



12-02-15  
13-CON-01-1385  
1385-01  
K32800

**Lorain County Joint Vocational School**

**NEGOTIATED AGREEMENT**

**between the**

**LORAIN COUNTY JOINT VOCATIONAL SCHOOL  
BOARD OF EDUCATION**

**and the**

**LORAIN COUNTY JOINT VOCATIONAL SCHOOL  
TEACHERS' ASSOCIATION**

**July 1, 2013 through June 30, 2016**

## **TABLE OF CONTENTS**

ARTICLE I. – RECOGNITION .....	1
ARTICLE II. – NEGOTIATIONS PROCEDURES.....	2
ARTICLE III. – GRIEVANCE PROCEDURE .....	3
ARTICLE IV. – NO STRIKE CLAUSE .....	6
ARTICLE V. – BOARD RIGHTS CLAUSE.....	7
ARTICLE VI. – ASSOCIATION RIGHTS .....	8
ARTICLE VII. – REPRESENTATION AT CONFERENCE.....	11
ARTICLE VIII. – LEAVES .....	12
ARTICLE IX. – ACCESS TO PERSONNEL FILE.....	22
ARTICLE X. – JOB POSTINGS.....	23
ARTICLE XI. – WORK SCHEDULE .....	24
ARTICLE XII. – MEMBER EVALUATION .....	26
ARTICLE XIII. – MEMBER CONTRACTS.....	39
ARTICLE XIV. – LAYOFF AND RECALL.....	42
ARTICLE XV. – SENIORITY .....	45
ARTICLE XVI. – MISCELLANEOUS .....	47
ARTICLE XVII. – OCCUPATIONAL SAFETY AND HEALTH.....	48
ARTICLE XVIII. – SEVERANCE PAY .....	49
ARTICLE XIX. – FRINGE BENEFITS.....	51
ARTICLE XX. – SALARY .....	53
ARTICLE XXI. – PAYROLL DEDUCTIONS.....	59
ARTICLE XXII. – TUITION REIMBURSEMENT .....	60
ARTICLE XXIII. – STRS PICKUP .....	62
ARTICLE XXIV. – SEVERABILITY .....	63

ARTICLE XXV. – ENTIRE AGREEMENT CLAUSE..... 64

ARTICLE XXVI. – JVS FIRST YEAR ORIENTATION PROGRAM..... 65

ARTICLE XXVII. – JVS RESIDENT EDUCATOR PROGRAM ..... 66

ARTICLE XXVIII. – MASTER TEACHER COMMITTEE..... 68

ARTICLE XXIX. – DURATION..... 70

This contract made and entered into by and between the Lorain County JVS Board of Education, of Oberlin, Ohio, hereinafter referred to as the “Board” and the Lorain County JVS Teachers’ Association, an affiliate of the Ohio Education Association, all hereinafter referred to as the “Association” is effective July 1, 2013, except as otherwise specifically provided herein, as follows:

**ARTICLE I. – RECOGNITION**

- 1.01 The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all persons employed by the Board in the bargaining unit for the duration of the Agreement. The “bargaining unit” shall be comprised of all full-time or regular part-time certified personnel employed in the high school program by the Board including classroom teachers, long term high school substitutes assigned to one position for sixty (60) days or more, guidance counselors, nurses, intervention specialists, career education instructors, instructor-coordinators, recruitment/enrollment coordinator, recruitment/career education coordinator, career services coordinator, grant coordinator, public relations coordinator, full time adult business instructors hired before July 1, 2000. Excluded are the Superintendent, directors, principals, supervisors, and any other employee of the District who is granted the authority to evaluate teaching personnel (as defined in ORC 4117.01 F), substitute instructors and all Adult Career Center employees hired after July 1, 2000.
  
- 1.02 Neither the Board nor the Association shall take reprisals against any member of the bargaining unit for his (as used in this Agreement, the word “his”, “him,” or “he” shall refer to any member of the bargaining unit, regardless of gender) membership or non-membership in the Association or participation or non-participation in any of its lawful activities.

## ARTICLE II. – NEGOTIATIONS PROCEDURES

- 2.01 Negotiations for a new contract may be initiated at any time after March 1 of the year in which the contract is scheduled to expire. The first meeting shall be held not later than March 20 unless otherwise agreed by the parties. The parties shall exchange initial proposals at least five (5) days prior to the first meeting.
- 2.02 Any item to be negotiated shall be written in sufficient detail so that if agreement is reached such item can be included in the contract. New items may be added after the initial exchange of proposals only upon mutual agreement.
- 2.03 All negotiation sessions shall be in executive session unless the parties waive this Section in writing.
- 2.04 All negotiation sessions shall be held Monday through Friday during normal business hours for the first four (4) days and then on mutually agreed upon days and times.
- 2.05 Either party may caucus or call for adjournment at any time.
- 2.06 The Board shall furnish the Association’s negotiation committee, upon request and in reasonable time, both in preparation for and during negotiations, reasonable public information regarding financial resources of the District and such other information as is relevant to negotiations. The Association shall give the Board negotiating team all information on its proposals as may be relevant to negotiations.
- 2.07 Tentative agreement items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement.
- 2.08 The President of the Association shall sign the ratified agreement on behalf of the Association and the President of the Board shall sign the ratified agreement on behalf of the Board.
- 2.09 If agreement is not reached within thirty (30) days of the initial meeting provided for in Section 2.01, either party may request that the Federal Mediation and Conciliation Service (hereinafter “FMCS”) provide a mediator to assist the parties. The negotiating procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in Section 4117.14 of the Ohio Revised Code, which statutory time limits and procedure are hereby mutually waived. Mediation constitutes the parties’ mutually agreed upon final and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike provided that the procedures herein have been followed, mediation has been attempted, the collective bargaining agreement has expired, and the Association has given the Board and the State Employment Relations Board a ten-day prior written notice of an intent to strike.

## ARTICLE III. – GRIEVANCE PROCEDURE

### 3.01 Definitions

- A. “Grievance” shall mean a claim by a member(s) of the Bargaining Unit or the Association that there has been a violation, misinterpretation or misapplication of the Agreement.
- B. A “grievant” shall mean a member(s) of the Bargaining Unit, or the Association, who files a grievance.
- C. For the purposes of this Article only, the term “day” means school day, except when the school year has terminated in June, it shall mean any calendar day exclusive of Saturdays, Sundays and legal holidays.

### 3.02 Procedural Steps

A grievance shall be processed as follows:

- A. Informal Step - A bargaining unit member with a grievance must discuss the matter with his Principal in an attempt to resolve the problem without filing a formal grievance.
- B. Step One - Within twenty (20) days of the act giving rise to the grievance, the grievant must file the original grievance with his/her Principal on the designated form. (Appendix X) Within five (5) days of the Principal’s receipt of the grievance form, a meeting shall be held to discuss the grievance. The Principal’s written disposition shall be given to the grievant within five (5) days of the meeting.
- C. Step Two - If the grievant is not satisfied with the disposition of Step I, he must file his grievance with the Superintendent within five (5) days of the Step I disposition. The Superintendent and grievant shall meet within five (5) days to discuss the grievance and the Superintendent shall give the grievant his written response within five (5) days after the meeting.
- D. Step Three - If the Association is not satisfied with the disposition of Step II, the Association shall give a Notice to Arbitrate to the Treasurer within five (5) days of the Step II disposition.

The Association shall file an application for arbitration with the American Arbitration Association, hereinafter referred to as “AAA”. Upon receipt of the list from AAA, the parties shall select an arbitrator in accordance with the voluntary rules of AAA.

The arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties at the hearing. The decision of the arbitrator shall be binding on the Board, the Association and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, or alter any of the provisions of this collective bargaining contract. The arbitrator shall expressly

confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and the effect of law.

The fact that the parties have considered the grievance in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator as set out in this contract. The costs of arbitration shall be shared equally by the Board and the Association.

- E. The Association may withdraw a grievance at any level without prejudice with the exception of Step Three. At Step Three, consideration must be made for the AAA policy that states an arbitration must be cancelled thirty (30) days prior to the scheduled hearing date or fees will be due and payable. Should a grievance be withdrawn past the deadline, the Association will be responsible for all fees charged.

### 3.03 Time Limitations

- A. Grievance meetings shall be held after the normal school day, except by mutual agreement of the parties.
- B. In the event the grievant fails to timely file or serve the appropriate application the grievance is void and forever barred and if the grievant fails to proceed to the next step of the grievance procedure, whether or not the administration appropriately or timely files an answer, the grievance alleged is henceforth terminated and is resolved at the last response of the administration. Where the administration fails to file a timely response, the date on which such disposition was scheduled to be filed shall be the date of disposition and the grievance shall proceed to the next step of the grievance procedure.

### 3.04 Rights of Parties

- A. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.
- B. Grievance forms shall be exhibited in the appendix of this Agreement and it shall be the exclusive right of the Association to issue forms to grievants.
- C. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- D. The grievant has the right to Association representation of his/her choosing at all meetings and hearings involving the grievance.
- E. Nothing in this procedure is intended to prevent a bargaining unit member from discussing and resolving his complaints with his Principal without recourse to the grievance procedure.

- F. The President of the Association and the grievant shall each receive prior notice of any formal meeting under this procedure and a copy of the disposition made at any formal level of the grievance procedure.
- G. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant and shall not be recorded or included in any files used in the transfer, assignment, or promotion process.
- H. All grievances shall be filed at the lowest possible level. The lowest possible level means that the level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision. However, if the lowest possible level is above the Principal level, it will be filed first with the Deputy Superintendent as a Step One Grievance.

**ARTICLE IV. – NO STRIKE CLAUSE**

- 4.01 Neither the Association nor any individual member of the bargaining unit shall engage in any strike as defined in Section 4117.01 (H) of the Ohio Revised Code.
  
- 4.02 Individual members who are assigned work sites in any satellite school(s) shall not be required to work at the site during a legal strike. Instead such members will be assigned work elsewhere for the Board.

**ARTICLE V. – BOARD RIGHTS CLAUSE**

- 5.01 A. Unless the Board agrees otherwise in this collective bargaining agreement, the Board 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 of the United States, including but without limiting the generality of the foregoing, all the rights identified in O.R.C. 4117.08. These include:
1. Determine matters of inherent managerial policy that include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its over-all budget, utilization of technology, and organizational structure;
  2. Direct, supervise, evaluate, or hire bargaining unit members;
  3. Maintain and improve the efficiency and effectiveness of governmental operations;
  4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
  5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain bargaining unit members;
  6. Determine the adequacy of the work force;
  7. Determine the overall mission of the employer as a unit of government;
  8. Effectively manage the work force;
  9. Take actions to carry out the mission of the public employer as a governmental unit.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific express terms of this Agreement and State/Federal law.
- 5.02 All provisions of the Ohio Revised Code, rules and regulations of State agency, or of any bureau and its subdivisions, and of all laws and regulations of the United States and the regulations of any bureau and its subdivisions, shall apply to the Board and the Association. The Association, the bargaining unit members and the Board shall work together and cooperate with each other to have compliance with all of said statutes, laws and regulations.

## ARTICLE VI. – ASSOCIATION RIGHTS

- 6.01 Except where the rights enumerated under this article are mandated by law, no organization other than the LCJVSTA or individual who is seeking to represent the bargaining unit will be authorized to exercise any of the rights enumerated in this Article.
- 6.02 The Association will have the use of a reasonable size bulletin board in the faculty room, designated for Association business.
- 6.03 Upon request, representatives of the Association may make announcements during school faculty meetings.
- 6.04 The Association shall receive notification of all Board meetings and a copy of the agenda, including all attachments, financial documents, and committee minutes for each such Board meeting. Such agenda and attachments shall be sent to the Association President at the same time it is sent to the members of the Board.
- 6.05 The Association shall be given an opportunity to participate in orientation meetings for new members.
- 6.06 Upon following the usual building sign-in procedure, the Labor Relations Consultant shall have the right to meet with members of the bargaining unit so long as the meeting does not interfere with the education process or the duties of the members of the bargaining unit. Meetings with administrators shall be arranged in advance.
- 6.07 The Association shall have the right to use school equipment on school premises for the purpose of conducting Association business. The Association must either reimburse the Board or provide the supplies for use in or with school equipment. The Association will be responsible for the cost of repair or replacement of any school equipment damaged by Association use. The Association will have the right to use the school building at reasonable times without cost for meetings in accordance with the building use request form on file in the Principal's office. Not to exceed twelve (12) times per year and upon request of the Association, the teacher work day shall be shortened by up to thirty (30) minutes to allow general membership meetings of the Association in the building, provided such meetings are not scheduled in conflict with other previously scheduled meetings, or at any time when the meeting will disrupt the regular work activity of any professional staff member.
- 6.08 The Association shall have the right to place notices, circulars, and other materials in all members' mailboxes.
- 6.09 The Board will publish this contract on the Board's internet site and will provide a paper copy to the Association President.
- 6.10 The Board Policy manual will be published on the Board's internet site and the Board will provide a paper copy to the Association President.
- 6.11 The President of the Association will be provided the names of new bargaining unit members within five (5) days of hiring.

6.12 “Association Representative” shall mean any officer or wing representative of the LCJVSTA or an OEA staff person or, at Step III of the Grievance Procedure, an OEA attorney.

6.13 Fair Share Fee

A. The Association has a right to a fair share fee for all bargaining unit members who elect not to become or to remain members of the LCJVSTA.

1. Payroll Deduction of Fair Share Fee: The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the LCJVSTA, a fair share fee for the Association’s representation of such non-members during the term of this contract. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association’s work in the realm of collective bargaining.)

2. Notification of the Amount of Fair Share Fee: Notice of the amount of the annual fair share fee, shall be equal to one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about January 1, of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the employer agrees to promptly transmit, all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions will be presented by the Association to the Treasurer including: The amount, the list of names, the start date, and the end date.

B. All Fair Share Fee Payers: Payroll deduction of such annual fair share fees shall commence on the first pay date, which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year that are fair share fee payers, the payroll deduction shall commence on the first pay date on or after the later of:

i. Thirty (30) day employment in a bargaining unit position or

ii. January 15th

1. Transmittal of Deductions: The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

2. Procedure for Rebate: The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 C of the Revised Code and that the procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

3. Entitlement to Rebate: Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

4. Indemnification of Employer: The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any costs or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed:
  - b. The Association shall reserve the right to designate counsel to represent and defend the Board:
  - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action:
  - d. The Board acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

## ARTICLE VII. – REPRESENTATION AT CONFERENCE

- 7.01 A bargaining unit member, upon request, may be represented by the Association at any conference with an administrator which is for a verbal warning, verbal reprimand, written reprimand, suspension, recommendation for termination, recommendation for non-renewal or any matter other than evaluation as defined in Article XII that shall become a part of his permanent record. A teacher shall be informed of the right to representation before any meeting involving the above.

Any such conference shall be held at the end of the student day, unless it is mutually agreed to hold it at another time, and it shall be the bargaining unit member's responsibility to have an Association representative present if he so chooses. When the meeting is scheduled, the administrator shall notify the bargaining unit member if it is for one (1) of the reasons set forth above. At the request of the bargaining unit member, such meeting can be delayed for up to three (3) days except in those cases where there is a recommendation for termination.

- 7.02 No student and/or anonymous complaint will become a matter of record before the bargaining unit member in question is advised of the content of the complaint and given the opportunity for a meeting with the administration. Such meeting will be held within ten (10) school days of the initial complaint. The bargaining unit member has the right to have an Association representative present at the meeting. The bargaining unit member may request a subsequent meeting with the student in attendance. Any unfounded complaints as determined by direct Supervisor and/or Principal will not be documented in a bargaining unit member's file.

**ARTICLE VIII. – LEAVES**

8.01 Sick Leave/Bereavement Leave

- A. Sick Leave/Bereavement Leave may be used for absence due to personal illness, pregnancy, injury, exposure to a contagious disease which may be communicated to others, and for absence due to illness, injury or death in the bargaining unit member's immediate family.

Immediate family for this article shall be defined as the following:

Spouse

Siblings, including step siblings, sibling's in-laws, half siblings

Child, including step child

Parent, including parent in-law, step parent

Grandparent, including step grandparent

Grandchildren, including step grandchildren

Niece or nephew

Aunt or uncle

Court appointed foster child

Person for whom the bargaining unit member is a legal guardian

Any person who was directly and primarily responsible for raising the member

Anyone considered an integral person as part of the family

Upon request, the need for Sick Leave/Bereavement Leave shall be established to the satisfaction of the Superintendent or his Designee.

Reference ORC 3319.141

- B. The maximum accumulated sick leave shall be three-hundred forty-five (345) days.
- C. Any paid sick leave used for an absence due to pregnancy, a serious personal health condition or to care for a spouse, child or parent who has a serious personal health condition will be charged against allowable FMLA leave under Section 8.12.
- D. Sick Leave Donation
  - 1. In the event that a member of the bargaining unit is absent due to a catastrophic illness or the catastrophic illness of an immediate family member as defined by Section 8.01(A), and has exhausted all accumulated sick leave, any other member may donate a portion of accumulated sick leave to the ill member. For purposes of this Section, a catastrophic illness is the illness of a member which is certified by a doctor as requiring extensive leave for treatment, when failing to receive such treatment could be fatal. The Superintendent's decision on whether a member qualifies to receive donated sick leave is final.
  - 2. The donating member shall initiate the donation of sick leave by completing a form furnished by the Treasurer. The Treasurer will then notify the donee member of the offer of sick leave donation. Multiple offers of donation will be marked by the Treasurer by date received and will be offered to the ill member in order of date received.

3. The donated sick leave days will be added to the sick leave balance of the donee member as needed and will be deducted from the balance of the donor member.
  4. The donor must have a minimum of thirty (30) accumulated sick leave days before he can contribute.
  5. No member may receive more than sixty (60) days of donated sick leave per school year.
- E. Bargaining unit members using sick leave must document the absence by turning in to the supervisor/principal the appropriate form within fifteen (15) working days of returning to work, or the absence will be considered unauthorized and pay will be docked only after a member receives an e-mail notification of impending docked pay at least four (4) days prior to pay being docked.

Upon verbal or written notification from an Association member, the treasurer will work individually with the Association member who is experiencing or will be experiencing, an extended absence in order for the Association member to timely file certifications of absence forms.

