorized leaves provided for in this Agreement. In addition, the Board agrees to address any employee absence concerns with the Association leadership on an ongoing basis during the term of the Agreement.

An employee on unpaid leave may maintain at his/her own expense all or some of the

insurance coverage provided by this contract. In such cases, the Board shall continue to provide such coverage for a period of time to include the entire month in which the employee begins his/her leave. The employee shall be responsible for such coverage at his/her own expense beginning with the first full month of his/her leave. Insurance coverage will not be separated beyond required premium packages.

A. Parental Leave

1. Pregnancy

A pregnant employee, with some restrictions, has two basic types of leaves available to her for pregnancy-related conditions: Unpaid maternity leave and paid sick leave. Under certain limitations, she may choose to use unpaid maternity leave alone, or to use paid sick leave alone, or to use both types of leaves in combination.

The pregnant employee herself shall determine the beginning date for such leave(s).

a. Maternity Leave - Unpaid Leave

A pregnant employee shall be granted, upon request, unpaid leave not to exceed one (1) school year in addition to the remaining part of the school year in which she begins her leave. The employee shall notify the Superintendent at least thirty (30) days in advance of the beginning date of said leave.

b. Sick Leave for Pregnancy - Paid Leave

A pregnant employee shall be granted, upon request, all or some of her accumulated sick leave in accordance with R.C. 3319.141.

c. Notification:

- (1) A pregnant employee is expected to give notification to the Superintendent at least thirty (30) days in advance of the date she anticipates she will begin her leave. This notification shall specify the following: The exact date she anticipates she will begin her leave; her plan for using maternity leave and/or sick leave including the beginning and ending dates for such leaves; the name of her physician.
- (2) If such notification to the Superintendent has already occurred and unforeseen circumstances warrant that the pregnant employee begin her leave earlier than she anticipated, she shall contact the Superintendent as soon as possible to request the necessary change in the beginning date of her leave.
- (3) If such thirty (30) day advance notification has not occurred and unforeseen circumstances warrant that the pregnant employee begin her leave before a thirty (30) day advance notification is possible, she shall contact the Superintendent as soon as possible to request a waiver of the thirty (30) day notice.

2. Child Care

For the purpose of child care, an employee shall, upon request, be granted an unpaid leave of absence for the semester in which his spouse is to deliver a child and/or for the succeeding semester. The employee is expected to give notification to the Superintendent at least thirty (30) days in advance of the date he anticipates he will begin his leave.

3. Adoption

Upon request, an employee adopting a child under the age of six (6) years shall be granted an unpaid leave of absence not to exceed one (1) school year in addition to the remaining part of the school year in which the child is received. The employee is expected to give notification to the Superintendent at least thirty (30) days in advance of the earliest anticipated date for receipt of the adopted child.

4. General Conditions for Parental Leave:

- a. An employee who takes leave under this section and returns to work prior to the close of the same school year shall be returned to his/her original position.
- b. Notification shall be satisfied by the employee writing a letter to the Superintendent, although the employee may request a private conference with the Superintendent.
- c. A request for the extension of parental or any other leave to the succeeding school year shall be made by the employee, if at all possible, no later than the first (1st) of June of the school year preceding the proposed extension. A leave that extends into a second school year shall terminate at the end of a semester.

B. Jury/Court Duty

1. Any teacher who is required to be absent from duty to perform jury service during his/her scheduled work period will be paid the difference between his/her salary as a member of the jury (less transportation costs) and his/her regular contractual salary.
2. In the event a unit member is requested to be a witness or is subpoenaed to appear on behalf of the Board, no deduction of salary will occur. Additionally, if a teacher is subpoenaed to testify at a court hearing the following will apply to granting of a leave for such appearance.
 - a. The matter must be one specifically related to the teacher's responsibilities as an employee of the District and arise from a teacher-student relationship, (i.e., achievement levels or behavior of the student) and;
 - b. The matter must specifically involve an action pertaining to custody of the student or a domestic relations matter.
 - c. Paid leave shall not be provided if the matter is one brought against or involving the District as a defendant unless the teacher is appearing on behalf

of the District.

d. A unit member shall receive a maximum of two (2) days per year for such leave. Additional days may be granted at the discretion of the Superintendent as follows:

(1) No loss of pay.

(2) Payment shall be the difference between the unit member's per diem rate and daily rate of a substitute.

C. Personal Leave

1. All teachers covered by this contract shall be granted a paid personal leave of absence for up to four (4) days in any school year. All full time teachers with over ten (10) years service with the Lordstown School District shall be eligible for one additional day of paid personal leave if they have forty-five (45) days of sick leave accrued to their account. Personal leave may be used for personal business as determined by the teacher and requested in writing on the Personal Leave Request Form filed with the Superintendent. A teacher shall not be required to identify the specific reason for the leave.
2. Personal leave shall not be used immediately preceding or following a school vacation or approved holiday and may not be used for more than two (2) consecutive days in any week.
3. Except in the case of extenuating circumstances, the Personal Leave Request Form must be completed by the employee and submitted to the building administrator for acknowledgment at least two (2) days prior to the date of absence. This form may be secured from the office of the building administrator or the office of the Superintendent.
4. The Superintendent shall approve use of personal leave in units as small as one-half (1/2) of a day.

D. Sabbatical Leave

1. Sabbatical leave may be granted for either one (1) semester or one (1) school year, or two (2) consecutive semesters.
2. Teachers shall submit applications for sabbatical leaves not later than January 10th if the sabbatical leave is requested for the following September, and not later than September 10th if the sabbatical leave is sought for the following January.
3. The Board shall approve a teacher's application for sabbatical leave if all of the following criteria are satisfied:
 - a. Sabbatical leave shall be approved only for those employees who have taught in the Lordstown District for five (5) or more years. Subsequent sabbatical leaves may be granted after a minimum of five (5) years additional teaching in

the Lordstown Schools provided other members of the staff have not filed requests for such leave. At no time shall the number of employees on sabbatical leave exceed five percent (5%) of the bargaining unit.