- F. There shall be an attendance incentive for full-time bargaining unit members; this includes the non-use of sick leave. The incentive is as follows:

<u>Days Used</u>	<u>Incentive</u>
0	\$400.00
1	\$200.00
2	\$150.00

Bargaining unit members may choose to have the above incentive credited to a flexible spending account for the following school year.

## 8.02 Personal Leave

- A. A total of up to three (3) noncumulative personal leave days per working year is granted to each bargaining unit member. Except when prevented by an emergency, requests for personal leave must be made in advance.
- B. There shall be an incentive for full-time bargaining unit members; this includes the non-use of personal leave. The incentive is as follows:

<u>Days Used</u>	<u>Incentive</u>
0	\$400.00
1	\$200.00
2	\$150.00

Bargaining unit members may choose to have the above incentive credited to a flexible spending account for the following school year.

- 8.03 Sick leave and personal leave shall be used in  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$  or full day increments. A quarter day, half day and three quarter day shall be defined by the contractual day.

- 8.04 A pregnant bargaining unit member who is disabled from work as a result of such pregnancy may do any of the following:
1. Use sick leave under Section 8.01 for such disability; or
  2. Take unpaid leave for such disability; or
  3. Take a combination of paid sick leave and unpaid leave for such disability. An absence for pregnancy disability will be authorized as prescribed by the employee's physician. Any unpaid time used for pregnancy leave will be charged against allowable FMLA leave under Section 8.12.

- 8.05 Any absence by a bargaining unit member not exceeding a forty-five (45) minute class period will be approved by the direct supervisor or Principal upon the following:
- a. The absence will not result in an unsupervised class;
  - b. The bargaining unit member shall arrange for classroom coverage by another teacher;
  - c. The covering teacher will not seek compensation under Article 20.04.

Absences described above shall be used in a professional manner. Such absences will not be deducted from accumulated sick leave or salary. Such absences will occur no more than once a quarter.

#### 8.06 Other Leaves of Absence

A leave of absence is an extended absence from duty by a bargaining unit member for which written request has been made to the Superintendent and formal approval has been granted by the Board. Leaves of absence may be granted according to State statutes.

No employee will be awarded leave without pay until all other leave possibilities allowable under state law (ORC 3319.13, ORC 3319.14, ORC 124.386) are exhausted.

The member returning from any leave of absence, shall be returned to a position comparable to that held before leave; provided, however, that if any instructional staffing organizational problems require it, the member may be assigned to any other instructional position for which the member is certified/licensed.

The member shall not receive salary or fringe benefits for the period of his leave of absence. However, if possible, the member shall have the option of maintaining fringe benefits at his own expense.

The member shall notify the Superintendent at least ninety (90) days prior to commencement of a requested leave of absence under this Section. The member shall be notified at least thirty (30) days prior to the commencement of a requested leave of absence whether or not approval has been granted.

#### 8.07 Professional Meetings

It is necessary for the Superintendent to approve in advance, the attendance of each member of the bargaining unit at professional meetings. Bargaining unit members must apply in writing to their principal sufficiently in advance to permit inclusion of the request on the agenda of a Board

meeting held prior to the professional meeting for which the request is made for trips outside the State of Ohio.

#### 8.08 Sabbatical Leave

- A. Upon presentation to the Superintendent of a satisfactory plan for professional growth, as subsequently described, sabbatical leave shall be granted to eligible members of the bargaining unit, for a period of not longer than one (1) year.
- B. A satisfactory plan of professional growth shall:
  - 1. Be received not later than January 15 of the school year preceding that year for which the leave is requested.
  - 2. Provide evidence that a bargaining unit member is to be enrolled in a program that is demonstrated to result in substantial professional growth and provide substantial benefit to the Lorain County JVS.
- C. In order to be eligible for sabbatical leave, a member of the bargaining unit must have taught for five (5) consecutive school years in the District.
- D. A member of the bargaining unit on sabbatical leave shall receive no compensation from the Lorain County JVS but may continue all insurance pursuant to the provision of 8.10.
- E. The period of sabbatical leave shall be counted as teaching experience in making salary and seniority adjustments. Seniority will be granted for an experience that is representative of the member's assignment at the time of departure.
- F. A member of the bargaining unit, who successfully completes a plan for professional growth, shall be reinstated not later than the beginning of the following school year to his original position unless such bargaining unit member would be otherwise affected by the reduction in force provision.
- G. Sabbatical leave will only be granted if an adequate and qualified substitute can be located and hired.

#### 8.09 Assault Leave

- A. A bargaining unit member who is absent from work due to a physical disability resulting from a physical assault which occurred in the course of Board employment while performing Board approved duties shall be eligible to receive assault leave for the period of disability not to exceed ninety (90) school days.
- B. Accrued sick leave of the member of the bargaining unit shall be used for absence due to disability caused by an alleged assault until such time as the member has met responsibilities under this Section, and demonstrates to the Superintendent that he is eligible for assault leave. Upon the determination of eligibility, sick leave used for said disability shall be reinstated.
- C. A member of the bargaining unit desiring said assault leave shall file a notice with the Superintendent, which indicates the nature of the injury, the date of its occurrence, the

name of the individual(s), if known, causing the assault, the facts surrounding the assault, and a statement that the bargaining unit member has filed juvenile or criminal charges against the person(s) making the assault or has attempted to file such charges.

Said report shall be filed within one (1) day of the assault or, when the member is unable to file such notice because of disability due to the assault, as soon as he is able.

- D. The member of the bargaining unit shall provide a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment. In addition, the Board may require the member of the bargaining unit claiming more than ten (10) school days of assault leave to submit to a medical examination. If the Board requires such a medical examination, the full cost of the examination, including mileage reimbursement, shall be borne by the Board.
- E. Leave granted under this Section shall not be charged against sick leave earned or earnable under Section 8.01 or leave granted under any other Article of this Agreement.
- F. Assault leave will automatically terminate when a bargaining unit member is back to work or is put on STRS disability or retirement.
- G. A bargaining unit member required to appear in court as a result of having filed charges under Section 8.09(C) shall be entitled to assault leave, in addition to those days specified in Section 8.09(A), for each day such appearance is required. Any compensation received by a bargaining unit member for such appearance shall be signed over to the Board.

#### 8.10 Insurance Coverage for Bargaining Unit Members on Unpaid Leave

If permitted by the insurance carrier, bargaining unit members who are on an unpaid leave of absence may elect to continue coverage under any of the group insurance provided to bargaining unit members by paying the appropriate premium rate to the Treasurer on or before the 21st day of the month in which the premium is due.

##### Pro-rated Health Insurance Employee Share:

In situations when a bargaining unit member has exhausted all leaves prior to the end of a month, the bargaining unit member shall pay the Board's share of the health insurance cost for the remainder of that month on a pro-rated basis.

The cost will be computed based on the number of days scheduled vs. the number of days worked:

Example:

Days scheduled	20
Days worked	<u>- 10</u>
Days short	10

$10/20 = 50\%$

In this example the bargaining unit member will be responsible for fifty percent (50%) of the monthly health care.

## 8.11 Parental Leave

A bargaining unit member shall be granted upon request a parental leave of absence in order to care for a newborn or newly adopted child without pay or benefits on the following conditions:

- A. A written request for parental leave shall be filed with the Superintendent at least eight (8) weeks in advance of the expected date of birth or adoption. In the event the birth or adoption occurs earlier than expected, the leave shall commence on that date.
- B. In the school year that a leave commences, a parental leave may be taken to coincide with the ending of a nine-week grading period, a semester or school year at the option of the bargaining unit member. A parental leave may not go beyond the school year in which it commences. Parental leaves may not be renewed upon their expiration.
- C. Upon return from approved parental leave, the members shall be entitled to reinstatement to the same or similar position with the same contractual status that he held prior to the leave unless such member would be otherwise affected by the reduction in force provision.

## 8.12 Family and Medical Leave (FMLA Leave)

- A. The Board will follow all applicable laws and regulations with respect to administration of FMLA leave.

### Eligibility

- 1. An eligible bargaining unit member may take up to twelve (12) weeks of unpaid leave ("FMLA Leave") in any school year for one (1) or more of the following circumstances:
  - a. The birth of the member's child and to care for the child;
  - b. The placement of a child with a member for adoption or foster care;
  - c. To care for the spouse, child, or parent of a member when that family member has a serious health condition;
  - d. The member's inability to perform the functions of the position because of the employee's own serious health condition.
- 2. To be eligible for FMLA Leave, bargaining unit members must:
  - a. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
  - b. Have worked at least one thousand two hundred fifty (1,250) hours during the last twelve (12) months. Full time certificated/licensed members employed for the prior school year who did not have any leave of absence, paid or unpaid, are presumed to meet this requirement.

3. In cases in which the Board employs both the husband and wife, the total amount of FMLA Leave is twelve (12) weeks for the couple for the birth or placement of a child.
4. This provision does not limit or enlarge entitlement to paid or unpaid leave for which a member is otherwise eligible under this agreement. However, if a member is entitled to and takes paid sick leave for any of the circumstances set forth in Section (A)(1) above, the leave will be treated as and counted against FMLA Leave available under this Section and the member must comply with the requirements of this Section.
5. If a member elects to use Parental Leave under Section 8.11 leave shall not be available under this Section for the care of a newborn child or upon the placement of a child with the member for adoption.

B. Sick leave and FMLA leave shall run concurrently.

#### Notice

1. The member shall provide the Superintendent with no less than thirty (30) days prior written notice to take leave for the birth or placement of a child when the member's need for leave is foreseeable. If the member's need for leave is not foreseeable, written notice must be provided as far in advance as possible. Entitlement to leave for the birth or placement of a child expires twelve (12) months after the date of birth or placement.
2. Whenever the leave is necessitated by the serious health condition of the member or his family and is foreseeable based upon planned medical treatment, the member shall provide the Superintendent with no less than thirty (30) days prior written certification on a form to be provided by the District and issued by a health care provider to support his request for leave. If a member requires intermittent leave as set forth below, the member shall provide the Superintendent with no less than thirty (30) days prior written certification on a form to be provided by the District. If there is insufficient time to provide such notice because of the need for treatment, the member shall provide notice as early as possible.

C. Intermittent Leave and Reduced-Work Schedule

1. When medically necessary, a bargaining unit member may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the employee has a serious health condition. The member shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
2. However, where any bargaining unit member requests intermittent leave or leave on a reduced work schedule for purposes of a spouse, child, parent or the member's own serious health condition, and where the member should be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, such member must take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment.

D. Leave Near End of Semester

1. If a bargaining unit member begins any FMLA Leave more than five (5) weeks prior to the end of a semester, the Board may require the member to continue taking leave until the end of the semester if:
  - a. The leave is of at least three (3) weeks duration and
  - b. The return to employment would occur during the three (3) week period before the end of the semester.
2. If a member begins FMLA Leave for purposes of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences five (5) weeks prior to the end of the semester, the Board may require the member to continue taking FMLA Leave until the end of the semester, if:
  - a. The FMLA Leave is of greater than two (2) weeks duration and
  - b. The return to employment would occur during the two (2) week period before the end of the semester.
3. If a member begins FMLA Leave because of the birth or placement of a child or in order to care for a spouse, child or parent during the period that commences three (3) weeks prior to the end of the semester and the duration of the leave is greater than five (5) working days, the Board may require the member to continue to take leave until the end of the semester.

E. Medical Opinion

The Board retains the right, at its own expense, to require the member to obtain the opinion of a second health care provider designated or approved by the Board. If the second opinion is in conflict with the first, the Board may require, at the Board's expense, that the member obtain the opinion of a third health care provider who shall be mutually agreed upon by the employee and the Board. The third health care provider's opinion shall be final and binding regarding eligibility for a FMLA Leave.

F. Benefits

The Board shall maintain coverage under the group health plan for the duration of the FMLA Leave at the level and under the conditions that would have been provided if the member had continued to work and not taken leave. After the exhaustion of FMLA, the bargaining unit member shall make payment of the member's required contribution toward the premium. The payment must be made by the 21st day of the month in which the premium is due. The member shall not accrue sick leave or any other employment benefits during the leave period.

G. Return to Work

1. When the bargaining unit member is medically able to return to work after a serious health condition, he shall provide the Board with a statement from his

health care provider on a form prescribed by the District that the member is able to resume the job functions of his position.

2. At the end of a FMLA Leave, the Board shall restore a member to employment within a reasonable time according to the conditions set forth in Paragraph D. Upon return a member shall be entitled to reinstatement to the same or similar position with the same contractual status that was held prior to the leave unless such bargaining unit member would be otherwise affected by the reduction in force provision.
3. Should a bargaining unit member not return to work at the end of the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the leave or for circumstances beyond the member's control, the member shall reimburse the Board for the health insurance premiums paid by the Board during the FMLA Leave period. A member shall be required to support his claim of inability to return to work because of a continuation, recurrence, or onset of the serious health condition. Certification from the member's health care provider shall be provided in a timely manner and no later than thirty (30) days after the claimed inability to return.

H. A hyperlink to the FMLA website will be provided on the LCJVS web page.

#### 8.13 Jury Duty

Any bargaining unit member called to serve as a juror during the school year will receive full compensation from the Board for each school day the member serves as a juror provided that written proof of jury duty service as certified by the court's bailiff is presented to the Superintendent. Any compensation received by the member from the court for jury duty must be turned over to the Board. Time served for jury duty will not be charged to either sick or personal leave.

#### 8.14 Court Leave

- A. A bargaining unit member subpoenaed to be a witness in a court proceeding will receive full compensation from the Board provided a copy of the subpoena is presented to the Superintendent in advance of court leave. Time served as a witness under subpoena shall not be charged to either sick or personal leave.
- B. A member shall be granted leave to appear as a party or subpoenaed witness in a school district civil lawsuit or civil administrative proceedings where the witness' knowledge or information of relevant facts arose from his employment with the Board. For the purpose of this article, school related matter shall not include conflicts between employer and employee, or the employer and the association, or employee and employee.

#### 8.15 Association Leave

- A. The Association will be granted for each OEA Representative Assembly, not to exceed two (2) meetings annually, a maximum of three (3) days paid leave per meeting for the Association President or designated representative.
- B. The Association President and/or his/her designee will be granted up to two (2) days per school year to attend meetings of the Ohio Education Association or to conduct official

Association business. Association leave notifications shall be provided to the Principal by the LCJVSTA President at least twenty-four (24) hours in advance of the leave.

#### 8.16 Military Leave

- A. Bargaining unit members who are members of the Reserve Forces of the United States or the Organized Militia shall be entitled to leave of absence without loss of pay for such time as they are in military duty, as defined in ORC 5923.05, for periods not to exceed one (1) month in any one (1) calendar year; provided that said members furnish their employers, within a reasonable period prior to departure, with copies of their military orders, and upon return, evidence of satisfactory completion of such duty. One (1) month as defined in ORC 5923.05 is: twenty-two (22) 8-hour working days or one hundred seventy-six (176) hours within one (1) year. In addition the member will maintain his seniority in accordance with ORC 3319.14.
- B. Upon release from the military the member shall notify the Superintendent in writing. The member shall return to employment within thirty (30) days of the notification. Persons employed to replace a bargaining unit member on military leave must be employed with this understanding.

#### 8.17 Employer Initiated Leave

The Board may place a bargaining unit member on unrequested leave of absence pursuant to ORC 3319.13 for physical or mental disability. Additionally, the Superintendent may direct a bargaining unit member to be examined for fitness to perform the essential functions of his or her job by a qualified occupational health care professional organization selected by the Board at Board expense. Such teacher may have a hearing on such unrequested leave of absence before the Board of Education.

## ARTICLE IX. – ACCESS TO PERSONNEL FILE

- 9.01 A bargaining unit member shall have the right to review the contents of his personnel file upon request. A representative of the employee shall have access to said employee's personnel file when said employee requests such access. Should any bargaining unit member request that his personnel file be made accessible by any person other than himself, such bargaining unit member waives any claim that the Board or its agents disclosed the contents of the personnel file. The review of the file may only be done by the bargaining unit member with an administrator present.
- 9.02 A bargaining unit member shall be entitled to a copy of any material(s) in his or her file upon request at payment of the copying cost. Copying costs shall not exceed five cents (\$.05) per page.
- 9.03 A bargaining unit member shall be notified immediately of any request(s) to view the contents of the bargaining unit member's personnel file, except for the direct supervisor and offices of the principal, deputy superintendent, superintendent and treasurer. The bargaining unit member shall be notified of the time and date of examination and the identity, if given, of the person requesting to inspect his/her file. The bargaining unit member may be present when his/her file is viewed. A personnel file log will be maintained by the Superintendent's Office including the name of the bargaining unit member's file being requested, the identity of the individual examining the file, the date and time of the examination, and the reason for requested access (if provided). This information will also be logged within the member's personnel file.
- 9.04 Any materials not initiated by the member shall not be placed in a bargaining unit member's personnel file without prior notification. The bargaining unit member shall be given an opportunity to initial the material and shall be provided with a copy. Initialing of the material shall verify only that the material has been examined and shall not necessarily constitute agreement or approval. The bargaining unit member shall be entitled to attach a written rebuttal to such material within fifteen (15) school days of the time of initialing. Items entered into the personnel file will have a log date indicating entry date of material to the file. All items placed in the personnel file shall be identifiable as to origin.
- 9.05 Each bargaining unit member shall have the right to indicate those documents and/or other materials in his personnel file which he believes to be obsolete, untimely, inappropriate, and/or inaccurate. The bargaining unit member shall have the right to request such materials be removed from his personnel file. Such request shall be investigated and reviewed by the Superintendent. The Superintendent shall provide written reasons for not removing any requested materials from the employee's personnel file. If not satisfied, the bargaining unit member may appeal pursuant to ORC 1347.09.
- 9.06 Any material of disciplinary nature may be expunged from the personnel file upon written request to the Superintendent after three (3) years if there have been no other intervening disciplinary incidents of similar nature.

## ARTICLE X. – JOB POSTINGS

- 10.01 Notification of all vacancies for staff or administrative positions shall be made available to bargaining unit members at least five (5) calendar days prior to external posting of the position. The notifications shall take place by (1) electronically posting such notification of vacancies; and (2) sending such notification of vacancies to the President of the Association.
- 10.02 During the summer, postings of all newly created positions and all available vacant positions shall be e-mailed to each Bargaining Unit Member, posted on the Association bulletin board, and published on the LCJVS website.
- 10.03 A bargaining unit member must submit a letter of intent regarding his/her interest in transferring to a vacancy. A new position or different certification area may warrant the bargaining unit member to complete an application to the Superintendent or designee. The Association President shall receive a copy of internal transfers made. The Superintendent or designee shall notify the bargaining unit member of either acceptance or denial of the request.

Should a qualified bargaining unit member be denied a vacant position, a follow up letter shall be sent with an opportunity for further discussion with the Superintendent.

## ARTICLE XI. – WORK SCHEDULE

- 11.01 A. Except for those bargaining unit members at the Adult Career Center and at satellite schools whose work year shall conform to that of the local school, there shall be a maximum of one hundred eighty-four (184) days in the regular teacher contract with a maximum of one hundred eighty-one (181) student days. Any other days shall be teacher workshop days which shall include at least one-half (1/2) day at the end of each semester for record preparation.
- B. Any new member in the District shall have a first contract with a maximum of one hundred eighty-five (185) days, the additional day being for orientation.
- C. Should the Board be required by law to provide paid holidays for bargaining unit members, the required holidays will be placed on the school calendar without any additional compensation for bargaining unit members.
- D. Each bargaining unit member who is assigned additional days of work beyond the regular work year (184 or 185 days) shall be given a supplemental contract for such extended service and be paid at the bargaining unit member's per diem rate. A bargaining unit member may not use this Section to extend a work day. If a work day is to be extended it will be at a rate of twenty dollars (\$20) per hour not to exceed one hundred forty-five dollars (\$145).
- E. The Association will be given notice and an opportunity for input when any parent conference evenings are scheduled. Bargaining unit members required to attend such evenings shall be granted an equivalent number of hours of compensatory time off.
- 11.02 A. On Monday through Thursday, the teaching day in the high school day time program shall not exceed seven (7) hours and fifteen (15) minutes, including the one-half (1/2) hour lunch period. On Friday, or a day before a holiday, the teaching day in the high school day time program shall not exceed six (6) hours and fifty (50) minutes, including the one-half (1/2) hour lunch period. Full-time adult education instructors shall have a work year that shall not exceed the total number of hours per year in the high school daytime program. The seven (7) hours and fifteen (15) minute work day shall not be restricted to any clock hour schedule. The seven (7) hour§ and fifteen (15) minute work day will be continuous. The day will not begin more than one (1) period before the start of the regular school day nor will it extend more than one (1) period beyond the end of the regular school day. Acceptance of such an assignment will be voluntary.
- B. Any faculty meeting can be held within the school day.
- C. If a faculty meeting would exceed the school day listed in 11.02A, then the bargaining unit members shall be given twenty-four (24) hour notice and such meetings shall be limited to one (1) per month. A second meeting may be held and limited to one (1) hour to discuss curriculum/OTES with a one (1) week notice.
- D. Parent-teacher conferences may be scheduled after school hours if prior notice is given to the bargaining unit member. If a member has an irreconcilable conflict with a scheduled parent-teacher conference, the conference may be rescheduled at a mutually convenient time.

- E. The School District will hold no more than one (1) open house per school year at which attendance is mandatory. The required open house shall not exceed two (2) hours in duration. In addition, bargaining unit members may be required to be in attendance up to one-half (1/2) hour before the open house begins, and remain up to one half-hour (1/2) after it ends.
  - F. In addition to those meetings set forth in other Sections of this Article, no bargaining unit member shall be required to attend any meeting held outside the regular work day, except two (2) Advisory Committee/Partnership meetings per school year, or meetings necessitated by emergency. The two (2) Advisory Committee/Partnership meetings must be held more than two (2) months apart.
- 11.03
- A. Full-time bargaining unit members who are not assigned duties outside the school building will be granted one full period within the student day for the purpose of preparation (full-time members assigned duties outside the school building will be granted comparable preparation time during the work week).
  - B. If a bargaining unit member is requested and agrees to teach during his preparation period, he shall receive one-seventh (1/7<sup>th</sup>) the percentage of the per diem rate of BA step 0.
- 11.04
- A. If the District proposes a change in schedule beyond six (6) assigned periods and lunch assignments, the Board will negotiate the effects of such change with the Association prior to implementation.
  - B. Bargaining unit members may be required to perform building assignment duties within the building during a period unless they voluntarily perform other responsibilities during that period that meet with the approval of the administration. While it is recognized that the actual time and type of coverage may vary from period to period and location to location, the administration shall equitably and uniformly administer the building assignment.  
  
The Association President shall have an opportunity to meet with the Principal within the first two (2) weeks of school and provide input on the building assignment schedule.
- 11.05
- Class size shall not exceed twenty-seven (27) students to one (1) instructor for all academic classes after the first thirty (30) school days of each year, unless there are circumstances where a student will need the academic class for graduation.

## ARTICLE XII. – MEMBER EVALUATION

### 12.01 Evaluation Committee

- A. There will be a standing joint Board/Association evaluation committee, of equal representation, which shall meet annually for the purpose of regularly reviewing the procedures and processes of evaluation including the evaluation instrument, the effectiveness of the evaluation instrument, and the evaluation of teachers in the District.
- B. The evaluation procedures and timelines referenced herein shall not be altered in any way unless mutually agreed by the parties and subsequently ratified by each. The content of forms referenced herein can only be changed by mutual agreement of the joint Board/Association evaluation committee. Any other evaluation related form or document (e.g., rubric) shall also, remain unchanged unless amended in the same manner as for the forms specifically referenced in this Article.

### 12.02 Introduction

All Bargaining Unit Members will be evaluated using one (1) of the two (2) forms of evaluation system described below.

#### A. OTES

The State Board of Education recognizes the importance of evaluating teachers for the purposes of rewarding excellence, improving the quality of instruction students receive, improving student learning, strengthening professional proficiency, including identifying and correcting deficiencies, and for informing employment decisions. Each teacher will be evaluated according to Ohio Revised Code and the Evaluation Framework (see below) which is aligned with the *Standards for the Teaching Profession* adopted under state law. Each teacher will be evaluated using the multiple factors set forth in the State Board of Education's teacher evaluation framework.

- 1. These policies and procedures apply to District employees who meet one (1) of the following categories:
  - a. A teacher working under a license issued under Ohio Revised Code (ORC) Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
  - b. A teacher working under a permanent certificate issued under ORC 3319.222 as existed prior to September 2003 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
  - c. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least fifty percent (50%) of his/her time providing content-related student instruction; or
  - d. A teacher working under a permit issued under ORC 3319.301 who spends at least fifty percent (50%) of his/her time providing content-related student instruction.

2. Section 12.04 applies to these teachers.

B. Modified Danielson Evaluation System

1. The following evaluation system applies to Bargaining Unit members working under a license issued under Ohio Revised Code (ORC) Sections 2219.22, 3319.26, 3319.222 or 3319.226 who do not spend at least fifty percent (50%) of his/her time providing content-related student instruction.
2. The procedural requirements set forth in Section 12.03 shall be applicable only to those teachers not subject to the requirements of the Ohio Teacher Evaluation System (OTES) Evaluation procedure.
3. These Bargaining Unit Members shall follow the previously adopted modified Danielson Model for evaluation.

12.03 Modified Danielson Model

A. Application

The Modified Danielson Model applies to any Bargaining Unit Member who is not subject to the requirements of the Ohio Teacher Evaluation System (OTES) Evaluation procedure.

B. Evaluators

1. The evaluator will be designated by the building principal/adult director for all certified staff.
2. Persons authorized to conduct observations and evaluations are administrators hired by the Board, including principals, assistant principals, supervisors, and director of adult education.
3. Throughout this document the terms “certified staff” and “teacher” are used interchangeably and represent the “bargaining unit member.” Evaluation will cover professional responsibilities and job requirements.

C. Orientation

In the 2013-14 school year, an orientation will be held at the August Teacher In-service to introduce all components of the evaluation system, including procedures and forms. In the following years, all evaluation procedures, timelines and forms will be explained within the guide program. All teachers will be invited to attend this meeting. Schedule of Evaluation:

D. Evaluation Procedures

1. Schedule

- a. Each teacher will be evaluated according to Ohio Revised Code and the Evaluation Framework, which is aligned with the Standards for the Teaching Profession adopted under state law.

- b. District administrators shall conduct an evaluation of each teacher annually. Each evaluation shall include: 1) Two (2) cycles of formal observations and 2) Two (2) Classroom Walk-Throughs by the evaluator. All teacher evaluations shall be completed by May 1 and each teacher subject to this policy shall be provided with a written copy of the evaluation results by May 10.
- c. For those teachers who are on a limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for non-renewal, one (1) evaluation consisting of at least three (3) formal observations must be conducted annually by May 1. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by May 10.
- d. The procedures and timelines designated in the procedures are intended to supersede the provisions for evaluation provided in the Ohio's Revised Code (3319.111) and any other applicable state statutes.
- e. Evaluator, teacher and other designees will sign and date all forms where indicated. Upon completion of the formal written evaluation, the teacher will sign the evaluation documents. The teacher's signature does not mean agreement with the content of the evaluation; however, the signature does acknowledge receipt of the evaluation documents.

2. Observations

- a. All observations shall be announced.
- b. The first observation will occur by the end of the first semester. The second observation will occur by April 15.
- c. All observations will be preceded by a pre-observation conference between the evaluator and the teacher.
- d. The Pre-conference will take place within five (5) working days of the Observation. At the first Pre-conference the evaluator will review the entire evaluation process, timeline, and forms as outlined in the Evaluation Process Checklist (Form B). The teacher will complete a copy of the Class Profile (Form C), Instructional Plan (Form D), and shaded portions of Professional Responsibilities (Form E) (see Appendix B) prior to the Pre-conference.
- e. The teacher will update the evaluator of changes prior to being observed. The Formal Observation will be a minimum of thirty (30) continuous minutes in person.
- f. The Post Observation conference will take place within five (5) working days of the Observation:
  - i. The evaluator will complete the Teacher Observation Form (Form F) (see Appendix B) prior to the Post Observation conference and will be referenced in the Final Evaluation. The teacher will complete the Reflection section of the Instructional Plan (Form D) (see Appendix B) prior to the Post Observation conference.

- ii. The Professional Responsibilities Form (Form E) (see Appendix B) and any accompanying logs, will be reviewed by the evaluator during the Post Observation Conference and will be referenced on the Final Evaluation. Teachers may use their own documentation or those provided.
- iii. The Post Observation Form (Form H) (see Appendix B) will be completed during a collaborative conference of evaluator and teacher with input from each using the Observation Form (Form F) (see Appendix B) and teacher reflection on the lesson observed. Both forms will be attached to the Post Observation Form (Form H) (see Appendix B).
- iv. The evaluator will complete the Plan for Improvement section of the Post Observation Form (Form F) (see Appendix B) with input from the teacher. This plan will include suggestions for improvement and a timeline for completion.
- v. At the Post Observation Conference, following a minimum of two (2) Observations, the evaluator may designate the teacher for the Guided Assistance Plan. Such designation will be based on failure to follow, or insufficient progress on, suggestions and timeline in the Plan for Improvement section of the Post Observation Form (Form H) (see Appendix B).

### 3. Classroom Walk-Throughs

- a. There will be two (2) Classroom Walk-Throughs unless areas of ineffectiveness are identified on the Classroom Walk-Through Form (Form) (see Appendix B).
- b. A Classroom Walk-Through shall consist of at least ten (10) minutes and no more than twenty (20) minutes in duration.
- c. The Classroom Walk-Through Form (Form) (see Appendix B) will be shared and signed informally within two (2) working days of the Classroom Walk-Through. Further discussion can be scheduled at a mutually agreed upon time at the request of the teacher or evaluator.

### 4. Finalization of Evaluation

- a. The Evaluation Report is completed by the evaluator after the final Post Observation Conference. The Evaluation Conference will take place within ten (10) working days of the final Post Observation Conference. The deadline for this process is May 10.
- b. The Evaluation Report is shared with the teacher during the Evaluation Conference.
- c. The teacher and evaluator sign the Evaluation Report. The teacher, the evaluator, and the principal/adult director receive copies of the Evaluation Report including the Instructional Plan Form (Form D), the Professional Responsibilities Form (Form E), the Teacher Observation Form (Form F), and the Post Observation Form (Form H). Duplicate copies of the Evaluation Report and the Instructional Plan Form (Form D), the Professional Responsibilities Form (Form E), the

Teacher Observation Form (Form F), and the Post Observation Forms (Form H) will be placed in the teacher's personnel file. All supporting documentation will be kept on file by the evaluator. For those involved in the Guided Assistance Plan, the Guided Assistance Plan Form (Form J) and the Guided Assistance Plan Review Form (Form K) (see Appendix B) will be attached to the Evaluation Report also.

- d. The evaluator and teacher will collaborate on the Goal Form (Form I) (see Appendix B) during the Evaluation Conference. This will serve as the basis for the teacher's goals due each year by June 1.
- e. Following receipt of the Evaluation Report, a period of ten (10) working days shall be allowed for the teacher to respond in writing. The response will be attached to the Evaluation. Such response will be made prior to the transmittal of the document to evaluation files.

5. The Guided Assistance Plan

- a. The Guided Assistance Plan will be developed by the evaluator with input from the building principal/adult director, the teacher, and, if requested by the teacher, an Association representative. The Guided Assistance Plan will include the following: a.) Established goals that are specific and measurable; b.) Identification of strategies, resources and support to reach goals, and c.) Development of a timeline leading to the Evaluation.
- b. The Guided Assistance Plan will be reviewed at additional Post Observation Conferences by the evaluator, building principal/adult director, teacher, and, if requested, an Association representative. The evaluator will make one (1) of the following recommendations on the Guided Assistance Plan Review Form (Form K) (see Appendix B) based on this review:
  - i. Return to the regular evaluation process.
  - ii. Continue in the Guided Assistance Plan with a new timeline and additional suggestions developed. This will be reviewed at the Final Evaluation Conference.
- c. For those involved in the Guided Assistance Plan, following the Final Evaluation Conference the administration will make one (1) of the following determinations based on progress on the plan documented on the Guided Assistance Plan Form (Form J) (see Appendix B):
  - i. Awarding of a new contract.
  - ii. Awarding of a new contract with the continuation of a Guided Assistance Plan with a new timeline and additional suggestions developed.
  - iii. Non-renewal of contract.
  - iv. Termination of contract.
- d. Copies of the Guided Assistance Plan Form (Form J) and the Guided Assistance Plan Review Form (Form K) (see Appendix B) will be included in the teacher's Final Evaluation packet.

## 12.04 Ohio Teacher Evaluation System (OTES) Procedures

### A. Application

The OTES teacher evaluation system applies to any person who is employed under a teaching license or a professional or permanent teacher's certificate and who spends at least three (3) periods and/or fifty percent (50%) of the clock time employed providing student instruction. The OTES teacher evaluation does not apply to a person employed as a substitute

### B. Evaluators

1. The evaluator will be designated by the building principal/adult director for all certified staff.
2. Persons authorized to conduct observations and evaluations are the building principal, assistant principals, supervisors, and director of adult education.
3. All evaluators are credentialed evaluators who:
  - a. Possess the proper certification/licensure to be an evaluator;
  - b. Have been approved as an evaluator by the local Board of Education;
  - c. Have completed state-sponsored OTES training; and
  - d. Have passed the online assessment using the OTES Performance Rubric.

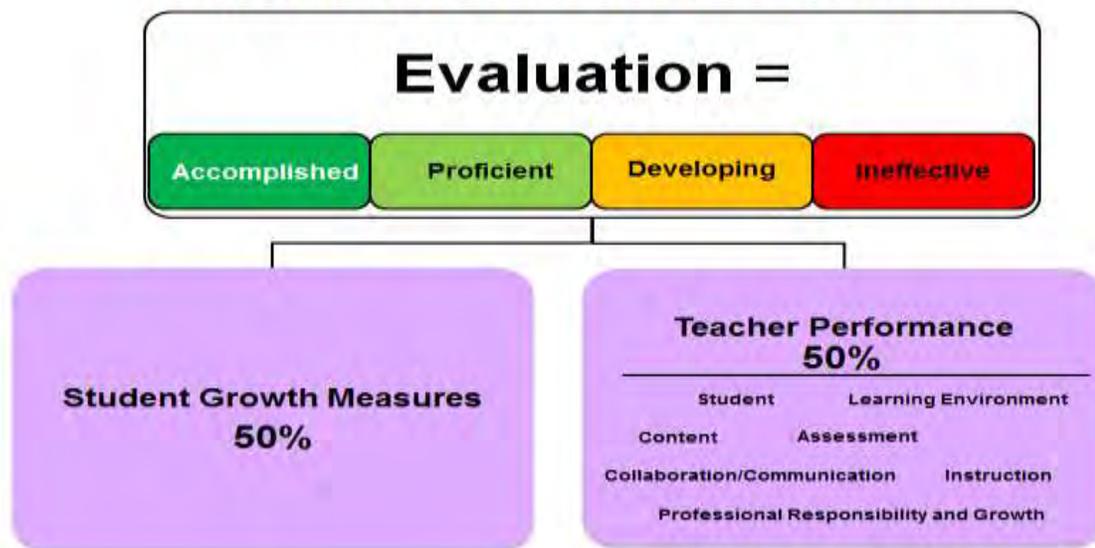
### C. Orientation

In the 2013-2014 school year, an orientation will be held at the August Teacher In-service to introduce all components of the OTES, including procedures and forms. In the following years, all evaluation procedures, timelines and forms will be explained within the guide program. All teachers will be invited to attend this meeting.

### D. Evaluation Procedures

1. Framework and Schedule
  - a. Each teacher will be evaluated according to Ohio Revised Code and the Evaluation Framework (see below) which is aligned with the Standards for the Teaching Profession adopted under state law.
  - b. Each teacher will be evaluated using the multiple factors set forth in the State Board of Education's teacher evaluation framework. The evaluation factors are weighted as follows:

# Evaluation Framework



- c. District administrators will conduct an evaluation of each teacher subject to this policy annually. Each evaluation shall include: 1) Two (2) cycles of formal observations and 2) Two (2) Classroom Walk-Throughs by the evaluator. All teacher evaluations shall be completed by May 1 and each teacher subject to this policy shall be provided with a written copy of the evaluation results by May 10.
  - d. The procedures and timelines designated in the procedure are intended to supersede the provisions for evaluation provided in Ohio's Revised Code (3319.111) and any other applicable state statutes.
  - e. Evaluator, teacher and other designees will sign and date all evaluation forms where indicated. The teacher's signature does not mean agreement with the content of the evaluation; however, the signature does acknowledge receipt of the evaluation documents.
2. Observations
- a. All observations shall be announced.
  - b. The first observation will occur by the end of the first semester. The second observation will occur by April 15.
  - c. All observations will be preceded by a pre-observation conference between the evaluator and the teacher.
  - d. The Pre-conference will take place within five (5) working days of the Observation. At the first Pre-conference the evaluator will review the entire evaluation process, timeline, and forms as outlined in the OTES Evaluation Process Checklist (See Appendix A). Prior to the Pre-conference, the teacher will prepare the Instructional Plan: Pre-Conference Discussion Guide Form (Form A) (See Appendix A).
  - e. The teacher will update the evaluator of changes prior to being observed. The Observation will be a minimum of thirty (30) continuous minutes in person.