- b. The application for sabbatical leave shall include a detailed plan of how the leave is to be spent, including an explanation of how it will improve the teacher's professional effectiveness within the District and will contribute to the teacher's professional growth.
 - c. No sabbatical shall be granted unless the Superintendent approves the plan submitted with the application, determines that the sabbatical is in the best interests of the District, and recommends approval of the requested leave to the Board. The Superintendent shall recommend approval if it is the intent of the administration and the Board to re-employ the teacher and if the plan submitted is sufficient to establish that the leave in fact will improve the teacher's professional effectiveness within the District and will contribute to the teacher's professional growth. A plan, which contemplates a course of study in the teaching field to which the teacher is assigned in Lordstown, shall be deemed to meet this requirement.
4. Each teacher on sabbatical leave shall receive a salary equal to the difference between his/her expected salary and that of his/her substitute, assuming such expected salary is greater than that paid to the substitute.

The teacher may continue retirement and insurance benefits and other fringe benefits included in this contract on the same terms as other teachers. For salary purposes, teaching credit will be given during the sabbatical period as if the teacher remained on the job in the School District.

5. A teacher who is granted a sabbatical leave is required to return to the staff of the Lordstown Local School District for at least one (1) year. This restriction does not apply to teachers with twenty-five (25) or more years of teaching in Ohio schools or to teachers whose employment is terminated by the Board. Further, a detailed written report of the sabbatical shall be submitted no later than two (2) months after return to regular employment. If the teacher fails to return to the District and/or to submit a written report which establishes that the leave was actually used for the purpose for which it was approved, the teacher is obligated to repay amounts received as part pay pursuant to 4. above.

E. Sick Leave

1. Each employee shall accumulate sick leave at the rate of one and one-quarter (1 1/4) days per month. The maximum accumulation shall be unlimited.
2. The administration shall approve use of sick leave in units as small as one-half (1/2) of a day.
3. Employees may use sick leave, upon approval of the responsible administrative officer of the School District, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which can be communicated to others, and for

absence due to illness, injury, or death in the employee's immediate family. The Board may request the voluntary release of medical or other healthcare provider information relating to an employee's use of sick leave.

4. Immediate family is interpreted to mean father, mother, sister, brother, husband, wife, children, step-parents, step-children, wards, mother-in-law, father-in-law, grandparents, grandchildren, or a person living in the same household.
5. All newly employed teachers who do not have transferable accumulated sick leave and any regularly employed teacher who has exhausted his/her accumulated sick leave shall be advanced not less than five (5) days of sick leave each year to be charged against the sick leave he/she subsequently accumulates.

If the employee terminates employment prior to earning five (5) days advanced sick leave, the Board is authorized to deduct from the employee's final salary payment an amount equal to the number of days paid in excess of the actual sick leave earned at the date of termination of services provided the employee has compensation due him/her as of such date. Sick leave credit shall not be advanced beyond the contract year.

6. Falsification of the grounds for the use of sick leave may result in disciplinary action up to and including termination.

F. Assault Leave

A member of the bargaining unit who is absent due to physical disability directly resulting from an assault, which occurs in the course of Board employment while on duty either on school grounds during school hours or where requested/required to be in attendance at a Board approved function, shall be eligible to receive assault leave.

Such leave shall be granted for a period not to exceed ten (10) days upon the member's delivering to the Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault.

If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its anticipated duration.

Full payment for assault leave, less Workers' Compensation, shall not exceed the member's per diem rate of pay (exclusive of supplementary pay) and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. In the event a delayed award of Workers' Compensation results in a total combined payment to the teacher in an amount equal to or more than the teacher's normal per diem rate, the excess payment will be returned to the Board. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under ORC 3319.16.

To be entitled to Assault Leave pay, the employee must file charges against the person(s) perpetrating the assault and cooperate with the prosecution and/or discipline of the

individual. Upon the request of a bargaining unit member, this requirement can be waived by the Superintendent in special circumstances only, such as where an assault is perpetuated by a special needs student and mitigating factors exist.

Psychological trauma in cases of rape shall suffice for purposes of assault leave.

The Board shall provide any teacher who has used assault leave with proper application forms for Workers' Compensation.

Upon return to service, the teacher shall resume the employment status held at the time leave began except as otherwise provided for in this contract.

G. Military Leave

Military leave shall be in accordance with state and federal law.

H. General Leave

Leave for up to two (2) consecutive years may be granted a teacher at the discretion of the Board for professional purposes and shall be granted for purposes of illness or disability as per ORC 3319.13. Teachers seeking unpaid leave for purposes of illness or disability must agree to provide verification that such leave is recommended by a physician.

I. Leave Conversion

As an incentive to reduce use of sick and personal leave, the following will be applicable to bargaining unit members:

1. A unit member using no sick leave during the school year will receive a bonus of one hundred fifty dollars (\$150.00) with the first paycheck subsequent to the end of the school year.
2. Each day of unused personal leave at the end of the school year will be added as an additional day of sick leave to the unit member's sick leave accumulation.

J. LTA Business Leave

The LTA shall be granted a total of six (6) days of leave to be used by delegates or appointees to the convention or meetings of the Ohio Federation of Teachers, American Federation of Teachers, or the AFL-CIO. Delegate(s)/appointee(s) may use personal leave or take unpaid leave for such days. The Board shall only bear the cost of a substitute instructor.

K. Family and Medical Leave Act Leave

The Board and the LTA recognize that unit members are entitled to leave rights provided by the Family and Medical Leave Act. For purposes of this section, the "12-month period" shall be defined as the "12-month period measured forward from the date the employee's first FMLA leave begins." A unit member shall be entitled to twelve (12) weeks of FMLA

leave during the 12-month period beginning on the first date that Family and Medical Leave is taken. A subsequent 12-month period for a unit shall commence the first time Family and Medical Leave is taken after the completion of any previous 12-month period.

ARTICLE X

PAYROLL PROCEDURES AND DEDUCTIONS

A. Pay Periods

1. There shall be twenty-six (26) pay periods during each school pay year except in "skip" pay (27 pay) years.
2. Teachers who submit a written request approved by the Treasurer prior to July 1st may be paid on the basis of nineteen to twenty (19-20) pay periods during the school year beginning on the following September 1st. New teachers who are hired after July 1st may elect the nineteen to twenty (19-20) pay period option by informing the Treasurer in writing when they return their contracts to the Treasurer.
3. Teachers shall be paid on Thursday in accordance with the twenty-six (26) pay or nineteen to twenty (19-20) pay plan.
4. If the scheduled payday falls on a holiday and school is in session on the Wednesday immediately prior to the holiday, reasonable effort will be made to issue pay on Wednesday for those not on direct deposit.
5. Teachers who must leave the building early on days paychecks are issued may make arrangements to receive their paychecks prior to the regular disbursement time on payday by making prior arrangements with their building administrator.
6. During the school year all teachers' paychecks will be mailed at Board expense if the scheduled pay day falls during a scheduled vacation time that has at least one (1) day without scheduled classes preceding the payday.
7. During the summer months when school is not in session, all unit members' paychecks will be mailed at Board expense except for those unit members who have placed on file in writing with the Treasurer's office, prior to the end of the last scheduled work day in the school year, a notice that he/she will pick up his/her paycheck each pay day during the summer months. Any unit member who has made the provision to have his/her paycheck mailed and who calls the Treasurer's office prior to his/her check having been mailed can pick up his/her check on payday. Checks will be picked up in the Treasurer's office between the hours of 9:00 AM and noon on payday. After these hours, checks will be available whenever the Treasurer's office is open.
8. Employees on supplemental contracts will be paid as set forth in Article VI, Section F, paragraph 2.

B. Retirement Deductions

The Board shall "pick-up" each teacher's full contribution to the State Teachers Retirement System as authorized by State Teachers Retirement System Rule 3307-1-23, Internal Revenue Ruling No. 77-462, and Ohio Attorney General Opinion 82-097. Under these provisions, the Board, upon proper application with the State Teachers Retirement System, shall not deduct state or federal taxes on the amount of the teacher's total required contribution to the State Teachers Retirement System. The method used shall present no additional cost to the Board. Under this provision, individual teachers continue to pay their contribution to the State Teachers Retirement System and the Board eliminates the income tax deductions.

C. Other Payroll Deductions

The Lordstown Board of Education shall provide within the available resources of the Computerized Payroll Package, a payroll deduction plan for the following items: Tax Sheltered Annuities; Life Insurance, Hospitalization/Major Medical Insurance, Dental Insurance, Vision Insurance, and Prescription Drug Insurance above the amount of such Board-paid insurance; the Trumbull County School Employees Credit Union; Professional Teaching Dues; and an approved employee income protection plan.

D. Purchase/Restoration of Service Credit

Upon written request and in accordance with the provisions of the State Teachers Retirement System Rule 3307-1-28, the Board shall make payroll deductions from the salary of the unit member for the purchase or restoration of service credit. It is understood that the employee is responsible to assume and pay for total cost of such purchase/restoration of service credit.

E. Direct Deposit

Unit members may elect to have their pay deposited directly (electronically) into a financial institution for which direct deposit is available. All unit members initially employed after July 1, 2003 shall have their pay directly (electronically) deposited into a financial institution for which direct deposit is available.

ARTICLE XI

TUITION REIMBURSEMENT

The Lordstown Board of Education shall reimburse an employee a maximum of seven hundred fifty dollars (\$750.00) in each fiscal school year of this contract for the satisfactory completion of qualifying, pre-approved post baccalaureate coursework, with a total pool of \$15,000 available on an annual basis with no carryover. A general requirement for such reimbursement is that the employee complete and submit a purchase order prior to paying for the course, with an estimate of the entire reimbursable costs (as stated in A.2) but not to exceed \$750. Once the purchase order is filed with the Treasurer's office, the Treasurer will return a photocopy of the purchase order indicating the amount of funds available for the employee. Also, the employee must complete the school year, for which reimbursement is being sought, in the employment of the Lordstown Schools.

As specified in this Article, tuition reimbursement is available only for qualifying, pre-approved

college coursework from accredited post-secondary institutions. LPDC approval of coursework will satisfy the requirements for reimbursement, but is not required for teachers otherwise seeking course approval.

Definitions:

“Pre-approval” means that the course work is in compliance with A.1 below.

“Post-baccalaureate” means after the teacher has been conferred with a Bachelor’s Degree.

A. Qualifying Course Work

1. Criteria

Under this section, the Board shall reimburse an employee for the approved costs associated with pre-approved college course work which fall into either of the two (2) following categories:

- a. Credit post-baccalaureate courses taken by the employee in his/her area of certification or assignment.
- b. Credit post-baccalaureate hours taken by the employee in an institutionally approved graduate degree program in education.