- f. The Post Conference will take place within five (5) working days of the Observation:
  - i. The evaluator will complete the OTES Scoring/Evidence Template (Form B) (See Appendix A) prior to the Post conference. The teacher will prepare the Instructional Plan: Post Conference Discussion Guide Form (Form A) (See Appendix A) prior to the Post conference.
  - g. The Professional Responsibilities Form (Form E) (See Appendix A), and any accompanying documentation, will be reviewed by the evaluator throughout the observation process. Teachers may use their own documentation or those provided.
  - h. The Post Conference Plan (Form D) (See Appendix A) will be completed during a collaborative post conference of the evaluator and teacher with input from each using the OTES Scoring/Evidence Template (Form B) and the Teacher Reflection on the Instructional Plan: Post Conference Discussion Guide Form (Form A) (See Appendix A). Areas of reinforcement and refinement will be identified and suggestions for improvement and a timeline for completion will be included.
- 3. Classroom Walk-Throughs
  - a. There will be two (2) Classroom Walk-Throughs unless areas of ineffectiveness are identified on the Classroom Walk-Through Form (Form C) (See Appendix A).
  - b. A Classroom Walk-Through shall consist of at least ten (10) minutes and no more than twenty (20) minutes in duration.
  - c. The Classroom Walk-Through Form (Form C) (See Appendix A) will be shared and signed informally within two (2) working days of the Classroom Walk-Through. Further discussion can be scheduled at a mutually agreed upon time at the request of the teacher or evaluator.
- 4. Performance Assessment/Teacher Performance Evaluation Rubric:
  - a. Using the OTES Scoring/Evidence Template (Form B) (See Appendix A), the evaluator will compile data from information obtained from the Instructional Plans (Form A) (See Appendix A), Pre and Post Conference Discussions, the OTES Scoring/Evidence Template (Form B), the Classroom Walk-Through Forms (Form C), the Post Conference Plans (Form D), and the Professional Responsibilities Form (Form E) (See Appendix A) to assess teacher performance.
  - b. The evaluator will use the evidence to determine the rubric rating using the Teacher Performance Evaluation Rubric (See Appendix A).
  - c. The completed OTES Scoring/Evidence Template (Form B) in conjunction with the Teacher Performance Evaluation Rubric will be used to determine the Cumulative Performance Rating on the Final Summative Rating Form (Form F)

(See Appendix A). The cumulative performance rating will be calculated by first assigning a numerical value to each identifier (Accomplished = 4, Proficient = 3, Developing = 2 and Ineffective = 1), then by adding all the numerical values, and dividing by the total to calculate the rating (.5 and above rounds up to the next numerical number).

5. Student Growth Measures

- a. The Student Growth Measure (SGM) is a measure of a teacher's impact on student learning within a given interval of Instruction. The SGM framework is designed to generate an effectiveness measure that will be utilized in the Ohio Teacher Evaluation System.
- b. The Student Learning Objective (SLO) is a measureable, long-term academic goal informed by available data that an educator or team of educators sets at the beginning of the year for all students with tiered targets for subgroups of students.
- c. Teachers will develop a minimum of two (2) with a maximum of four (4) SLOs which are representative of the teacher's schedules and proportional and representative of the student population. The SLO will be written for the courses that are the core or majority of teacher's schedule.
- d. The teacher will attempt to gather the two(2) relevant data points based on the interval of instruction, before or after, an extended leave of absence of six (6) weeks or greater.

6. Student Learning Objective (SLO) Committee

- a. The SLO Approval Committees will be comprised of a minimum of three (3) Association members and an Administrator. These subgroups will be members of the evaluation committee.
- b. Using the SLO Template Checklist (Form G), SLO Template Checklist with Approval Data (Form H) (See Appendix A) and supporting evidence, teachers will submit completed SLO documents to the SLO Approval Committee by October 10.
- c. If a consensus for approval or non-approval of the SLO, is not achieved by the SLO Approval Committee, the SLO will be assigned to another SLO Approval Committee.
- d. If the SLO is not approved, additional supporting materials may be requested and the educator will have ten (10) working days to complete the requested revisions and then resubmit the SLO. Materials may include the student needs assessment, baseline and trend data, and assessments used in the SLO.
- e. After the SLO is approved, the teacher is responsible for compiling and maintaining the evidence for the final scoring process. The post assessment must be completed by the last scheduled student day to ensure that the teacher evaluation is completed in accordance with the time frames established by law.

- f. The teacher will administer periodic formative assessments to determine progress toward the growth target(s) throughout the school year.
  - g. The teacher and evaluator will monitor progress toward growth target(s) through mid-year check meetings to be completed by February 1.
  - h. Beginning the 2014-15 school year, the teacher will submit the previous years' results to the evaluator using the SLO Scoring Template (Form I) (See Appendix A) by the first preconference.
  - i. The reported numerical rating will be calculated using the three (3) previous years' reported SLO numerical ratings. The rating will be calculated by averaging the three (3) previous years' numerical ratings (.5 and above rounds up to the next numerical number). The applicable verbal descriptor which corresponds to the numeric rating will be the SLO Rating.
7. The Final Summative Rating and Finalization of Evaluation
- a. The teacher's performance rating, as established in Section 12.04(4), will be combined with the SLO rating (obtained from the SLO scoring template) to produce a final summative rating of teacher effectiveness as depicted in the following matrix below:

## Evaluation Matrix

		Teacher Performance			
		ACCOMPLISHED	PROFICIENT	DEVELOPING	INEFFECTIVE
Student Growth Measures	Above	Accomplished	Accomplished	Proficient	Developing
	Expected	Proficient	Proficient	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

- b. The Final Summative Rating Form (Form F) (See Appendix A) will be completed by the evaluator by May 1.
- c. The Final Summative Rating will be shared with the teacher during the Evaluation conference and noted in the formal written evaluation report.
- d. No later than May 10, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.

- e. The teacher and evaluator shall sign the formal written evaluation report, including the Final Summative Rating Form (Form F) (See Appendix A). The teacher, the evaluator, and the principal/adult director receive copies of the formal written evaluation report, including the Final Summative Rating Form (Form F), the completed OTES Scoring/Evidence template (Form B) and the completed SLO Scoring Template (Form I) (see Appendix A). Duplicate copies will be placed in the teacher's personnel file. All supporting documentation will be kept on file by the evaluator.
- f. Following receipt of the Evaluation Report, a period of ten (10) working days shall be allowed for the teacher to respond in writing. The response will be attached to the Evaluation. Such response will be made prior to the transmittal of the document to personnel files.
- g. A teacher receiving an effectiveness rating of Accomplished on the Final Summative Rating shall be evaluated every two (2) years.
- h. By May 30 each year the District will submit the final summative rating of teacher effectiveness to the Ohio Department of Education. The report shall only include the following information: the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating.

8. Professional Development Plans

Teachers must develop Professional Growth or Improvement Plans based on the Evaluation Matrix.

- a. For the purposes of this agreement, Professional Growth and Improvement Plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.
- b. Professional Growth and Improvement Plans shall describe the specific performance expectations, resources and assistance to be provided.
- c. Professional Growth and Improvement Plans for a school year shall be developed using the Professional Growth Plan Form (Form J) or the Improvement Plan Form (Form K) (See Appendix A) and submitted to the evaluator no later than June 1.
- d. Upon completion, these forms will be placed in the teacher's personnel files.
- e. The Board shall provide for professional development and for the allocation of financial resources to accelerate and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in this agreement.
- f. For the 2013-2014 school year, teachers will develop a Professional Growth Plan based upon the evaluation process only. Beginning with the 2014-2015 school year, Professional Growth and Improvement Plans shall be developed as follows:

### Professional Growth Plan

- i. Teachers with above expected levels of student growth will develop a Professional Growth Plan for continuous professional growth and may choose their credentialed evaluator for the evaluation cycle.
- ii. Teachers with expected levels of student growth will develop a Professional Growth Plan collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle.

### Improvement Plan

- i. Teachers with below expected levels of student growth will develop an Improvement Plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the Improvement Plan.
  - a. A Professional Improvement Plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth. The purpose of the Improvement Plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support.
  - b. The Improvement Plan will be developed by the evaluator with input from the building principal/adult director, the teacher, and, if requested by the teacher, an Association Representative.
  - c. The Improvement Plan will include the following: a.) Established goals that are specific and measurable; b.) Identification of strategies, resources and support to reach goals, and; c.) Timeline for completion.

### 9. Evaluation of Improvement Plan

- a. The Improvement Plan will be reviewed at Post Conferences by the evaluator, building principal/adult director, teacher, and, if requested, an Association representative. The evaluator will make one (1) of the following recommendations on the Improvement Plan Review Form (Form L) (See Appendix A) based on this review:
  - i. Return to the regular evaluation process.
  - ii. Continue in the Improvement Plan with a new timeline and additional suggestions developed. This will be reviewed at the Final Evaluation Conference.
- b. For those involved in the Improvement Plan, following the Final Evaluation Conference the administration will make one (1) of the following determinations based on progress on the plan documented on the Improvement Plan Form:
  - i. Awarding of a new contract.

- ii. Awarding of a new contract with the continuation of an Improvement Plan with a new timeline and additional suggestions developed.
- iii. Non-renewal of contract.
- iv. Termination of contract.

10. Personnel Action Requirements:

- a. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three (3) years of data have been collected and three (3) evaluation cycles have been completed. Student growth measures data derived from assessments taken in one (1) school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.
- b. The first year of collected data for the evaluation procedure shall be derived from student growth measure scores from assessments taken in the school year following the effective date of this agreement. The first evaluation cycle shall be completed by May 1 of the second school year following the effective date of this agreement. An evaluation cycle shall not be completed until all teachers have been provided a written report of the results of the evaluation.
- c. Seniority shall not be the basis for making decision to retain teachers, or for the purposes of determining layoff and recall from layoff, except when choosing between teachers who have comparable evaluations as set forth in the collective bargaining agreement.
- d. For the year prior to the completion of the first evaluation cycle, the District shall assign a level of Proficient for all teachers for purposes of eTPES reporting.

### ARTICLE XIII. – MEMBER CONTRACTS

- 13.01 Individual member contracts shall contain the following:
- A. Type of contract – limited or continuing
  - B. Name of member
  - C. Number of pay periods
  - D. Exact annual salary
  - E. Exact number of workdays and beginning and ending dates of contract.
- 13.02 A. Bargaining unit members first employed by the Board after June 1, 2010, shall receive a one (1) year limited contract for the first three (3) years of employment.
- B. Bargaining unit members who are employed and who have three (3) years teaching experience with the Board, have a four (4) year provisional certificate, or five (5) year license and have taught satisfactorily shall receive a two (2) year limited contract. Upon subsequent reemployment, such members shall receive a three (3) year limited contract.
- 13.03 A. A continuing Contract may be awarded to a member holding a professional permanent, or life teacher’s certificate or any teacher holding a professional educator license who has completed the applicable one of the following:
- 1. If the teacher did not hold a masters degree at the time of initially receiving a teacher’s certificate under former law or an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;
  - 2. If the teacher held a masters degree at the time of initially receiving a teacher’s certificate under former law or an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.
- B. A continuing contract may be awarded to any member initially issued an educator license on or after January 1, 2011 who has never held a teacher’s certificate and has held a professional educator license, senior professional educator license, or lead professional educator license issued under Section 3319.22 of the Ohio Revised Code for at least seven (7) years, who has completed the applicable one (1) of the following:
- 1. If the teacher did not hold a master’s degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
  - 2. If the teacher held a master’s degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or

in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

- C. For a bargaining unit member who has not previously acquired continuing contract status elsewhere to receive consideration for a continuing contract in April of any year, the bargaining unit member shall (1) have taught for the Board in secondary education for at least five (5) years, and (2) submit evidence of training/experience together with a written request for consideration for continuing contract status not later than April 1 of that year, or consideration by the Board for a continuing contract shall be delayed until the succeeding April. This Section, 13.03(C), supersedes ORC Section 3319.11 to the extent of any conflict.
- 13.04 Termination of any teaching contract, limited or continuing shall be in accordance with State statutes.
- 13.05
- A. If a member's immediate administrator intends to recommend the non-renewal of that member's limited contract to the Superintendent, he must have a conference with the member on or before April 1 to explain the professional deficiencies in the member's job performance.
  - B. If the Superintendent intends to recommend the non-renewal of a bargaining unit member's limited contract, he shall have a meeting with the member at least two (2) weeks prior to the Board meeting at which the recommendation will be made. If the member requests, the Superintendent will provide the member with the reasons, in writing, for such recommendation.
  - C. At least four (4) calendar days prior to the scheduled Board meeting to act on the Superintendent's recommendation, the bargaining unit member may request an opportunity to meet with the Board in executive session prior to such action. At this time, the teacher will be given fifteen (15) minutes to make a presentation to the Board as to why his contract should be renewed.  
  
The Board may act on the contract in public session immediately after the executive session or at its next meeting, whether regular or special. Should the Board and the member mutually agree to wait until the Board's next meeting, the member modifies his right to notice of nonrenewal on or before April 30 to the right to notice of nonrenewal on or before May 31.
  - D. The member may be represented by the Association at any meeting with the Superintendent or Board under this Section.
  - E. The provisions contained in this Section are intended to replace and supersede the procedures for nonrenewal of limited contracts under the Ohio Revised Code.
- 13.06 If the Board determines that it may eliminate a two (2) year program, the Superintendent shall notify the instructor and his supervisor in a conference that the program is in jeopardy. If the Board does decide to eliminate the program, it shall retain the program and the instructor at full salary for as long as necessary to complete the program's education for pupils currently enrolled in that program. At the conclusion of the phase out process, the Board may close the program and suspend the bargaining unit member's contract.

- 13.07 All bargaining unit members new to the District shall be conditionally employed until the Board receives the results of a criminal records check through the Ohio Bureau of Criminal Investigation and the Federal Bureau of Investigation. During the period of conditional employment, the new employee shall be considered a member of the bargaining unit represented by the Association and entitled to all provisions of this Agreement. If the criminal records check indicates the employee does not qualify for employment, the individual will be informed he is being released immediately from employment because of failure to satisfactorily meet the terms of the conditional employment. No individual released from conditional employment under this Section, nor the Association or any other agency or individual acting on the member's behalf, shall have the right to bring a grievance, request arbitration or initiate any other legal proceeding against or involving the Board to contest a member's release from conditional employment pursuant to Ohio Revised Code §3319.39 (B) and this Section.
- 13.08 All supplemental contracts shall automatically expire on the last day of June in the school year for which they were issued. This supersedes the provisions for supplemental contract non-renewal provided in Ohio's Revised Code (§3319.01, 3319.08, 3319.12, and 3307.37) and any other applicable state statutes.

## ARTICLE XIV. – LAYOFF AND RECALL

### 14.01 Reasons for Reduction In Force

The Board may reduce the number of teaching positions by suspending contracts for reasons set forth in accordance with ORC 3319.17.

### 14.02 Procedure

Should it be deemed necessary by the Board to reduce the number of teaching positions, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure of Article 12 of this agreement. Suspension of contracts shall be recommended by Certification/Licensure area and an order based on the following:

- A. First, the number of persons affected by a layoff will be kept to a minimum by not employing a replacement for a bargaining unit member who dies, retires, resigns, or has limited contract non-renewal.
- B. Second, where a layoff cannot be achieved through attrition, limited contract teachers shall be reduced first utilizing the following order:
  - 1. Certification/Licensure within the affected teaching field
  - 2. Comparable evaluations as defined in this Agreement
  - 3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
- C. Third, should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, only then shall continuing contract teachers be reduced utilizing the following order:
  - 1. Certification/Licensure within the affected teaching field
  - 2. Comparable evaluations as defined in this Agreement
  - 3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
- D. Using the exclusive criteria in this provision, the District will establish the order in which the members' contracts are suspended and will recall members in reverse order in accordance with the recall provisions of this Article.
- E. Until a new evaluation process that complies with HB 153 is negotiated and has been fully implemented for at least three (3) years, all evaluations will be deemed comparable.
- F. The seniority list will be compiled and presented to the Association President by September 30 of each year.

### 14.03 Comparable Evaluations

- A. The definition of the term “comparable,” as applied to teacher evaluations included in this Section, shall only be applicable after a new evaluation system that complies with HB 153 has been fully implemented for at least three (3) years.

- B. All teachers within the District shall be deemed to have comparable evaluations except as defined otherwise in this Section.
- C. Upon full implementation of the new evaluation system, and with at least three (3) full years of student growth data, in the event a teacher is rated “ineffective” for three (3) consecutive years, such teacher shall no longer be considered comparable to the rest of the bargaining unit for purposes of a reduction in force. However, should such a teacher receive a rating above “ineffective” in any given year, such teacher shall be deemed comparable with the rest of the bargaining unit.
- D. A transfer or change of position of any kind, including, but not limited to, any transfer to a non-primary area of Certification/Licensure, shall require the consideration of an additional two (2) years of evaluation data before any determination that the teacher is non-comparable to the rest of the bargaining unit can be made.

#### 14.04 RIF Notice Timelines

- A. When a layoff is contemplated the Superintendent will notify the Association of such contemplated action at least thirty (30) days prior to any such action by the Board. The notice shall be in writing and will include the reason(s) for the RIF, a list of both the positions to be reduced and the persons to be laid off, as well as the anticipated effective date of such layoff.
- B. Within seven (7) days of receipt of such notice, the Association may request a meeting with the Superintendent and may present any information it feels is relevant to the contemplated action of the Board.
- C. A bargaining unit member who is scheduled to be laid off shall be notified in writing of the intended contract suspension at least twenty-one (21) days prior to Board action.
- D. No reduction in force for the following school year shall be implemented after April 30<sup>th</sup>. This shall be the only time a RIF shall be implemented.