To be eligible for reimbursement, a grade of C or above, a grade of satisfactory or a grade of passing must be achieved. A grade of satisfactory or passing will be accepted if letter grades are not given for the course.

2. Reimbursable Costs

For eligible college course work, the costs for which the Board shall provide reimbursement shall include all of the following:

- a. Tuition
- b. General and/or matriculation fees
- c. Seminar and workshop fees
- d. Laboratory fees
- e. Textbook expenses

Textbooks for which an employee receives reimbursement shall become property of the professional libraries in the Lordstown Schools.

3. Personal Value

The Board shall have the right to deduct five dollars (\$5) from the total amount of reimbursable costs claimed by an employee for any quarter or semester of college

course work. The employee, himself/herself, shall bear the expense of that deducted portion in recognition of the personal value, which the course work holds for the employee.

4. Procedure

- a. The employee shall complete a purchase order (as stated in the opening paragraph of this Article XI) prior to paying for the course, and file the purchase order with the Treasurer's office. The Treasurer will photocopy the purchase order and return it to the employee indicating the funds that are available to the employee.
- b. After completing the coursework and within twenty (20) school days after receiving his/her grade sheet, submit to the Superintendent's office:
 - (1) The original copy of the grade sheet - upon request, the original may be returned to the employee after it is stamped by the Treasurer and a copy is made of it.
 - (2) The official receipts for all costs (tuition, fees, books) for which reimbursement is being sought.
 - (3) The course work reimbursement application. Note: The employee should exercise great care in advance to retain all required documentation of costs including such items as bookstore receipts for the purchase of textbooks.
- c. Reimbursement will be in conjunction with the fiscal year, July 1 through June 30. The approval date of the purchase order determines which fiscal year funds are being encumbered. Tuition assistance will be granted on a first-come, first-served basis.

B. Payment of Reimbursement

1. After the Treasurer's office has received all the properly endorsed forms and the receipts required under this Article, payment for the reimbursements approved herein shall be made to the employee within fifteen (15) working days of that date.
2. However, if, during the Treasurer's verification check, a question or obstacle arises concerning the processing of an employee's claims for reimbursement, then the Treasurer shall contact the employee involved. Following such contact, the fifteen (15) working days limit for payment shall be suspended until the matter is resolved with the employee. No change shall be made concerning claims on a reimbursement application without notification to the employee.
3. Whenever a teacher submits a transcript of credit hours earned, the Treasurer shall give a written verification to the teacher of having received the transcript. This verification shall include a statement of the Board's total of that teacher's number of previous credit hours earned beyond the master's degree, the number of additional hours and the total. Each teacher shall assume responsibility for assuring that

his/her records are correct and complete.

C. Availability of Professional Growth Account Status

Upon request, the employee shall be appraised by the Treasurer of any balance in the employee's allocated annual tuition reimbursement amount.

ARTICLE XII

PROFESSIONAL MEETINGS

The Board shall reimburse an employee for approved costs associated with professional meetings. Employees must first apply for professional meeting leave with the Superintendent who will either approve or reject the request. If rejected, an employee may request that the professional leave request be reviewed by the Professional Meeting Leave Panel, comprised of the Superintendent, two (2) building principals and three members of the LPDC, selected by the President of the LTA. The Panel may affirm or deny the Superintendent's decision by majority vote (minimum of 4 votes).

A. Reimbursable Costs

For professional meetings, the costs for which the Board shall provide reimbursement shall include all of the following:

1. Registration fees.
2. Lodging - The reimbursed amount shall be at the rate for single occupancy; however, if the employee shares a room with another meeting attendee, the reimbursed amount shall be at that employee's shared rate.
3. Meals - Exclusive of bar bills, not to exceed a total daily amount of \$30.00
4. Transportation to and from meeting.
5. Transportation within locale of meeting (taxi, bus, etc.).

B. Procedure

1. Before attending the professional meeting, the employee shall submit to his/her principal/immediate supervisor the Professional Meeting Verification Request.
2. After attending the Professional Meeting, the employee shall, within ten (10) school days after his/her return to work, submit the following to his/her principal/immediate supervisor:
 - a. The official receipts, wherever possible, for all costs for which reimbursement is being sought.
 - b. The Professional Meeting Reimbursement Application.

C. Payment of Reimbursement

After the Treasurer's office has received all the properly endorsed forms and the receipts required under this Article, payment for the reimbursements approved herein shall be made to the employee within fifteen (15) working days of that date.

ARTICLE XIII

SEVERANCE PAY

A. Severance Amount

At the time of a qualifying service retirement, an employee who has at least five (5) years of service in the Lordstown School District may elect to be paid severance pay according to one of the following options:

1. Level 2: If an employee has accrued at least 270 days of unused sick leave and the employee has used 10 or less sick days in the final two years of employment with the district, severance will be equal to 90 days ($\frac{1}{3}$ of 270) multiplied by the daily rate achieved during the final year of employment.
2. Level 1: Otherwise, severance will be equal to $\frac{1}{3}$ of the accrued, unused sick leave with a maximum of 70 days multiplied by the daily rate achieved during the final year of employment.

B. Rate Basis

The severance pay shall be based on the employee's base annual pay schedule converted to a daily rate at the time of retirement.

C. General Conditions

No such severance payment shall be made until the Board receives notice that the employee has actually accepted service retirement benefits from the State Teachers Retirement System. Acceptance of severance pay by the employee shall be considered to eliminate all of the employee's sick leave credit, and no employee may receive more than one such severance payment in the State of Ohio.

D. Definition of Retirement

For purposes of this section, an employee shall be deemed to "retire" if the employee becomes eligible for receipt of benefits from the State Teachers Retirement System at the time the employee terminates employment with the Lordstown Schools.