#### 14.05 Insurance

Insurance coverage(s) may be continued for a two (2) year period for laid off member provided the employee pays the full amount of the premium for such coverage on or before the 21st day of the month in which the premium is due in accordance with the procedures established by the Treasurer.

#### 14.06 Recall

- A. A bargaining unit member who has had his contract suspended in a layoff shall be entitled to recall through an offer of reinstatement during the period such member retains recall rights.
- B. A continuing contract bargaining unit member shall retain recall rights indefinitely subject to the provision of 14.06(F).

A limited contract bargaining unit member shall retain recall rights for two (2) years from the effective date of layoff.

Once a limited contract bargaining unit member’s recall rights have expired, his contract with the Board shall be considered terminated.

- C. Recall shall be made by an offer of reinstatement to the most senior bargaining unit member holding certification/licensure in the field in which a position becomes available, giving preference to continuing contract teachers over limited contract teachers.
- D. A notice of reinstatement shall be made by certified United States mail, return receipt requested. To be eligible for an offer of reinstatement, the bargaining unit member must keep the Board informed of his current address and telephone number.
- E. Each bargaining unit member shall be responsible for having all areas of certification/licensure on file with the Board.
- F. Rejection of an offer of reinstatement, failure to accept such an offer within three (3) weeks of postmark date of a certified letter, or the return of the offer by the postal department because of an incorrect address, or the failure of the bargaining unit member to pick it up shall result in a waiver of all rights under this Article.
- G. Should the Board decide to nonrenew a suspended limited teaching contract of a bargaining unit member for reasons other than the reduction in force, such member will lose all reinstatement rights at the expiration of such contract. The notice of intent to recommend nonrenewal shall notify such member that he will lose all recall rights.
- H. A bargaining unit member who has been laid off will be placed on the Board's substitute rolls for the period such member retains recall rights.
- I. A bargaining unit member, who has been laid off and is certificated for the position available, will be considered for part-time positions that become available during the period such member retains recall rights.
- J. A laid off bargaining unit member who either accepts or refuses substitution or a part-time job shall not waive recall rights under Section 14.06. The Board shall cooperate with the State Bureau of Employment Services in cases of each suspended member.

#### 14.07 Reinstatement

- A. All benefits to which a bargaining unit member was entitled at the time of the suspension of his teaching contract will be restored to him upon his reinstatement. He will be placed on the proper step of the salary schedule for his current position according to his experience and education. A member of the bargaining unit will not receive salary increment credit for time spent on layoff.
- B. Where a bargaining unit member has had a multi-year limited teaching contract suspended prior to its expiration and he is reinstated prior to the expiration of such contract, he shall hold a limited teaching contract for the remainder of the term of that contract.
- C. Where a bargaining unit member is suspended at the expiration of a limited teaching contract or where such contract expires during a suspension and the bargaining unit member is subsequently reinstated, such reinstatement shall be on the basis of a limited teaching contract for one (1) year. Therefore, the bargaining unit member will return to the contract schedule in Section 13.02.

## ARTICLE XV. – SENIORITY

### 15.01 Definition

- A. Seniority shall be defined as the total length of continuous service within the LCJVS school district.

### 15.02 Procedure for Calculating Seniority

- A. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- B. Seniority shall accrue for all time an employee is on active pay status, and on a Board approved teaching or studying leave of absence, or is receiving worker's compensation benefits.
- C. Time spent on inactive pay status (unpaid leave, disability, or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- D. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full time standard.
- E. Part-time employees shall accrue seniority pro-rated against the minimal full-time standard.
- F. No employee may accrue more than one (1) year of seniority in any work year.

### 15.03 Equal Seniority

- A. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.
- B. Ties in seniority shall be broken by the following method to determine the most senior employee:
  - 1. The employee with the first day worked shall be deemed most senior.
  - 2. If a tie persists, then the employee with the earliest date of employment determined by the date of the meeting at which a Board resolution to hire was passed, shall be deemed most senior.
  - 3. If a tie persists, then the most senior employee shall be determined by application date.

### 15.04 Super Seniority

- A. For RIF purposes only, employees under continuing contract shall have greater seniority than employees under limited contracts and be given preference in descending order of seniority.

### 15.05 Loss of Seniority

- A. Seniority shall be lost when an employee retires or resigns or is discharged.

15.06 Posting of Seniority List

- A. The seniority list will be compiled and presented to the Association President by September 30<sup>th</sup> of each year.
- B. The seniority list shall include a list of all teaching employees of the District, including those on any type of leave, indicating all areas of certification, license, the first day worked, the date of the Board resolution to hire, date of application, and the contract status (limited/continuing) of each employee. The names of the persons on the seniority list shall appear in seniority rank order with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom.
- C. Each individual staff member shall have twenty (20) calendar days from the date of posting to authenticate the validity of all data pertaining to his/her seniority status. Any errors must be brought to the attention of the Superintendent in writing within the twenty (20) calendar day period. The Superintendent shall investigate all reported inaccuracies, make adjustments as may be in order, and post an updated list immediately. No protest shall be considered after twenty (20) calendar days of the posting of the seniority list and the list shall be considered as final until the next posting.

**ARTICLE XVI. – MISCELLANEOUS**

- 16.01 The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.
- 16.02 Upon the request of any member, the Superintendent or his designee shall provide necessary forms and documents required to enable a member to file a claim for Workers' compensation.
- 16.03 By January 15<sup>th</sup> annually, the Superintendent and/or his designee and the Association President and/or his designee shall meet to develop at least two (2) alternative school year calendars. Upon completion of the two (2) alternatives, employees shall be polled regarding the calendars, with one (1) representative from the Association and one (1) representative of the Administration tallying the results. The calendar receiving the most votes will be recommended to the Board by the Superintendent.
- 16.04 A labor-management committee will meet on a regular basis during the school year. The committee shall meet according to procedures agreed upon by the Superintendent and the Association.
- 16.05 Mileage reimbursement for school travel shall not be less than the most current mileage rate accepted by the Internal Revenue Service for deduction of automobile expense for business purposes.

## ARTICLE XVII. – OCCUPATIONAL SAFETY AND HEALTH

### 17.01 Internal Administrative Procedure

The parties desire to deal with safety and health complaints, and to attempt to correct any safety or health violations, internally. Accordingly, neither the Association nor bargaining unit member may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to Ohio Revised Code §4147.06 or 4167.10 until the following process has been completely exhausted:

1. A bargaining unit member or representative shall immediately bring an alleged health or safety violation to the attention of the Joint Safety and Health Committee (JSHC). The JSHC will be Co-Chaired by a certified staff member and the Assistant Principal. The JSHC must convene within (10) days of the complaint and conduct an investigation of the complaint. Within five (5) workdays after the formal committee meeting, the Joint Safety and Health Committee will provide the Superintendent with a written response of their findings and recommendations. The Superintendent will provide a written response to the bargaining unit member or their representative within five (5) workdays. If the member is not satisfied with the action taken and believes a violation exists, he may pursue the remedies available under the Ohio Revised Code §4167.10.
2. If a member believes an alleged health or safety violation presents an immediate risk of harm to the member, he may request a temporary reassignment. If the Superintendent or designee, after an immediate investigation, does not believe the member's health or safety is in jeopardy, the member will be notified and will be expected to perform the job duties. If the member disagrees with the determination, he may pursue the remedies available under Ohio Revised Code §4167.06.

### 17.02 Nonreprisal

A bargaining unit member wishing to assert a claim of discrimination as defined in Ohio Revised Code §4167.13 shall use the grievance procedure of this Agreement to assert such a claim. The grievance procedure of this contract shall be the exclusive means for a member to assert such a claim, to the exclusion of an appeal to the State Employment Relations Board, a lawsuit, or other means of challenge.

**ARTICLE XVIII. – SEVERANCE PAY**

- 18.01 Bargaining unit members, upon retirement from the Lorain County JVS District, shall receive a severance/retirement pay of thirty percent (30%) of their accrued but unused sick leave up to a maximum of three hundred (300) days.
- 18.02 Bargaining unit members would be eligible for thirty-five percent (35%) of all accrued sick leave up to three hundred (300) days if A and B below are met.
- A. Retiree resigns effective June 30 of the final year of employment, not in the middle of the school year.
- B. That the retiring employee uses no more than five (5) sick days in each of the last three (3) years of employment. Periods of hospitalization with associated recuperation exceeding five (5) days, for the bargaining unit member, his spouse, parent, or child, shall not count against the five (5) days for the purpose of this provision. Donated sick leave days shall not count against the five (5) days for the purpose of this provision.
- 18.03 Bargaining unit member would be eligible for an additional fifteen percent (15%) of accumulated sick leave should the person retire when he first becomes eligible per STRS eligibility rules.
- A. Not later than December 1st of the year during which the teacher retires, the teacher must notify the Superintendent, in writing, of his intent to retire and his intent to receive an additional fifteen percent (15%) of accumulated sick leave.
- At the same time the bargaining unit member must submit a resignation to become effective on June 30 of that year, or subsequently, prior to the start of the next school year. The bargaining unit member need not be eligible to retire when the notice and resignation are submitted, but must be eligible by the date of intended retirement.
- B. Any resignation submitted in connection with this Article shall be irrevocable when submitted; EXCEPT, a bargaining unit member not eligible for early retirement, who mistakenly believes he is eligible and submits both a notice and a resignation in connection therewith, may withdraw the resignation; PROVIDED the withdrawal be in writing within one (1) week after the bargaining unit member is notified by the Board that he is not eligible for early retirement.
- 18.04 Severance pay shall be based upon the daily rate of pay as determined from the bargaining unit member's basic contract, exclusive of all supplemental contracts and allowances, last in effect prior to the termination of employment.
- 18.05 Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the bargaining unit member at the time of the retirement. Such payment shall be made only once to any bargaining unit member.
- 18.06 "Retirement" means disability or service retirement under any state or municipal retirement system in Ohio.
- 18.07 For the purpose of calculating "years of service with the Board" under this Article, a year of service will include any school year which an employee has at least one hundred twenty (120) days of vested service.

18.08 The severance payment will be made in two (2) equal installments. The first being at the time of the second bi-weekly pay in the month in which retirement becomes effective. The second installment will be paid at the time of the second payroll in the following January.

18.09 Survivor Clause

When a member dies before retiring, this benefit shall be paid within ninety (90) days to the estate of the member.

**ARTICLE XIX. – FRINGE BENEFITS**

19.01 The Board will provide each bargaining unit member with fifty thousand dollars (\$50,000) group term life insurance (to include double indemnity for accidental death).

19.02 General Provisions

- A. The Board will make available a comprehensive major medical Health Care Plan (Super Med Classic), which meets or exceeds the specifications set forth below for all bargaining unit members and their dependents. For the purpose of this Agreement eligible dependents shall be defined as the spouse of the bargaining unit member and their married or unmarried children up to their 26<sup>th</sup> birthday and does not have availability to employer based coverage (such as through his or her job). Eligible dependents shall also include unmarried dependent children who are and have been prior to the attainment of twenty-six (26) years of age totally and permanently disabled.
- B. The Board will make available for all Bargaining unit members a medical plan with a ten dollar (\$10.00) co-pay per office visit and a comprehensive major medical plan which includes a \$200/\$400 deductible clause, \$650/\$850 co-insurance clause. There is an unlimited lifetime maximum. The comprehensive major medical health care plan will include prescribed oral contraceptives and contraceptive devices administered and/or prescribed by a physician.
- C. The Board will make available for all bargaining unit members a dental insurance plan which includes a fifty dollar (\$50) deductible per family member and one hundred dollar (\$100) deductible per family per year except with respect to those items for which there is one hundred percent (100%) coverage; one hundred percent (100%) coverage for preventive and diagnostic services; 80/20 coinsurance for restorative, therapeutic and prosthetic services; orthodontics with a lifetime maximum of two thousand dollars (\$2,000) and fifty percent (50%) coverage; and an annual maximum coverage of two thousand dollars (\$2,000) per family member. The insurance will be on a UCR basis.
- D. The Board shall provide a vision care program which shall include at least the following: one (1) vision examination and one (1) pair of lenses per calendar year; one (1) frame per calendar year or contact lenses per calendar year when provided in lieu of frames and lenses. The Board will provide a network vision care plan.
- E. The Board will provide two (2) prescription drug programs retail and mail order. The deductible for retail will be ten dollars (\$10) for a thirty (30) day supply of generic and fifteen dollars (\$15) for a thirty (30) day supply of a brand name. Mail order will be ten dollars (\$10) for a ninety (90) day supply of generic, twenty dollars (\$20) for a ninety (90) day supply of a brand name, and thirty dollars (\$30) for a ninety (90) day supply of Non-Preferred. All maintenance prescriptions must be filled by mail order. Maintenance prescription is defined as any prescription order for a ninety (90) day supply or more.
- F. The Board shall pay eighty-eight percent (88%) of the premium for the plans set forth in paragraph 19.02A through 19.02E.
- G. The Association and the Board will establish a joint insurance review committee with two (2) representatives from each to review annual premium changes and recommend changes in coverage or plan design to protect against significant premium increases. If

mutually agreeable by both parties, medical plan policy provisions contained herein may be modified at any time during the life of this agreement, pending a majority vote by the Association membership.

- 19.03 If the Board elects to change carriers for any of the insurance coverage specified in this Article, it shall give the Association thirty (30) days' notice prior to any such change.
- 19.04 The specifications for all coverages under this Article shall be published on the Board's internet site and the Board will provide one (1) paper copy to the Association President.
- 19.05 Benefits for regular part-time employees shall be pro-rated according to their work ratio to full-time.
- 19.06 Those bargaining unit members whose duties are generally performed in the associate schools and/or in a transient fashion, and with whom the Superintendent deems it necessary to communicate by cell phone during the work day shall be reimbursed via payroll at a rate of forty dollars (\$40) per month (four hundred eighty dollars [\$480] per year). This reimbursement is made in lieu of the use of a school owned cell phone. The individual's personal cell phone number must be made available to the Superintendent.
- 19.07 Effective October 1 of each year of this contract the Board will make a yearly deposit into a Flexible Spending Account in the amount of four hundred dollars (\$400) for bargaining unit members with family coverage, two hundred dollars (\$200) for those with single coverage, and four hundred dollars (\$400) for those who are not participating in the LCJVS medical health care plan.

**ARTICLE XX. – SALARY**

20.01 A. Effective August 1, 2013, the base salary shall be \$38,878.00.

<b>YEARS</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>
0	38,878	39,656	40,433	41,211	42,183	43,155	44,127
	1.000	1.020	1.040	1.060	1.085	1.110	1.135
1	40,822	41,599	42,377	43,155	44,321	45,293	46,265
	1.050	1.070	1.090	1.110	1.140	1.165	1.190
2	42,766	43,543	44,321	45,098	46,459	47,431	48,403
	1.100	1.120	1.140	1.160	1.195	1.220	1.245
3	44,710	45,487	46,265	47,042	48,598	49,569	50,541
	1.150	1.170	1.190	1.210	1.250	1.275	1.300
4	46,654	47,431	48,209	48,986	50,736	51,708	52,680
	1.200	1.220	1.240	1.260	1.305	1.330	1.355
5	48,598	49,375	50,153	50,930	52,874	53,846	54,818
	1.250	1.270	1.290	1.310	1.360	1.385	1.410
6	50,541	51,319	52,097	52,874	55,012	55,984	56,956
	1.300	1.320	1.340	1.360	1.415	1.440	1.465
7	52,485	53,263	54,040	54,818	57,151	58,123	59,095
	1.350	1.370	1.390	1.410	1.470	1.495	1.520
8	54,429	55,207	55,984	56,762	59,289	60,261	61,233
	1.400	1.420	1.440	1.460	1.525	1.550	1.575
9	56,373	57,151	57,928	58,706	61,427	62,399	63,371
	1.450	1.470	1.490	1.510	1.580	1.605	1.630
10	58,317	59,095	59,872	60,650	63,566	64,537	65,509
	1.500	1.520	1.540	1.560	1.635	1.660	1.685
11	60,261	61,038	61,816	62,594	65,704	66,676	67,648
	1.550	1.570	1.590	1.610	1.690	1.715	1.740
12	62,205	62,982	63,760	64,537	67,842	68,814	69,786
	1.600	1.620	1.640	1.660	1.745	1.770	1.795
13	64,149	64,926	65,704	66,481	69,980	70,952	71,924
	1.650	1.670	1.690	1.710	1.800	1.825	1.850
14	66,093	66,870	67,648	68,425	72,119	73,091	74,063
	1.700	1.720	1.740	1.760	1.855	1.880	1.905
15	68,037	68,814	69,592	70,369	74,257	75,229	76,201
	1.750	1.770	1.790	1.810	1.910	1.935	1.960
16	68,037	69,786	71,536	72,313	76,395	77,367	78,339
		1.795	1.840	1.860	1.965	1.990	2.015
17	68,037	69,786	71,536	72,313	76,395	77,367	78,339
18	69,980	71,730	73,479	74,257	78,534	79,506	80,477
	1.800	1.845	1.890	1.910	2.020	2.045	2.070
19	69,980	71,730	73,479	74,257	78,534	79,506	80,477
20	71,080	72,830	74,579	75,357	79,634	80,606	81,577
21	71,080	72,830	74,579	75,357	79,634	80,606	81,577
22	72,180	73,930	75,679	76,457	80,734	81,706	82,677
23	72,180	73,930	75,679	76,457	80,734	81,706	82,677
24	73,280	75,030	76,779	77,557	81,834	82,806	83,777
25	73,280	75,030	76,779	77,557	81,834	82,806	83,777
26	74,380	76,130	77,879	78,657	82,934	83,906	84,877
27	74,380	76,130	77,879	78,657	82,934	83,906	84,877
28	75,480	77,230	78,979	79,757	84,034	85,006	85,977