E. Severance for Disability Retirement Upon Teacher Resignation

Teachers on disability retirement shall, upon request, be paid severance by the Board as set forth above, regardless of eligibility for service retirement, upon severing all employment ties with the District through a written letter of resignation. In order to receive severance payment, such teacher must actually resign from employment and

set forth above, regardless of eligibility for service retirement, upon severing all employment ties with the District through a written letter of resignation. In order to receive severance payment, such teacher must actually resign from employment and such resignation must occur within five (5) years from the first date of disability retirement.

ARTICLE XIV

EFFECTS, DISTRIBUTION

A. Effect

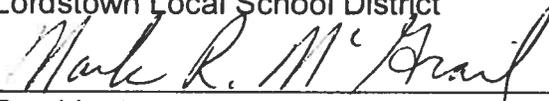
This Agreement constitutes the entire agreement between the parties, and it supersedes all prior and contemporaneous understanding (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement, but otherwise neither party shall have a duty to negotiate with respect to any matter during such period.

B. Distribution

Within thirty (30) days after this contract is signed, seventy (70) copies of this contract shall be reproduced, with the costs to be shared equally by the parties. The Board shall distribute copies to the Board members and school administrators, and the LTA shall distribute one copy to each teacher. Additional copies may be ordered at the expense of the party requesting the same.

IN WITNESS WHEREOF, the parties have set their hands by their duly authorized representatives on this 29th day of June, 2011.

Board of Education of the
Lordstown Local School District



President



Treasurer

Lordstown Teachers Association



President



Negotiations Chairperson

APPENDIX A
**LORDSTOWN TEACHERS SALARY SCHEDULE
 FOR THE 2011 – 2014 SCHOOL YEARS**

Step	B.A.	B.A.+150	M.A.	M.A. +15	M.A.+ 30
10	1.000 \$31,411	1.05 \$32,981	1.11 \$34,865	1.20 \$37,692	1.29 \$40,519
1	1.045 \$32,824	1.10 \$34,551	1.17 \$36,750	1.26 \$39,577	1.35 \$42,404
2	1.090 \$34,238	1.15 \$36,122	1.23 \$38,634	1.32 \$41,461	1.41 \$44,288
3	1.135 \$35,651	1.20 \$37,692	1.29 \$40,519	1.38 \$43,346	1.47 \$46,173
4	1.180 \$37,065	1.25 \$39,263	1.35 \$42,404	1.44 \$45,230	1.53 \$48,057
5	1.225 \$38,478	1.30 \$40,833	1.41 \$44,288	1.50 \$47,115	1.59 \$49,942
6	1.270 \$39,892	1.35 \$42,404	1.47 \$46,173	1.56 \$49,000	1.65 \$51,827
7	1.315 \$41,305	1.40 \$43,974	1.53 \$48,057	1.62 \$50,884	1.71 \$53,711
8	1.360 \$42,719	1.45 \$45,545	1.59 \$49,942	1.68 \$52,769	1.77 \$55,596
9	1.405 \$44,132	1.50 \$47,115	1.65 \$51,827	1.74 \$54,653	1.83 \$57,480
10	1.450 \$45,546	1.55 \$48,686	1.70 \$53,397	1.79 \$56,224	1.88 \$59,051
11	1.495 \$46,959	1.60 \$50,256	1.75 \$54,968	1.84 \$57,794	1.93 \$60,621
12	1.540 \$48,373	1.65 \$51,827	1.80 \$56,538	1.89 \$59,365	1.98 \$62,192
13	1.585 \$49,786	1.70 \$53,397	1.85 \$58,109	1.94 \$60,935	2.03 \$63,762
14	1.630 \$51,198	1.75 \$54,968	1.90 \$59,679	1.99 \$62,506	2.08 \$65,333
Longevity					
17	1.680 \$52,769	1.80 \$56,538	1.95 \$61,250	2.04 \$64,076	2.13 \$66,903
20	1.730 \$54,339	1.85 \$58,109	2.00 \$62,820	2.09 \$65,647	2.18 \$68,474
23	1.780 \$55,910	1.90 \$59,679	2.05 \$64,391	2.14 \$67,217	2.23 \$70,044
26	1.830 \$57,480	1.95 \$61,250	2.10 \$65,961	2.19 \$68,788	2.28 \$71,615

**APPENDIX B
SUPPLEMENTAL SALARY SCHEDULE**

The base salary for the purposes of this schedule shall be \$23,750.
Note: Head coaches will determine the assignment relative to grade level.

**ATHLETICS:		Base =	\$ 23,750	Hired Applicant:
Athletic Director		25.00%	\$5,938	
Athletic Director	Assistant	12.00%	\$2,850	
Baseball	Varsity	15.00%	\$3,563	
Baseball	Varsity Assistant	10.00%	\$2,375	
Basketball, Boys	Head Coach	22.00%	\$5,225	
Basketball, Boys	Varsity Assistant	15.00%	\$3,563	
Basketball, Boys	9th Grade	13.00%	\$3,088	
Basketball, Boys	Junior High (1)	13.00%	\$3,088	
Basketball, Boys	Junior High (2)	13.00%	\$3,088	
Basketball, Girls	Head Coach	22.00%	\$5,225	
Basketball, Girls	Varsity Assistant	15.00%	\$3,563	
Basketball, Girls	Junior High (1)	13.00%	\$3,088	
Basketball, Girls	Junior High (2)	13.00%	\$3,088	
Basketball	Elementary	6.00%	\$1,425	
Cheerleader	High School	9.00%	\$2,138	
Cheerleader	Junior High	9.00%	\$2,138	
Cross Country	Head Coach	15.00%	\$3,563	
Cross Country	Junior High	13.00%	\$3,088	
Golf	Head Coach	13.00%	\$3,088	
Indoor Track	Head Coach	15.00%	\$3,563	
Indoor Track	Varsity Assistant	10.00%	\$2,375	
Soccer	Head Coach	15.00%	\$3,563	
Soccer	Varsity Assistant	10.00%	\$2,375	
Softball	Head Coach	15.00%	\$3,563	
Softball	Varsity Assistant	10.00%	\$2,375	
Track	Boys Head Coach	15.00%	\$3,563	
Track	Girls Head Coach	15.00%	\$3,563	
Track	Varsity Assistant	10.00%	\$2,375	
Track	Junior High (1)	13.00%	\$3,088	
Track	Junior High (2)	13.00%	\$3,088	
Volleyball	Head Coach	15.00%	\$3,563	
Volleyball	Varsity Assistant	10.00%	\$2,375	