B. Effective August 1, 2014, the base salary shall be \$38,878.00.

<b>YEARS</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>
0	38,878	39,656	40,433	41,211	42,183	43,155	44,127
	1.000	1.020	1.040	1.060	1.085	1.110	1.135
1	40,822	41,599	42,377	43,155	44,321	45,293	46,265
	1.050	1.070	1.090	1.110	1.140	1.165	1.190
2	42,766	43,543	44,321	45,098	46,459	47,431	48,403
	1.100	1.120	1.140	1.160	1.195	1.220	1.245
3	44,710	45,487	46,265	47,042	48,598	49,569	50,541
	1.150	1.170	1.190	1.210	1.250	1.275	1.300
4	46,654	47,431	48,209	48,986	50,736	51,708	52,680
	1.200	1.220	1.240	1.260	1.305	1.330	1.355
5	48,598	49,375	50,153	50,930	52,874	53,846	54,818
	1.250	1.270	1.290	1.310	1.360	1.385	1.410
6	50,541	51,319	52,097	52,874	55,012	55,984	56,956
	1.300	1.320	1.340	1.360	1.415	1.440	1.465
7	52,485	53,263	54,040	54,818	57,151	58,123	59,095
	1.350	1.370	1.390	1.410	1.470	1.495	1.520
8	54,429	55,207	55,984	56,762	59,289	60,261	61,233
	1.400	1.420	1.440	1.460	1.525	1.550	1.575
9	56,373	57,151	57,928	58,706	61,427	62,399	63,371
	1.450	1.470	1.490	1.510	1.580	1.605	1.630
10	58,317	59,095	59,872	60,650	63,566	64,537	65,509
	1.500	1.520	1.540	1.560	1.635	1.660	1.685
11	60,261	61,038	61,816	62,594	65,704	66,676	67,648
	1.550	1.570	1.590	1.610	1.690	1.715	1.740
12	62,205	62,982	63,760	64,537	67,842	68,814	69,786
	1.600	1.620	1.640	1.660	1.745	1.770	1.795
13	64,149	64,926	65,704	66,481	69,980	70,952	71,924
	1.650	1.670	1.690	1.710	1.800	1.825	1.850
14	66,093	66,870	67,648	68,425	72,119	73,091	74,063
	1.700	1.720	1.740	1.760	1.855	1.880	1.905
15	68,037	68,814	69,592	70,369	74,257	75,229	76,201
	1.750	1.770	1.790	1.810	1.910	1.935	1.960
16	68,037	69,786	71,536	72,313	76,395	77,367	78,339
		1.795	1.840	1.860	1.965	1.990	2.015
17	68,037	69,786	71,536	72,313	76,395	77,367	78,339
18	69,980	71,730	73,479	74,257	78,534	79,506	80,477
	1.800	1.845	1.890	1.910	2.020	2.045	2.070
19	69,980	71,730	73,479	74,257	78,534	79,506	80,477
20	71,080	72,830	74,579	75,357	79,634	80,606	81,577
21	71,080	72,830	74,579	75,357	79,634	80,606	81,577
22	72,180	73,930	75,679	76,457	80,734	81,706	82,677
23	72,180	73,930	75,679	76,457	80,734	81,706	82,677
24	73,280	75,030	76,779	77,557	81,834	82,806	83,777
25	73,280	75,030	76,779	77,557	81,834	82,806	83,777
26	74,380	76,130	77,879	78,657	82,934	83,906	84,877
27	74,380	76,130	77,879	78,657	82,934	83,906	84,877
28	75,480	77,230	78,979	79,757	84,034	85,006	85,977

C. Effective August 1, 2015 the base salary shall be \$38,878.00.

<b>YEARS</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>
0	38,878 1.000	39,656 1.020	40,433 1.040	41,211 1.060	42,183 1.085	43,155 1.110	44,127 1.135
1	40,822 1.050	41,599 1.070	42,377 1.090	43,155 1.110	44,321 1.140	45,293 1.165	46,265 1.190
2	42,766 1.100	43,543 1.120	44,321 1.140	45,098 1.160	46,459 1.195	47,431 1.220	48,403 1.245
3	44,710 1.150	45,487 1.170	46,265 1.190	47,042 1.210	48,598 1.250	49,569 1.275	50,541 1.300
4	46,654 1.200	47,431 1.220	48,209 1.240	48,986 1.260	50,736 1.305	51,708 1.330	52,680 1.355
5	48,598 1.250	49,375 1.270	50,153 1.290	50,930 1.310	52,874 1.360	53,846 1.385	54,818 1.410
6	50,541 1.300	51,319 1.320	52,097 1.340	52,874 1.360	55,012 1.415	55,984 1.440	56,956 1.465
7	52,485 1.350	53,263 1.370	54,040 1.390	54,818 1.410	57,151 1.470	58,123 1.495	59,095 1.520
8	54,429 1.400	55,207 1.420	55,984 1.440	56,762 1.460	59,289 1.525	60,261 1.550	61,233 1.575
9	56,373 1.450	57,151 1.470	57,928 1.490	58,706 1.510	61,427 1.580	62,399 1.605	63,371 1.630
10	58,317 1.500	59,095 1.520	59,872 1.540	60,650 1.560	63,566 1.635	64,537 1.660	65,509 1.685
11	60,261 1.550	61,038 1.570	61,816 1.590	62,594 1.610	65,704 1.690	66,676 1.715	67,648 1.740
12	62,205 1.600	62,982 1.620	63,760 1.640	64,537 1.660	67,842 1.745	68,814 1.770	69,786 1.795
13	64,149 1.650	64,926 1.670	65,704 1.690	66,481 1.710	69,980 1.800	70,952 1.825	71,924 1.850
14	66,093 1.700	66,870 1.720	67,648 1.740	68,425 1.760	72,119 1.855	73,091 1.880	74,063 1.905
15	68,037 1.750	68,814 1.770	69,592 1.790	70,369 1.810	74,257 1.910	75,229 1.935	76,201 1.960
16	68,037	69,786 1.795	71,536 1.840	72,313 1.860	76,395 1.965	77,367 1.990	78,339 2.015
17	68,037	69,786	71,536	72,313	76,395	77,367	78,339
18	69,980 1.800	71,730 1.845	73,479 1.890	74,257 1.910	78,534 2.020	79,506 2.045	80,477 2.070
19	69,980	71,730	73,479	74,257	78,534	79,506	80,477
20	71,080	72,830	74,579	75,357	79,634	80,606	81,577
21	71,080	72,830	74,579	75,357	79,634	80,606	81,577
22	72,180	73,930	75,679	76,457	80,734	81,706	82,677
23	72,180	73,930	75,679	76,457	80,734	81,706	82,677
24	73,280	75,030	76,779	77,557	81,834	82,806	83,777
25	73,280	75,030	76,779	77,557	81,834	82,806	83,777
26	74,380	76,130	77,879	78,657	82,934	83,906	84,877
27	74,380	76,130	77,879	78,657	82,934	83,906	84,877
28	75,480	77,230	78,979	79,757	84,034	85,006	85,977

D. Proposed Salary Placement Definitions

Bachelor's Degree or Equivalent

Members without a Bachelor's Degree, who are eligible for a two (2) year Ohio vocational certificate/license in their assigned area of teaching shall be placed in column one (1). Bargaining unit members possessing a Bachelor's Degree with no additional coursework will also be placed in column one (1).

A bargaining unit member who possesses a Bachelor's Degree plus 10 or more semester hours will be placed in column two (2). Members not holding a Bachelor's Degree must take coursework from an institution recognized by the Ohio Department of Education licensed to grant associate degrees or higher. Members holding a Bachelor's Degree must take coursework from an institution recognized by the Ohio Department of Education and licensed to grant Bachelor's Degrees or higher. All coursework taken must be at the Bachelor's Degree level or higher.

A bargaining unit member who possesses a Bachelor's Degree plus 20 or more semester hours will be placed in column three (3). Members not holding a Bachelor's Degree must take coursework from an institution recognized by the Ohio Department of Education licensed to grant associate degrees or higher. Members holding a Bachelor's Degree must take coursework from an institution recognized by the Ohio Department of Education and licensed to grant Bachelor's Degrees or higher. All coursework taken must be at the Bachelor's Degree level or higher.

A bargaining unit member who possesses a Bachelor's Degree plus 30 or more semester hours will be placed in column four (4). Members not holding a Bachelor's Degree must take coursework from an institution recognized by the Ohio Department of Education and licensed to grant associate degrees or higher. Members holding a Bachelor's Degree must take coursework from an institution recognized by the Ohio Department of Education and licensed to grant Bachelor's Degrees or higher. All coursework taken must be at the Bachelor's Degree or higher.

A bargaining unit member who possesses a Master's Degree will be placed in column five (5). Members holding a Master's Degree must take coursework from an institution recognized by the Ohio Department of Education and licensed to grant Master's Degrees or higher.

A bargaining unit member who possesses a Master's Degree plus 10 semester hours will be placed in column six (6). Members holding a Master's Degree must take coursework from an institution recognized by the Ohio Department of Education and licensed to grant Master's Degrees or higher. All coursework taken must be at the Master's Degree level or higher.

A bargaining unit member who possesses a Master's Degree plus 20 semester hours will be placed in column seven (7). Members holding a Master's Degree must take coursework from an institution recognized by the Ohio Department of Education and licensed to grant Master's Degrees or higher. All coursework taken must be at the Master's Degree level or higher.

E. Effective August 1, 2010 there will be longevity increments at Steps 20, 22, 24, 26, and 28 in the amount of one thousand one hundred dollars (\$1,100).

- F. Any individual who is eligible to be a bargaining unit member, who has retired under STRS and who subsequently is reemployed in the District, may be hired at Step 5 of the BA column of the salary schedule and shall not advance on steps or training columns. A one-year contract will be issued to a teacher returning from STRS retirement and said contract will automatically expire on the last day of June in the school year for which it was issued. Said teacher will earn fifteen (15) sick days per year and three (3) personal days neither of which will accumulate. A teacher hired under this provision will have no bumping rights into positions held by non-retired teachers.

This provision will not be grievable under the grievance procedures of this agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

This provision and such salary and individual contract with a member expressly supersedes ORC Section 3317.13 and all other applicable laws.

- 20.02 Each bargaining unit member shall be paid twenty dollars (\$20) per hour, not to exceed one hundred forty-five dollars (\$145) for evenings in which he attends (with students) contests and conferences pursuant to moderating a vocational youth organization with State affiliation. On Saturdays and/or Sundays or any other unscheduled workdays, bargaining unit members shall be compensated at their per diem rate of pay. A bargaining unit member may not collect both forms of pay for the same day.
- 20.03 Payroll will be calculated by dividing contract by twenty-four (24) equal pays. Payroll dates will be the 15th and the last day of the month. Should either of these dates fall on a holiday or weekend, the pay will be dated for the preceding business date.
- 20.04 If bargaining unit members are asked by an administrator to substitute during their preparation period, the bargaining unit members are entitled to reimbursement at the rate of twenty-five dollars (\$25) per period. Acceptance of the request to substitute is voluntary on the part of the bargaining unit members. Those members seeking reimbursement are to submit a time sheet to their Principal.
- 20.05 All professional teaching staff will conduct a formal curriculum revision every five (5) years in accordance with the administrative rules of the State of Ohio Department of Education. Upon recommendation of the Curriculum Supervisor, Building Principal and acceptance by the Board of Education the employee will be paid a sum equal to twenty-four (24) times the hourly amount in 20.02.

Bargaining unit members who provide professional in-service training shall be paid twenty dollars (\$20) per hour, not to exceed one hundred forty-five dollars (\$145) per day for all time beyond the required work day devoted to this training. Bargaining unit members must have prior approval from the Principal for the number of hours or days for this task.

- 20.06 A newly hired bargaining unit member is eligible for a payment of one thousand two hundred fifty dollars (\$1,250) at the end of the first and second year of teaching with the Lorain County JVS if said member completes all of the following tasks or criteria:
- Satisfactory evaluations
  - 97% attendance (on the job working)
  - Active participation in the District wide mentor program with satisfactory completion (1st year teacher)

- Satisfactory progress toward certification/licensure
  - Complete and have on file with LPDC an approved IPDP if necessary
- 20.07 A one-time one thousand two hundred fifty dollar (\$1,250) payment will be awarded to any teacher reaching National Board Certification as either an academic or vocational instructor.
- 20.08 Pre Service Training:
- Newly hired bargaining unit members whose teaching credentials will be based on years of work experience may be required to attend pre-service training prior to the start of their first year of employment. This training generally begins during late July or early August depending on the provider.
- For entry year bargaining unit members hired prior to August 1, the Board will provide health insurance as outlined in the agreement beginning on August 1. In addition, entry year bargaining unit members attending the pre-service workshop will be paid at the rate of one hundred forty-five dollars (\$145) for each day in attendance.
- 20.09 Members of the LPDC will be compensated as follows: President - \$1,000.00; Secretary - \$800.00; and regular teacher representatives (including alternate) - \$600.00.
- 20.10 Newly hired bargaining unit members will be placed at the appropriate experience step and training column and such placement is final unless timely grieved. Bargaining unit members eligible for advancement on the salary schedule due to additional course work must request such movement from the Deputy Superintendent in writing on the appropriate form. Said request must be made by the last business day of August of the appropriate year. The request must be accompanied by Official Transcripts documenting the coursework.
- 20.11 The District will pay one hundred dollars (\$100) per individual every five (5) years for re-licensure fees related to a Bargaining Unit Member's current assignment.
- 20.12 Any Bargaining Unit Member that drives the school bus to take students on a pre-approved field trip will be compensated at the following rate:
- \$50 for driving the bus on trips that extend the school day
  - \$100 for driving the bus on trips that include an overnight stay
- 20.13 Any Bargaining Unit Member who participates in and receives van training certification will receive a lump sum payment of thirty dollars (\$30).

**ARTICLE XXI. – PAYROLL DEDUCTIONS**

21.01 Each bargaining unit member may authorize payroll deduction for the following:

- A. Association dues in a standard number of deductions to be determined by the Association. The Association must notify the Treasurer of any change in the standard number of deductions prior to the commencement of the school year for such change to take effect.
- B. Credit union payments.
- C. Annuities: A new annuity will be added to the list when at least five (5) people commit to a specific annuity. Retiring members will be permitted to deposit their Severance Pay into an annuity (in accordance with IRS regulation) at the time of their retirement.
- D. Lorain County JVS Educational Foundation
- E. United Way
- F. All Bargaining unit members will be entitled to participate in IRS Section 125 A, B, and C.
  - Section A: Tax sheltering of health insurance premiums
  - Section B: Tax sheltering of health care non-covered expense, etc.
  - Section C: Tax sheltering of child care expenses.

The Board will pay all fees associated with this plan.

- G. Fair Share

21.02 All bargaining unit members' pay will be by direct deposit. However, when mutually agreed upon by both parties, a bargaining unit member may request a paper check for a specified period of time. This request must be made no later than ten (10) calendar days prior to the next scheduled pay date.

**ARTICLE XXII. – TUITION REIMBURSEMENT**

22.01 All bargaining unit members shall be eligible for tuition reimbursement subject to the following conditions:

- A. The bargaining unit member shall remain with the school for one (1) school year after the reimbursement was received. If a member chooses to leave he/she is responsible for the repayment of the tuition reimbursement.
- B. Reimbursement shall be for graduate or undergraduate level credit hours. Only vocational teachers who have not yet received a Bachelor’s degree will be eligible to be reimbursed for undergraduate level credit hours. Reimbursement shall be for coursework related to the bargaining unit member’s assignment.
- C. The coursework must have the prior approval of the Superintendent who may, in appropriate circumstances, waive the requirements set forth above. The coursework must be from an accredited college or university approved by The Ohio Department of Education and/or listed in the “Higher Education Directory for Teacher Education”.
- D. The bargaining unit member must receive a grade of “B” or better in graduate level courses and “C” or better in undergraduate level courses to be eligible for tuition reimbursement.
- E. Each bargaining unit member shall be eligible for reimbursement of the cost of twelve (12) quarter hours or twelve (12) semester hours per school year. Each bargaining unit member will be reimbursed at the rate of two hundred dollars (\$200) per quarter hour and three hundred dollars (\$300) per semester hour, but in no case will the reimbursement exceed the cost of tuition.
- F. The amount of money that the Board will appropriate for tuition reimbursement per fiscal year for Association bargaining unit members will be the following:

2013-2014	\$65,000.00
2014-2015	\$65,000.00
2015-2016	\$65,000.00

Tuition reimbursement not distributed in any given year will carry over into the next appropriations year and be added to the Tuition Reimbursement Fund.

- G. Reimbursement will be in conjunction with the fiscal year, July 1 through June 30. Therefore, the course must end in the fiscal year in which the reimbursement is being requested.

Courses that begin in the last fiscal year of the contract and end in the following fiscal year will be governed by the negotiated agreement in effect with the course ending date.

- H. Payment for tuition reimbursement will be available twice a year.
  - 1. Application for payment of reimbursement shall be made by September 30<sup>th</sup> or June 30<sup>th</sup>. Any reimbursement for classes ending during the fiscal year will not be reimbursed if turned in after June 30<sup>th</sup>. If the total to be reimbursed exceeds the

amount described in 22.01F for either dates such amount will be prorated among all qualifying applicants. If funds are depleted after the September 30<sup>th</sup> submission, there will be no funds available for June 30<sup>th</sup> application.

2. Bargaining unit members who received prior approval for tuition reimbursement during July 1, 2012 through June 30, 2013 and had not yet received reimbursement can apply for tuition reimbursement by September 30, 2013.
- I. Interested applicants must submit a Tuition Reimbursement Form along with an Official Transcript from the college/university indicating the minimum grade earned in the course(s), and a paid receipt from the college or university showing the actual costs incurred.

**ARTICLE XXIII. – STRS PICKUP**

- 23.01 A. Total annual salary and salary per pay period for each bargaining unit member shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System ("STRS") to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pickup" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the pickup.
- C. The pickup shall be included in the member's total annual salary for the purpose of computing per diem rate, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
- D. The pickup shall apply to all payroll payments made after the adoption of this Agreement.
- E. Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the adoption of this Agreement by the Board.

**ARTICLE XXIV. – SEVERABILITY**

- 24.01 Except to the extent the contract is permitted to prevail over state law under Ohio Revised Code Chapter 4117, if there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or a state agency shall prevail as to the provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.
- 24.02 If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.
- 24.03 Except as expressly limited herein the Board reserves the right and power to do everything required to comply with all laws and regulations of the State of Ohio, the United States Government or any agency and subdivisions thereof, and executive orders of the President of the United States pertaining to employment and discrimination practices.

**ARTICLE XXV. – ENTIRE AGREEMENT CLAUSE**

25.01 This Agreement supersedes and cancels all previous agreements between the Board and the Association and constitutes the entire agreement between the parties. This Agreement represents a completion of negotiations on all bargainable issues which were brought to the bargaining table for the duration of the Agreement. This Agreement may be amended by mutual agreement of the parties.

## **ARTICLE XXVI. – JVS FIRST YEAR ORIENTATION PROGRAM**

- 26.01 JVS First Year Orientation Program – an orientation to the JVS building, programs, procedures, and classroom practices during a bargaining unit member’s first year of regular, full-time employment with the JVS Board of Education.
- 26.02 The Principal will assign a guide for all first year bargaining unit members.
- 26.03 Lead Guide: Any bargaining unit member interested in being a lead guide should apply in writing to the Principal before May 15<sup>th</sup> of the preceding school year. The Principal and Superintendent will select a potential lead guide for the first year orientation program. Serving as a lead guide could be incorporated into the lead guide’s Individual Professional Development Plan and approved by his Local Professional Development Committee as an activity that counts toward licensure renewal. Lead guides, who successfully complete the orientation program, will be compensated at one thousand five hundred dollars (\$1,500) per school year. The lead guide may request release time for the purposes of attending to the needs of the guides, new bargaining unit members, or the program. The lead guide shall have a supply account sufficient to cover expenses for the program.
- 26.04 Guides: Any bargaining unit member interested in being a guide should apply in writing to the Principal before May 15<sup>th</sup> of the preceding school year. The guides will be selected by the consensus of the Principal and lead guide. A potential guide may participate in a professional training program approved by the Principal. If the training occurs during the school year, guides will be provided release time. A professional visitation form should be completed. If the training occurs in the summer, the guide will be compensated at his extra duty rate. The Principal may consider previous experience in lieu of professional training. Serving as a guide could be incorporated into the guide’s Individual Professional Development Plan and approved by his Local Professional Development Committee as an activity that counts toward licensure renewal. Guides who successfully complete the orientation program will be compensated at four hundred fifty dollars (\$450) per school year. Guides may request release time not to exceed two (2) days to visit the new bargaining unit member.
- 26.05 New Bargaining Unit Members: All first year bargaining unit members must participate in the organized first year orientation program. New members may request release time not to exceed two (2) days to visit their guides and other classrooms.

## ARTICLE XXVII. – JVS RESIDENT EDUCATOR PROGRAM

### 27.01 JVS Resident Educator Program

The JVS Resident Educator Program shall provide mentoring to bargaining unit members new to the teaching profession working to obtain an initial five-year professional educator license.

The Resident Educator Program shall not replace the evaluation system within the negotiated agreement.

### 27.02 Assignment of Mentors

The Director of Academic Services will assign a mentor to first year bargaining unit members new to the teaching profession working to obtain an initial five-year professional educator license.

### 27.03 Lead Mentor

- A. The Lead Mentor shall collaborate with the Program Coordinator regarding the administration of the Resident Educator Program and oversee the Resident Educator Program mentors and resident educators.
- B. Any bargaining unit member interested in being the Lead Mentor should apply in writing to the Director of Academic Services before May 15<sup>th</sup> of the preceding school year. The Director of Academic Services and the Superintendent will select the Lead Mentor from those bargaining unit members who applied.
- C. Serving as a Lead Mentor may be incorporated into the teacher's Individual Professional Development Plan and approved by the local Professional Development Committee as an activity that counts toward licensure renewal.
- D. The Lead Mentor will be compensated at two thousand eight hundred dollars (\$2,800) per school year.
- E. The Resident Educator Program shall have a supply account sufficient to cover expenses for the program.

### 27.04 Mentors

- A. Mentors shall consult and assist Resident Educator teachers through the use of formative assessment processes, protocols, and tools and collaborate with the Lead Mentor to provide end-of-year formative progress review.

Formative assessment processes are diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

- B. Any bargaining unit member interested in being a Mentor should apply in writing to the Director of Academic Services before May 15<sup>th</sup> of the preceding school year.

- C. Mentors will be selected by the Director of Academic Services, Program Coordinator, and Lead Mentor.
- D. In order to be eligible to be selected as a Mentor, a bargaining unit member must meet all of the following qualifications:
  - 1. Hold a five-year professional license or two-year provisional license that has been renewed two (2) or more times (permanent certificate holders are also included); and
  - 2. Have five (5) years teaching experience, three (3) of which are in the District.
  - 3. Have recent classroom experience within the last five (5) years.
- E. All Mentors must attend and complete state-sponsored mentor training. Mentors shall be provided release time to attend said training. Should the training occur during the summer, the Mentor will be compensated at the extra duty rate.
- F. Serving as a Mentor may be incorporated into the Mentor teacher's Individual Professional Development Plan and approved by the Local Professional Development Committee as an activity that counts toward licensure renewal.
- G. Mentors shall not evaluate Resident Educators, nor make or be requested to make any recommendations regarding the continued employment of the Resident Educator.
- H. Mentors will be provided release time to observe Resident Educators at a minimum of three (3) times per year.
- I. Mentors will be compensated at seven hundred seventy-five dollars (\$775) per school year.

27.05 Resident Educators

- A. All bargaining unit members new to the teaching profession working to obtain an initial five-year professional educator license must participate in the Resident Educator Program. Beginning teachers must hold a valid resident educator license, alternative resident educator license of any type, or a one-year out of state educator license.
- B. Resident Educators will be provided release time to observe other teachers at least two (2) times per school year.
- C. An orientation to the Resident Educator Program shall be provided to all Resident Educators at the beginning of his/her first year of employment with the District.
- D. Differentiated support will be provided in years 2 – 4.

**ARTICLE XXVIII. – MASTER TEACHER COMMITTEE**

28.01 Master Teacher Committee

A. Purpose

The parties agree to establish a committee called the Master Teacher Committee.

The purpose of the Committee shall be to designate employees in the District as Master Teachers; including, the facilitation of the Master Teacher application process, confirmation of candidates' eligibility, and the review of applications.

B. Committee Requirements

The committee shall consist of three (3) members appointed by the LCJVSTA and two (2) Educational administrators selected by the Superintendent.

The Committee shall determine operational procedures and the time, location and number of committee meetings.

One (1) teacher and one (1) administrator will score each application using the Scoring Guide (Form D). The scores for each criterion will be compared to determine a candidate's final score. A third reader, a teacher who serves on the committee, will score the application to resolve discrepancies in scoring. The teacher scoring the application will be compensated at the hourly rate of twenty dollars (\$20) not to exceed five (5) hours.

The Master Teacher Committee will provide each candidate with a compilation of his/her final scores (Form F). It is the responsibility of each District and committee member to ensure that the candidates' responses and scores are maintained in a confidential and professional manner. Responses and scores may only be disclosed to or discussed with the individuals who are authorized to have access to them such as the candidate and committee members.

No appeals will be considered based on scoring of a candidate's application. The committee will establish an appeal process for teachers who believe the processes and procedures were not followed.

C. Nothing in the Master Teacher Committee process shall have an adverse impact on a teacher's performance evaluation as established by the negotiated agreement.

D. As determined by the Committee, the members of the Committee shall be provided ongoing training to ensure consistent application of master teacher criteria at no cost or loss of pay to the Committee members. All necessary, actual and reasonable costs of training – including all registration costs, travel, meals, accommodations, and mileage – will be reimbursed by the Board of Education in accordance with the negotiated agreement.

E. No committee member may score an application until he/she has completed training.

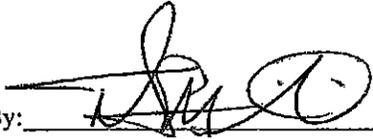
- F. Inaugural committee members shall be compensated for the development of initial committee provisions and procedures such as the committee's constitution and by-laws at the hourly rate of twenty dollars (\$20) an hour not to exceed twelve (12) hours.

ARTICLE XXIX. – DURATION

29.01 This contract shall become effective on July 1, 2013, and shall expire at midnight June 30, 2016.

LORAIN COUNTY JVS  
TEACHERS ASSOCIATION

LORAIN COUNTY JVS  
BOARD OF EDUCATION

By:   
7-18-13

By:   
7/18/13

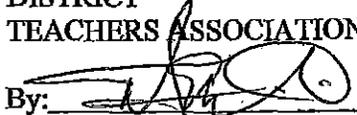
**LETTER OF UNDERSTANDING  
BETWEEN  
THE LORAIN COUNTY JOINT VOCATIONAL SCHOOL BOARD OF  
EDUCATION  
AND  
THE LORAIN COUNTY JOINT VOCATIONAL TEACHERS ASSOCIATION**

Re: Alternative Payment for Leave Incentive

This Letter of Understanding between the Lorain County Joint Vocational School Board of Education and the Lorain County Joint Vocational Teachers Association shall serve as an agreement between the parties regarding the pilot implementation of alternative payments for attendance and personal leave incentives.

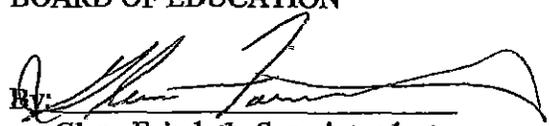
During recent negotiations, the parties agreed to revised contract language of Article 8, allowing bargaining unit members the option to have attendance and personal leave incentives credited to a flexible spending account. (See Negotiated Agreement, Articles 8.01(F) and 8.02) Whereas, the alternative payment provision would not take effect until August 1, 2013, the parties have agreed to implement a pilot of such payment to allow bargaining unit members to utilize the option during the current 2013-2014 school year. As such, all bargaining unit members shall have the option of having the attendance and personal leave incentives credited to a flexible spending account for the 2013-2014 school year.

LORAIN COUNTY JOINT  
VOCATIONAL SCHOOL  
DISTRICT  
TEACHERS ASSOCIATION

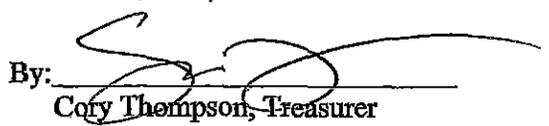
By:   
Tim Michitsch, President

Date: 7-16-2013

LORAIN COUNTY JOINT  
VOCATIONAL SCHOOL  
BOARD OF EDUCATION

By:   
Glenn Faircloth, Superintendent

Date: 7/15/13

By:   
Cory Thompson, Treasurer

Date: 7/1/13

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE LORAIN COUNTY JOINT VOCATIONAL SCHOOL TEACHERS  
ASSOCIATION  
AND  
THE LORAIN COUNTY JOINT VOCATIONAL SCHOOL BOARD OF  
EDUCATION**

This Memorandum of Understanding is entered into this 20 day of March 2014, by and between the Lorain County Joint Vocational School Teachers Association (hereinafter referred to as the "Association") and the Lorain County Joint Vocational School Board of Education (hereinafter referred to as the "Board").

WHEREAS, the Board of Education and the Association are currently parties to a negotiated agreement effective July 1, 2013 through June 30, 2016; and

WHEREAS, the current negotiated agreement does not address issues surrounding excess calamity day plans; and

WHEREAS, HB 59 allows districts to require students to make up calamity days, in excess of the number of days permitted under the Ohio Revised Code, by accessing and completing classroom lessons posted on the District's website; and

WHEREAS, the parties desire to collaboratively develop provisions regarding the excess calamity day plan;

NOW THEREFORE, the parties agree to the following:

1. The Plato Courseware System will be utilized for on-line coursework makeup lessons.
2. District Administration shall be responsible for the Plato website operations and shall make the designated lessons available to students on the district's site. A lesson shall be posted for each course that was scheduled to meet on the day or hours of closure.
3. Lessons shall be designated and graded by the Plato Courseware System, unless the teacher voluntarily chooses to create their own lesson and/or essay option within the Plato Courseware System.
4. Each student enrolled in a course for which a lesson is posted on Plato shall be granted a two-week period from the date of posting to complete a lesson. The lessons shall be graded on a Pass/Fail basis. The student may receive an incomplete or failing grade if the lesson is not completed on time.

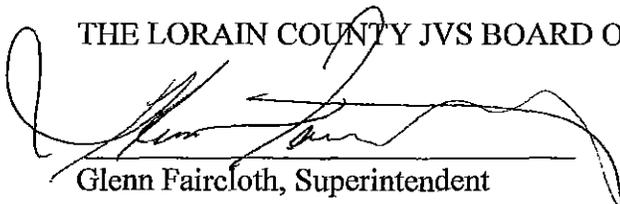
5. Should students not have access to a home computer to complete assignments, the district shall provide the student access to a computer before, during, or after the regularly scheduled school day in the Tech Center Computer Lab. The student may also schedule time in the Tech Center during the school day if time in the student's schedule permits. In the event any teacher is assigned by the principal to supervise students due to this provision or has to supervise students due to this provision during his/her planning period said teacher will be compensated at the rate of \$25.00 per hour.
6. If the principal, supervisor and teacher determine that it is not possible for a student to schedule time in the Tech Center to complete lessons, the teacher may choose to provide a substantially similar paper lesson in order to complete the lessons. If a teacher must complete such lessons, the teacher shall be provided with a day of professional leave to complete the lessons.
7. Blizzard bags will not be utilized.
8. Lesson plan content/development or the participation/facilitation of lesson plans related to the excess calamity day plan will not be used in a bargaining unit member's evaluation.
9. This MOU shall be in effect for the 2013-2014 and 2014-2015 school years.
10. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by both parties.

THE LORAIN COUNTY JVS TEACHERS ASSOCIATION

  
\_\_\_\_\_  
Timothy Michitsch, President

3.20.2014  
Date

THE LORAIN COUNTY JVS BOARD OF EDUCATION

  
\_\_\_\_\_  
Glenn Faircloth, Superintendent

3/20/14  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE LORAIN COUNTY JOINT VOCATIONAL SCHOOL TEACHERS  
ASSOCIATION  
AND  
THE LORAIN COUNTY JOINT VOCATIONAL SCHOOL BOARD OF  
EDUCATION**

This Memorandum of Understanding is entered into this 16 day of December 2014, by and between the Lorain County Joint Vocational School Teachers Association (hereinafter referred to as the "Association") and the Lorain County Joint Vocational School Board of Education (hereinafter referred to as the "Board").

WHEREAS, the Board of Education and the Association are currently parties to a negotiated agreement effective July 1, 2013 through June 30, 2016; and

WHEREAS, the current negotiated agreement addresses issues surrounding the District Wide Mentor Program for newly hired bargaining unit members in Article 20.06; and

WHEREAS, the current negotiated agreement does not address issues related to the District Wide Mentor Program when a bargaining unit member is hired after the school year has already started; and

WHEREAS, the parties desire to collaboratively develop provisions regarding this issue.

NOW THEREFORE, the parties agree to the following:

1. Article 20, Section 20.06 of the negotiated agreement, shall be revised to read as follows:

20.06 A newly hired bargaining unit member is eligible for a payment of one thousand two hundred fifty dollars (\$1,250) at the end of the first and second year of teaching with the Lorain County JVS if said member completes all of the following tasks or criteria:

- a. Satisfactory evaluations
- b. 97% attendance (on the job working)
- c. Active participation in the District wide mentor program with satisfactory completion (1st year teacher)
- d. Satisfactory progress toward certification/licensure
- e. Complete and have on file with LPDC an approved IPDP if necessary

A bargaining unit member hired within the first sixty-five (65) service days of the school year will be required to participate in the first year of the District Wide Mentor Program and attend all remaining meetings within the Program. The bargaining unit member shall be eligible for the one thousand two hundred fifty dollar (\$1,250) payment provided the bargaining unit member complies with requirements (a) through (e) of this section. Eligibility for payment during the second year of employment shall include the requirements of (a) through (e) of this section and any 1<sup>st</sup> year district wide mentor activities scheduled before the first day of employment of the bargaining unit member.

A bargaining unit member hired beyond sixty-five (65) service days of the school year will not be required to participate in the District Wide Mentor Program during his/her first year of employment and will not be eligible for the one thousand two hundred fifty dollar (\$1,250) payment. The bargaining unit member shall participate in the District Wide Mentor Program during years 2 and 3 of employment and shall be eligible for the both one thousand two hundred fifty dollar (\$1,250) payments provided the bargaining unit member complies with requirements (a) through (e) of this section.

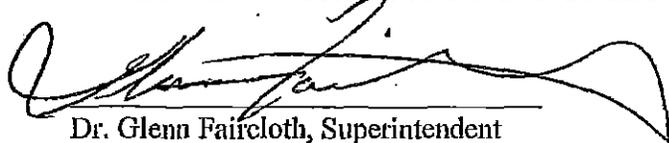
2. Except as expressly set forth in this Memorandum of Understanding, all other language within Article 20 of the negotiated agreement between the Board and the Association shall remain the same.
3. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the parties regarding the issues outlined herein. Any amendment to this MOU must in writing and signed by both parties.

THE LORAIN COUNTY JVS TEACHERS ASSOCIATION



David Keller, President

THE LORAIN COUNTY JVS BOARD OF EDUCATION



Dr. Glenn Faircloth, Superintendent

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE LORAIN COUNTY JOINT VOCATIONAL SCHOOL TEACHERS  
ASSOCIATION  
AND  
THE LORAIN COUNTY JOINT VOCATIONAL SCHOOL BOARD OF  
EDUCATION**

This Memorandum of Understanding is entered into this 1<sup>st</sup> day of May 2015, by and between the Lorain County Joint Vocational School Teachers Association (hereinafter referred to as the "Association") and the Lorain County Joint Vocational School Board of Education (hereinafter referred to as the "Board").