Volleyball	Junior High (1)	10.00%	\$2,375	
Volleyball	Junior High (2)	10.00%	\$2,375	
		Total =	\$107,350	-----
**ACADEMICS:		Base =	\$ 23,750	Hired Applicant:
Academic Challenge	High School	5.00%	\$1,188	
Camping	Elementary	4.00%	\$950	
Challenge 24	Elementary	2.00%	\$475	
Class Sponsor	12th Grade	8.00%	\$1,900	
Class Sponsor	11th Grade	9.00%	\$2,138	
Class Sponsor	10th Grade	2.00%	\$475	
Class Sponsor	9th Grade	2.00%	\$475	
Class Sponsor	8th Grade	2.00%	\$475	
Class Sponsor	7th Grade	2.00%	\$475	
Detention - After School	High School	Per Hr.	\$20	
Detention - Saturday	High School	Per Hr.	\$20	
English Festival	High School	5.00%	\$1,188	
English Festival	Junior High	5.00%	\$1,188	
Key Club	High School	10.00%	\$2,375	
Music	High School	9.00%	\$2,138	
Music	Elementary	9.00%	\$2,138	
National Honor Society	High School	6.00%	\$1,425	
Newspaper Advisor	High School	7.00%	\$1,663	
Power of the Pen	High School	5.00%	\$1,188	
Prep Bowl	High School	5.00%	\$1,188	
Prep Bowl	Junior High	5.00%	\$1,188	
Prep Bowl	Elementary	5.00%	\$1,188	
Student Council	High School	6.00%	\$1,425	
Yearbook	High School	11.00%	\$2,613	
Yearbook	Elementary	6.00%	\$1,425	
		Total =	\$30,915	-----

APPENDIX C

FORMS

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(revised 6/06)
LORDSTOWN LOCAL SCHOOLS
GRIEVANCE REPORT FORM

Name of Grievant _____ Phone _____

Address _____ City _____ Zip _____

Building Assignment _____ Date Grievance Filed _____

Date of Informal Meeting _____ Date Alleged Grievance Occurred _____

Statement of Grievance: (Include a description of precisely what occurred including the action or inaction that is claimed to be a violation, misinterpretation or misapplication of the Agreement):

Article(s) and Section(s) of the Agreement alleged to have been misrepresented, misapplied, or violated:

Relief Sought:

Signature of Grievant _____ Date _____

Date appealed from Step One _____ Signature _____

Date appealed from Step Two _____ Signature _____

Date appealed from Step Three _____ Signature _____

A copy of this sheet is to accompany any written statements or responses.

(revised 6/06)
LORDSTOWN LOCAL SCHOOLS
GRIEVANCE DISPOSITION FORM
(Multiple Steps)

To: _____ Date _____

This is to inform you that your grievance processed at Formal Step _____ was disposed of as follows:

Date of Hearing: _____

Participants in Hearing:

_____	_____
_____	_____
_____	_____

Principal/Superintendent/Designee's

Signature _____ Date _____

Received by Grievant/Representative _____ Date _____
Signature

--OFFICE USE ONLY--

SUBSTITUTES

DATES

I have reviewed this form and verify that the employee was absent on the date(s) listed and that the individual(s) listed did substitute for this employee on the date(s) of absence.

(Signature of Director, Principal or Supervisor) *(Date)*

(revised 6/06)

COLLEGE COURSE REIMBURSEMENT APPLICATION

(Submit in Duplicate)

EMPLOYEE SECTION

The employee must complete this form and have it submitted with the required materials to the Superintendent's office no later than twenty (20) school days after receiving an official grade sheet from the college or university attended.

Name _____ Date Submitted _____

Article XI of the Agreement between the Lordstown Board of Education and the Lordstown Teachers Association states that reimbursement shall be made to an employee for college credit courses in his/her area of certification or assignment or in an institutionally approved graduate program in education.

Give below, the title of the course(s) taken and the information required to confirm compliance with the criteria stated in the agreement. A single course may comply with the criteria in more than one category. If more than two courses are involved, attach statement with additional information.

Title of course(s)	In area of:	In area of:	A part of:
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Certification	Assignment	Degree Program
_____	_____	_____	_____
	Specify Subject	Specify Duty	Specify Program
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Certification	Assignment	Degree Program
_____	_____	_____	_____
	Specify Subject	Specify Duty	Specify Program

REIMBURSABLE COSTS

The employee must attach to this form (1) The official receipts for all costs for which reimbursement is being sought and (2) The original copy of the grade sheet for the courses taken. An employee who seeks reimbursement for textbook expenses must submit the pertinent textbooks to the professional library in his/her building. Also, the original grade sheet may, upon request, be stamped and returned to the employee by the Treasurer's office.

Tuition	\$	_____
General and/or Matriculation Fee	\$	_____
Seminar and Workshop Fees	\$	_____
Laboratory Fees	\$	_____
Textbooks Expenses	\$	_____
Total of above lines	\$	_____
Personal Value Deduction (Subtract)	\$	_____ 5.00
Amount to be Reimbursed	\$	_____

Signature of Employee _____

*see back side of copy

This completed form shall be stamped by the principal or his/her designee with the date and time it was submitted by the teacher and a copy shall be given to the teacher.

ADMINISTRATIVE SECTION

Date Received _____

Date Received _____

(Signature of Superintendent)

(Signature of Treasurer)

PROFESSIONAL MEETING REIMBURSEMENT APPLICATION

EMPLOYEE SECTION

This application, with the required receipts attached, is to be submitted to the building administrator within ten (10) school days after an employee's return to work following his/her attendance at a professional meeting. The employee must complete lines 1. through 11. and, in addition, must complete the itemized transportation costs section on the reverse side. Also on the reverse side is additional information to aid in the completion of this form.

1. Name _____ Date Submitted _____

2. Building _____ Job Assignment _____
(High School, Career Center, Etc.) (Teacher, Prin., Cust. Etc.)

3. Meeting _____

4. Location _____
(City) (State) (ZIP)

5. Date(s) in Attendance _____

Reimbursable Costs

6. Registration Fee.....\$ _____

7. Lodging\$ _____

8. Meals\$ _____

9. Transportation (Total from Itemized Section on Reverse Side)\$ _____

10. **TOTAL**.....\$ _____

11. Signature of Employee _____

BUILDING ADMINISTRATOR SECTION

This signature verifies that the employee was not at work on the meeting date(s).

Signature of Building Administrator _____ Date _____

TREASURER SECTION

_____ Date Received by Treasurer's Office.

This completed form shall be stamped by the principal or his/her designee with the date and time it was submitted by the teacher and a copy shall be given to the teacher.

*see back side of copy

(revised 6/06)

PERSONAL LEAVE REQUEST FORM

(Submit in Triplicate)

EMPLOYEE INSTRUCTIONS: Submit this form to the building administrator. Except for emergencies, a two (2) day prior notice is required.

Name: _____ Date Submitted: _____
(Print)

DATE(S) OF ABSENCE _____	Whole Day	Half Day A.M.	Half Day P.M.
_____	Whole Day	Half Day A.M.	Half Day P.M.

This completed form shall be stamped by the principal or his/her designee with the date and time it was submitted by the teacher and a copy shall be given to the teacher.

Signature of building administrator indicates acknowledgement of requested date(s).

(Date) (Building Administrator's Signature)

_____ Approved _____ Disapproved

Comments by Superintendent:

(Date) (Superintendent's Signature)

(revised 6/06)

REQUEST FOR RECONSIDERATION OF INVOLUNTARY TRANSFER

(Submit in Duplicate)

NOTE: This form must be filed within 72 hours after being notified by the Superintendent of an involuntary transfer. (See Article VI, Section C.)

TEACHER: _____ SCHOOL: _____

Present Position/Assignment: _____

Position to which you were REASSIGNED: _____

Date you received notification from Superintendent: _____

STATE REASON(S) YOU DESIRE RECONSIDERATION:

TEACHER'S SIGNATURE: _____ DATE: _____

This completed form shall be stamped by the principal or his/her designee with the date and time it was submitted by the teacher and a copy shall be given to the teacher.

FOR ADMINISTRATIVE USE ONLY:

1. Date Teacher/Superintendent Conference was held: _____
Action of Superintendent:

Principal and/or Superintendent's Signature: _____ Date: _____

(revised 6/06)

TEACHER TRANSFER REQUEST

(Submit in Duplicate)

NOTE: The applicant should read Article VI, Section B., C., & D., of the Master Agreement prior to filing this form. Please make a duplicate copy and submit to your building principal for each request.

Date: _____ School Building: _____

Applicant's Name: _____

Present Position/Teaching Assignment: _____

Number of years teaching experience in Lordstown Local Schools: _____

PRESENT CONTRACT STATUS: *(Check one area below.)*

A. Continuing Contract

C. Two-Year Limited

B. One-Year Limited

D. Three-Year Limited

My present contract expires: _____

APPLICANT'S STATEMENTS REGARDING REQUEST FOR TRANSFER:

A. Position Desired: _____

B. School Location: _____

Reason(s) for Transfer Request (Please write brief, concise statement below.):

Teacher's Signature: _____

This completed form shall be stamped by the principal or his/her designee with the date and time it was submitted by the teacher and a copy shall be given to the teacher.

FOR ADMINISTRATIVE USE ONLY

Date request filed with Superintendent: _____
(Date) (Signature)

NOTE: This shall be kept on file for a period of one (1) year from the date submitted unless removed at the teacher's request.

(revised 6/06)

DUES DEDUCTION AUTHORIZATION FOR MEMBERSHIP

LORDSTOWN TEACHERS ASSOCIATION
OFT/AFT, AFL-CIO

Effective Date: _____

Name: _____ Social Security #: _____

Address: _____

City: _____ State: _____ Zip: _____

School: _____

I hereby authorize and direct the Board of Education of Lordstown Local Schools, through its Treasurer, to deduct from the portion of my salary due me each month the amount as certified by the Lordstown Teachers Association as the current rate of dues.

I further authorize and direct you to transfer and pay such sum so deducted to the Treasurer of the Lordstown Teachers Association.

This authorization is revocable by me upon written notice in accordance with the provisions of the Master Agreement (contract) between the Board and the Association.