**WHEREAS**, the Board of Education and the Association are currently parties to a negotiated agreement effective July 1, 2013 through June 30, 2016; and

**WHEREAS**, the Parties desire to extend the negotiated agreement for a term of two (2) years.

**NOW, THEREFORE**, the Board and the Association agree to the following terms:

1. The negotiated agreement will be extended for a term of two (2) years, from July 1, 2016 through June 30, 2018.
2. Effective July 1, 2016, Article XIX, Section 19.07 of the negotiated agreement will be modified to read as follows:

*"19.07 Effective October 1 of each year of this contract the Board will make a yearly deposit into a Flexible Spending Account in the amount of four hundred dollars (\$400) for bargaining unit members with family coverage, two hundred dollars (\$200) for those with single coverage, and four hundred dollars (\$400) for those who are not participating in the LCJVS medical health care plan.*

**In addition to the above, the Board shall match bargaining unit member contributions within the Flexible Spending Account up to five hundred dollars (\$500) for members with family coverage and up to two hundred fifty dollars (\$250) for members with single coverage.**

3. Effective July 1, 2016, Article XX of the negotiated agreement will be modified to read as follows:

**"20.01(A) - Effective August 1, 2016, the base salary shall be \$39,656.00."**  
(See Attachment A)

**"20.01(B) - Effective August 1, 2017, the base salary shall be \$40, 449."**  
(See Attachment B)

4. Effective January 1, 2017, Article XIX, Section 19.02 of the negotiated agreement will be modified to read as follows:

*"19.02 General Provisions*

- ~~A. The Board will make available a comprehensive major medical Health Care Plan (Super Med Classic), which meets or exceeds the specifications set forth below for all bargaining unit members and their dependents. For the purpose of this Agreement eligible dependents shall be defined as the spouse of the bargaining unit member and their married or unmarried children up to their 26<sup>th</sup> birthday and does not have availability to employer based coverage (such as through his or her job). Eligible dependents shall also include unmarried dependent children who are and have been prior to the attainment of twenty-six (26) years of age totally and permanently disabled.~~

Effective January 1, 2017, all bargaining unit members shall be covered under the LERC Premium Plan. Plan provisions shall be in accordance with the attached Summary Plan Document. (See Appendix B). For the purpose of this Agreement eligible dependents shall be defined as the spouse of the bargaining unit member and their married or unmarried children up to their 26<sup>th</sup> birthday and does not have availability to employer based coverage (such as through his or her job). Eligible dependents shall also include unmarried dependent children who are and have been prior to the attainment of twenty-six (26) years of age totally and permanently disabled.

Office visit co-pays, deductibles, co-insurance, prescribed oral contraceptives and contraceptive devices administered and/or prescribed by a physician shall be in accordance with the LERC Premium Plan as outlined in the Summary Plan Document attached as Appendix B.

The Prescription Drug Plan shall be in accordance with the LERC Premium Plan as outlined in the Summary Plan Document attached as Appendix B.

Employees who are enrolled in the Board's medical insurance plan and participate in and complete the preventative health screenings and online health assessment on or before November 1 of the applicable year, shall receive a wellness incentive credit toward the employee's deductible as per the LERC Premium Plan provisions.

- ~~B. The Board will make available for all Bargaining unit members a medical plan with a ten dollar (\$10.00) co-pay per office visit and a comprehensive major medical plan which includes a \$200/\$400 deductible clause, \$650/\$850 co-insurance clause. There is an unlimited lifetime maximum. The comprehensive major medical health care plan will include prescribed oral contraceptives and contraceptive devices administered and/or prescribed by a physician.~~

- B. The Board will make available for all bargaining unit members a dental insurance plan which includes a fifty dollar (\$50) deductible per family member and one hundred dollar (\$100) deductible per family per year except with respect

to those items for which there is one hundred percent (100%) coverage; one hundred percent (100%) coverage for preventive and diagnostic services; 80/20 coinsurance for restorative, therapeutic and prosthetic services; orthodontics with a lifetime maximum of two thousand dollars (\$2,000) and fifty percent (50%) coverage; and an annual maximum coverage of two thousand dollars (\$2,000) per family member. The insurance will be on a UCR basis.

DC. The Board shall provide a vision care program which shall include at least the following: one (1) vision examination and one (1) pair of lenses per calendar year; one (1) frame per calendar year or contact lenses per calendar year when provided in lieu of frames and lenses. The Board will provide a network vision care plan.

~~E.~~ The Board will provide two (2) prescription drug programs retail and mail order. The deductible for retail will be ten dollars (\$10) for a thirty (30) day supply of generic and fifteen dollars (\$15) for a thirty (30) day supply of a brand name. Mail order will be ten dollars (\$10) for a ninety (90) day supply of generic, twenty dollars (\$20) for a ninety (90) day supply of a brand name, and thirty dollars (\$30) for a ninety (90) day supply of Non-Preferred. All maintenance prescriptions must be filled by mail order. Maintenance prescription is defined as any prescription order for a ninety (90) day supply or more.

FD. The Board shall pay eighty-eight percent (88%) of the premium for the plans set forth in paragraph 19.02A through 19.02E.

GE. The Association and the Board will establish a joint insurance review committee with two (2) representatives from each to review annual premium changes and recommend changes in coverage or plan design to protect against significant premium increases. If mutually agreeable by both parties, medical plan policy provisions contained herein may be modified at any time during the life of this agreement, pending a majority vote by the Association membership.”

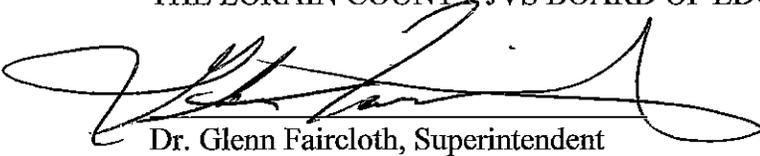
5. Except as expressly set forth in this Memorandum of Understanding, all other provisions within the negotiated agreement between the Board and Association shall remain the same.
6. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the parties regarding the issues outlined herein. Any amendment to this MOU must in writing and signed by both parties.

THE LORAIN COUNTY JVS TEACHERS ASSOCIATION

A handwritten signature in black ink, appearing to read 'DK', with a long horizontal flourish extending to the right.

David Keller, President

THE LORAIN COUNTY JVS BOARD OF EDUCATION

A large, stylized handwritten signature in black ink, with multiple loops and a long horizontal flourish extending to the right.

Dr. Glenn Faircloth, Superintendent

05-01-15P02:24 RCVD

**ATTACHMENT A**

<b>LORAIN COUNTY JVS SALARY SCHEDULE - EFFECTIVE AUGUST 1, 2016</b>							
<b>YEARS</b>	<b>BA</b>	<b>BA+10</b>	<b>BA+20</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+10</b>	<b>MA+20</b>
0	39,656 1.000	40,449 1.020	41,242 1.040	42,035 1.060	43,027 1.085	44,018 1.110	45,010 1.135
1	41,639 1.050	42,432 1.070	43,225 1.090	44,018 1.110	45,208 1.140	46,199 1.165	47,191 1.190
2	43,622 1.100	44,415 1.120	45,208 1.140	46,001 1.160	47,389 1.195	48,380 1.220	49,372 1.245
3	45,604 1.150	46,398 1.170	47,191 1.190	47,984 1.210	49,570 1.250	50,561 1.275	51,553 1.300
4	47,587 1.200	48,380 1.220	49,173 1.240	49,967 1.260	51,751 1.305	52,742 1.330	53,734 1.355
5	49,570 1.250	50,363 1.270	51,156 1.290	51,949 1.310	53,932 1.360	54,924 1.385	55,915 1.410
6	51,553 1.300	52,346 1.320	53,139 1.340	53,932 1.360	56,113 1.415	57,105 1.440	58,096 1.465
7	53,536 1.350	54,329 1.370	55,122 1.390	55,915 1.410	58,294 1.470	59,286 1.495	60,277 1.520
8	55,518 1.400	56,312 1.420	57,105 1.440	57,898 1.460	60,475 1.525	61,467 1.550	62,458 1.575
9	57,501 1.450	58,294 1.470	59,087 1.490	59,881 1.510	62,656 1.580	63,648 1.605	64,639 1.630
10	59,484 1.500	60,277 1.520	61,070 1.540	61,863 1.560	64,838 1.635	65,829 1.660	66,820 1.685
11	61,467 1.550	62,260 1.570	63,053 1.590	63,846 1.610	67,019 1.690	68,010 1.715	69,001 1.740
12	63,450 1.600	64,243 1.620	65,036 1.640	65,829 1.660	69,200 1.745	70,191 1.770	71,183 1.795
13	65,432 1.650	66,226 1.670	67,019 1.690	67,812 1.710	71,381 1.800	72,372 1.825	73,364 1.850
14	67,415 1.700	68,208 1.720	69,001 1.740	69,795 1.760	73,562 1.855	74,553 1.880	75,545 1.905
15	69,398 1.750	70,191 1.770	70,984 1.790	71,777 1.810	75,743 1.910	76,734 1.935	77,726 1.960
16	69,398	71,183 1.795	72,967 1.840	73,760 1.860	77,924 1.965	78,915 1.990	79,907 2.015
17	69,398	71,183	72,967	73,760	77,924	78,915	79,907
18	71,381 1.800	73,165 1.845	74,950 1.890	75,743 1.910	80,105 2.020	81,097 2.045	82,088 2.070
19	71,381	73,165	74,950	75,743	80,105	81,097	82,088
20	72,481	74,265	76,050	76,843	81,205	82,197	83,188

21	72,481	74,265	76,050	76,843	81,205	82,197	83,188
22	73,581	75,365	77,150	77,943	82,305	83,297	84,288
23	73,581	75,365	77,150	77,943	82,305	83,297	84,288
24	74,681	76,465	78,250	79,043	83,405	84,397	85,388
25	74,681	76,465	78,250	79,043	83,405	84,397	85,388
26	75,781	77,565	79,350	80,143	84,505	85,497	86,488
27	75,781	77,565	79,350	80,143	84,505	85,497	86,488
28	76,881	78,665	80,450	81,243	85,605	86,597	87,588

## ATTACHMENT B

LORAIN COUNTY JVS SALARY SCHEDULE - EFFECTIVE AUGUST 1, 2017							
YEARS	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20
0	40,449	41,258	42,067	42,876	43,887	44,898	45,910
	1.000	1.020	1.040	1.060	1.085	1.110	1.135
1	42,471	43,280	44,089	44,898	46,112	47,123	48,134
	1.050	1.070	1.090	1.110	1.140	1.165	1.190
2	44,494	45,303	46,112	46,921	48,337	49,348	50,359
	1.100	1.120	1.140	1.160	1.195	1.220	1.245
3	46,516	47,325	48,134	48,943	50,561	51,572	52,584
	1.150	1.170	1.190	1.210	1.250	1.275	1.300
4	48,539	49,348	50,157	50,966	52,786	53,797	54,808
	1.200	1.220	1.240	1.260	1.305	1.330	1.355
5	50,561	51,370	52,179	52,988	55,011	56,022	57,033
	1.250	1.270	1.290	1.310	1.360	1.385	1.410
6	52,584	53,393	54,202	55,011	57,235	58,247	59,258
	1.300	1.320	1.340	1.360	1.415	1.440	1.465
7	54,606	55,415	56,224	57,033	59,460	60,471	61,482
	1.350	1.370	1.390	1.410	1.470	1.495	1.520
8	56,629	57,438	58,247	59,056	61,685	62,696	63,707
	1.400	1.420	1.440	1.460	1.525	1.550	1.575
9	58,651	59,460	60,269	61,078	63,909	64,921	65,932
	1.450	1.470	1.490	1.510	1.580	1.605	1.630
10	60,674	61,482	62,291	63,100	66,134	67,145	68,157
	1.500	1.520	1.540	1.560	1.635	1.660	1.685
11	62,696	63,505	64,314	65,123	68,359	69,370	70,381
	1.550	1.570	1.590	1.610	1.690	1.715	1.740
12	64,718	65,527	66,336	67,145	70,584	71,595	72,606
	1.600	1.620	1.640	1.660	1.745	1.770	1.795
13	66,741	67,550	68,359	69,168	72,808	73,819	74,831
	1.650	1.670	1.690	1.710	1.800	1.825	1.850
14	68,763	69,572	70,381	71,190	75,033	76,044	77,055
	1.700	1.720	1.740	1.760	1.855	1.880	1.905
15	70,786	71,595	72,404	73,213	77,258	78,269	79,280
	1.750	1.770	1.790	1.810	1.910	1.935	1.960
16	70,786	72,606	74,426	75,235	79,482	80,494	81,505
		1.795	1.840	1.860	1.965	1.990	2.015
17	70,786	72,606	74,426	75,235	79,482	80,494	81,505
18	72,808	74,628	76,449	77,258	81,707	82,718	83,729
	1.800	1.845	1.890	1.910	2.020	2.045	2.070
19	72,808	74,628	76,449	77,258	81,707	82,718	83,729
20	73,908	75,728	77,549	78,358	82,807	83,818	84,829

21	73,908	75,728	77,549	78,358	82,807	83,818	84,829
22	75,008	76,828	78,649	79,458	83,907	84,918	85,929
23	75,008	76,828	78,649	79,458	83,907	84,918	85,929
24	76,108	77,928	79,749	80,558	85,007	86,018	87,029
25	76,108	77,928	79,749	80,558	85,007	86,018	87,029
26	77,208	79,028	80,849	81,658	86,107	87,118	88,129
27	77,208	79,028	80,849	81,658	86,107	87,118	88,129
28	78,308	80,128	81,949	82,758	87,207	88,218	89,229

**Appendix B**  
**Effective January 1, 2017**  
**LERC Premium Plan**

<b>Deductible and Coinsurance Limits</b>	<b>In Network</b>	<b>Non Network</b>
Deductible per Benefit Period	Single Coverage \$750 Family Coverage \$1,500	Single Coverage \$1,500 Family Coverage \$3,000
* Wellness Incentive Deductible	Single Coverage \$500 Family Coverage \$1,000	
Coinsurance	90%	60%
Coinsurance Limit (does not include deductible.)	Single Coverage \$1,500 Family Coverage \$3,000	Single Coverage \$3,000 Family Coverage \$6,000

<b>Copay</b>	<b>In Network</b>
Primary Care Physician Copay	\$25.00
Specialist Copay	\$40.00
Emergency Room Copay	\$100.00 Emergency \$200.00 Non-Emergency

<b>Routine/Preventative &amp; Wellness Services Covered Under the Affordable Care Act</b>	<b>100% In Network</b>
---	------------------------

<b>Prescription Drug Benefit</b>	<b>In Network</b>
Retail Drug Card	\$10/\$25/\$50
Mail Order	\$20/\$50/\$100

\*Bargaining unit members who participate in and complete the preventative health screenings and online health assessment on or before November 1 of the applicable year, shall receive a wellness incentive credit toward the employee's deductible as per the LERC Premium Plan.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE LORAIN COUNTY JOINT VOCATIONAL SCHOOL TEACHERS ASSOCIATION  
AND  
THE LORAIN COUNTY JOINT VOCATIONAL SCHOOL BOARD OF EDUCATION**

This Memorandum of Understanding is entered into this 16<sup>th</sup> day of September 2015, by and between the Lorain County Joint Vocational School Teachers Association (hereinafter referred to as the "Association") and the Lorain County Joint Vocational School Board of Education (hereinafter referred to as the "Board").

WHEREAS, the Board of Education and the Association are currently parties to a negotiated agreement effective July 1, 2013 through June 30, 2016; and

WHEREAS, Article 12 of the current negotiated agreement establishes OTES procedures; and

WHEREAS, the Ohio Legislature passed HB 362 which allowed for changes regarding the frequency of OTES evaluations; and

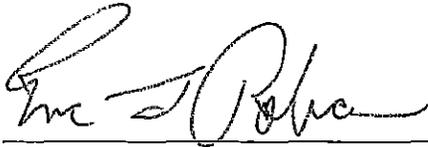
WHEREAS, the parties desire to include certain provisions of HB 362 within the OTES procedures of the current negotiated agreement.

NOW THEREFORE, the parties agree to the following:

1. For teachers receiving an "Accomplished" rating from the 2014-2015 school year, evaluations will occur every three (3) years. During the years such teachers are not formally evaluated, the following requirements shall apply:
  - a. Professional growth or improvement plan in accordance with the current negotiated agreement
  - b. One (1) announced Observation
  - c. One (1) post conference within five (5) days of the observation
  - d. Determine a rating for student growth measures and maintaining a reported rating of "average" or higher to continue the less frequent evaluation cycle
  - e. If the teacher's reported student growth measure score is lower than "average", the teacher will be formally evaluated during the subsequent year in accordance with the procedures set forth in Article 12.04 of the current negotiated agreement
2. For teachers receiving a "Skilled" rating from the 2014-2015 school year, evaluations will occur every other year. During the year such teachers are not formally evaluated, the following requirements shall apply:
  - a. Professional growth or improvement plan in accordance with the current negotiated agreement
  - b. One (1) announced Observation
  - c. One (1) post conference within five (5) days of the observation
  - d. Determine a rating for student growth measures and maintaining a reported rating of "average" or higher to continue the less frequent evaluation cycle

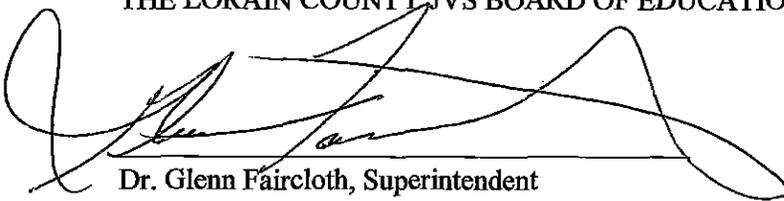
- e. If the teacher's reported student growth measure score is lower than "average", the teacher will be formally evaluated during the subsequent year in accordance with the procedures set forth in Article 12.04 of the current negotiated agreement
  - f. Teachers in the final year of a limited contract will be evaluated
3. Teachers new to the District shall receive a student growth measure rating of "average" during their first year at Lorain County JVS. Their performance rating will be based on the rubric rating.
  4. Any teacher who has submitted notice of retirement on or before December 1 of the school year, shall not be evaluated for that year.
  5. Teachers who were on leave for fifty percent (50%) or more of the school year shall not be evaluated, however, any teacher in the final year of a limited Contract will be evaluated based on the teacher performance rating rubric and using the student growth measure as reported through ETPES the previous year.
  6. This MOU shall be for the duration of the current negotiated agreement and shall remain effective for the duration of any extensions of such agreement, unless there is a determination that laws, rules or regulations prevail over this MOU and/or negotiated agreement.
  7. This constitutes the entire agreement between the Board and the Association regarding the specific issues outlined herein. Any amendment to this MOU must be in writing and signed by both parties. This MOU, the Negotiated Agreement and the Board's evaluation policy are the only understandings or arrangements between the parties regarding the issues outlined herein.

THE LORAIN COUNTY JVS TEACHERS ASSOCIATION



Eric Robson, President

THE LORAIN COUNTY JVS BOARD OF EDUCATION



Dr. Glenn Faircloth, Superintendent