This completed form shall be stamped by the principal or his/her designee with the date and time it was submitted by the teacher and a copy shall be given to the teacher.

Employee Signature _____

PROFESSIONAL MEETING VERIFICATION REQUEST

Submit Before Attending Meeting (Submit in Triplicate)

EMPLOYEE SECTION

The employee must complete this form and submit it to his/her building administrator prior to attendance at a professional meeting. Please print clearly.

Name _____ Date Submitted _____
Building _____ Job Assignment _____
(High School, Elementary School) (Teach.-Prin.-Cust.)

Meeting _____
Location: (City) _____ (State) _____ (Zip) _____

Date(s) in Attendance _____
(Specify Day of Week and Calendar Date)

Reminder to Employee: An employee who intends to seek reimbursement for the approved costs associated with attendance at a professional meeting (1) must retain receipts for registration fees, for lodging expenses (single rate is to be shown unless sharing room with meeting attendee in which case shared rate is to be shown), for costs of meals (neither bar bills nor separately listed tips are reimbursable), for public transportation costs, for turnpike and parking fees; (2) must keep a record of mileage if a privately owned vehicle is used.

Signature of Employee: _____

BUILDING ADMINISTRATOR SECTION

This form is submitted to the building administrator so that he/she might make plans to provide a substitute for the employee if necessary. The signature of the building administrator acknowledges awareness of the date(s) on which the employee proposes to attend a professional meeting.

Signature of Building Administrator: _____ Date _____

SUPERINTENDENT SECTION

_____ Approved _____ Not Approved

Comments:

Signature of Superintendent: _____ Date _____

This completed form shall be stamped by the principal or his/her designee with the date and time it was submitted by the teacher and a copy shall be given to the teacher.

(revised 6/06)

FORM FOR VERIFICATION OF INTERNAL SUBSTITUTION

This is to certify that _____

Is entitled to be paid for taking:

Class _____

Study Hall _____

Period _____

Date _____

Reason _____

Regular Teacher _____

This completed form shall be stamped by the principal or his/her designee with the date and time it was submitted by the teacher and a copy shall be given to the teacher.

LORDSTOWN LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE GUIDELINES

The following shall constitute the guidelines for the Lordstown Local Professional Development Committee (LPDC).

1. Structure

There shall be one (1) LPDC for the Lordstown School District.

2. Membership

This committee shall consist of three (3) members of the LTA, each representing one of the schools if possible, and chosen by the LTA, and two (2) administrators identified by the Board of Education.

3. Terms of Office

Charter members of the LPDC shall serve terms in the following manner:

Two (2) members will serve a one-year term to run from September, 1998 to September, 1999

Three (3) members will serve a two-year term to run from September, 1998 to September, 2000.

Rotation placement of the original charter members shall be determined by lot. Thereafter, each member will serve a two-year term. This rotation of membership insures that at any one time the LPDC will consist of experienced members.

- a. A Chairperson shall be elected by a majority vote of the LPDC. With the exception of the charter members, this Chairperson shall serve a two-year term from September to September.
- b. A Secretary/Recorder shall be elected by a majority vote of the LPDC. With the exception of the charter members, this Secretary/Recorder shall serve a two-year term from September to September.
- c. Remaining members, with the exception of the charter members, shall serve two-year terms from September to September provided that this memorandum of understanding is still in operation.
- d. All members may opt to succeed themselves in new terms.

4. Vacancies

- a. If any LTA vacancy exists, it shall be filled by the LTA in accordance with procedures found within the LTA's Constitution and By-laws.
- b. If an Administrative vacancy exists, it shall be filled by the Board of Education.

5. Removal

- a. LTA members of the LPDC shall be removed from the Committee in accordance with procedures found within the LTA's Constitution and By-laws.
- b. The Administrative members of the LPDC shall be removed according to procedures established by the Board of Education.

6. Meetings and Remuneration

- a. The LPDC will meet during non-working hours monthly.
 - 1) Each LPDC member shall be compensated at the rate of \$26.00 per hour for actual meeting hours only, to be paid in a separate check four times per year from the Lordstown School District's portion of the local professional development block grant and/or the general fund.
 - 2) Clock hours for each member shall be kept by the LPDC Secretary/ Recorder.

3) The LPDC Secretary/Recorder will submit verification of these hours on the attached form to the Treasurer of the Lordstown Board of Education for compensation.

b. Meetings shall not be held whenever the Chairperson determines that scheduled business does not dictate the need for a meeting.

c. Release time in lieu of compensation will be granted to committee members if it is determined by the LPDC attendance at meetings is required or LPDC business must be conducted during the regular work day.

7. Training

a. Each LPDC member may also participate in professional development designed to prepare them for their role within the LPDC.

b. This professional development may be legitimately used by the LPDC member as a part of his/her own Individual Professional Development Plan.

8. Collaboration

The Lordstown School District's LPDC will have the opportunity to work collaboratively with other districts to develop procedures, forms, and policies to create efficient and effective opportunities for professional development for educators within the district.

9. LPDC Operational Guide

a. Additional mechanisms and procedures for the operation of the LPDC within the district will be created by the committee as necessary and communicated to all district educators.

b. It is recognized that the district LPDC will operate according to law and that the committee does not have authority to alter any law affecting the certification or licensure of educators.

10. Duration

This Memorandum of Understanding and any related policies and procedures may be altered by mutual agreement within thirty (30) days of the ratification of a new master contract.

LPDC Verification of Clock Hours

This is to certify that _____ has clocked _____ hours
(LPDC Member) (number)

outside of the regular work day during the period between _____ and
(date)

(date)

(LPDC Secretary/Recorder)