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06/19/2013

**AGREEMENT**

**BETWEEN**

**LEIPSIC EDUCATION ASSOCIATION**

**AND**

**LEIPSIC LOCAL BOARD OF EDUCATION**

**EFFECTIVE AUGUST 1, 2013 – JULY 31, 2016**

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## **ARTICLE I: ASSOCIATION RECOGNITION**

### **A. ASSOCIATION RECOGNITION**

The Leipsic Local Board of Education (hereinafter referred to as the board), recognize the Leipsic Local Teachers Association OEA/NEA (hereinafter referred to as the Association) as the sole and exclusive representative for the purposes and exercise of such rights as set forth in this Agreement and/or as defined and set forth in ORC 4117 for all professional staff members in the employee bargaining unit as set forth in section "B" herein.

### **B. BARGAINING UNIT**

The bargaining unit will be defined as all certificated personnel employed under contract by the Board whether on leave, on per diem basis, or otherwise employed, or any other persons performing or to perform any work normally performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers (K-12, Special Ed., & Vocational), guidance counselors, librarians, media and or program specialists, school nurses, coordinators, department heads, athletic directors, and tutors. The Superintendent of schools, assistant Superintendent, if any, principals, assistant principals or other administrative personnel, if any, where their administrative duties are at least fifty (50) percent of their assigned time, shall not be considered to be a part of the bargaining unit.

No teacher as defined in section 3319.09 of the Revised Code shall be designated as a supervisor, a management level employee, or administrator excluded from the bargaining unit unless he/she is employed under a contract governed by section 3319.01, 3319.011, or 3319.02 of the Revised Code, and is assigned to a position for which a certificate is required by divisions (E), (F), (G), (H), (J), (L), and (M) of section 3319.22 of the Revised Code, or is a supervisor certified under division (I) of section 3319.22 of the Revised Code.

Association representation will include any newly created position unless such employment position is among those excluded and noted above.

Whenever the term(s) "professional staff member", "staff member", "staff", "employee", or "teacher" appear in this agreement, they shall be taken to mean a member(s) of the bargaining unit covered by this agreement.

The Association President or his/her designee will submit a list of the names of the elected or appointed officers of the Association to the Superintendent by November 1 of each school year.

## **ARTICLE II: ASSOCIATION RIGHTS**

Exclusive recognition shall entitle the Association to the following organizational rights:

### **A. USE OF SCHOOL BUILDING AND EQUIPMENT**

The Association will have the right to use school buildings without cost at reasonable times for meetings. The Association may use school building rooms for the purpose of committee or other

similar small meetings provided such meetings will not interrupt or disturb any other previously scheduled activities.

Association building representative(s) will have permission to use individual school equipment when such equipment is not otherwise in use. The Association may purchase supplies and materials from the board's supplies at the price agreed upon by the Board and association.

#### **B. DISSEMINATION OF INFORMATION**

The Association or its representatives shall have the right to:

1. Place notices, circulars, and other material in all teachers' mailboxes.
2. Use the inter-school mail system to distribute association material of the type described above.
3. Use, in each building, a reasonable amount of space on existing bulletin boards located in the teacher lounge areas readily accessible to and normally frequented by teachers.
4. Make brief announcements at faculty meetings.

#### **C. PAYROLL DEDUCTION**

The following payroll deductions will be provided at no cost to the professional staff member:

United Teaching Profession dues—Teachers may at any time sign and deliver to the Board, prior to September 23 or within fifteen (15) calendar days of hire during the school year, a form authorizing payroll deduction of membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the board terminates.

Such deduction(s) shall be made in equal amounts beginning with the first paycheck in October and continuing for each of the next eleven (11) pay checks for those with continuing authorization or those who submit appropriate authorization forms prior to September 23. Payroll deductions will be equally divided over the remaining withholding period for all those submitting authorization forms after September 23. All money so deducted shall be remitted monthly to the Treasurer of the Association, accompanied by a list of teachers from whom the deductions are made and the amount for each said teacher.

Within seven (7) days of the receipt of a teacher's written notice to discontinue such deductions, the board Treasurer shall provide the Association Treasurer notice of such withdrawal of payroll authorization as well as the names of said teachers making such request.

#### **D. PERSONNEL DIRECTORY**

The administration will provide all professional staff members with a directory listing the names, addresses, listed phone numbers and job assignments on record of all employees of the Board.

#### **E. SCHOOL BOARD**

1. Meeting Notice and Agenda—The president of the Association will be given notice and supplied with an agenda and all accompanying data of all regular and special Board meetings 24 hours in advance.

2. Association Participation—A representative of the Association shall be permitted to address the board at each Board meeting. The Association may also arrange to be placed on the printed agenda by submitting a written request five (5) days in advance of the meeting to the superintendent.
3. Minutes and Other Public Documents—The Association President will be provided, without cost, all documents included with the agenda such as the minutes, attachments, special reports, addendums (except confidential addendums), financial statements and similar documents.

#### **F. NEW STAFF**

1. Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract.
2. At the first day orientation meeting, the Association will be provided 30 minutes to address the staff following the close of the comments or address by the Superintendent and/or administration.

#### **G. ASSOCIATION BUSINESS DURING SCHOOL HOURS**

The Association shall be permitted to transact its official business on school property during the school day as long as it will not interfere with the teaching responsibilities of a teacher or attempt to interrupt normal school operations. The principal has the right to halt any activities which will interrupt normal school activities.

The President of the Association and/or a designee and/or the UniServ Consultant for the Association shall have the right to visit schools and individual teachers so long as such visits will not interfere with the normal teaching duties of the professional staff member and/or the Association leadership. An effort will be made to adjust the schedule of the Association President to allow one period per day or its equivalent for the purpose of conducting Association business. Upon arrival at a building, the UniServ consultant will first check with the building principal or his designee prior to making any visitations.

#### **H. ASSOCIATION LEAVE**

The President of the Association or his/her designee, or elected delegates to meetings of the Ohio Education Association, or other State and National organizations affiliated with same may attend official meetings of these bodies which are required of them in their elected or appointed positions without loss of pay. No expense for such meetings, other than substitute service shall be paid by the Board. Association leave shall be limited to a maximum of four days per year.

#### **I. RIGHTS UNDER THE LAW**

Nothing contained herein will be construed to restrict or deny any professional staff member's rights under the law unless it is specified in this agreement.

#### **J. NO REPRISAL CLAUSE**

There will be no reprisals or penalties of any kind taken against or levied upon any professional staff member by reason of his/her membership in the Association or participation in any of its activities.

## **K. FAIR SHARE FEE**

Fair share fee shall be an exclusive right conferred upon the Association as the exclusive representative agent.

Unless otherwise specified herein, the board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the total dues and assessments of the Association from the pay of all bargaining unit members who elect not to become members of the Association or from those who elect not to remain members of the Association.

Payroll deduction of such annual fair share fees for all regularly employed non-Association members shall commence with the first payday that occurs on or after January 15 annually and continue through all remaining pay periods over which Association membership dues and assessments are deducted.

In the case of bargaining unit employees either newly hired after the beginning of the school year, or newly entering the bargaining unit, the payroll deduction shall commence on the first pay date on or after the later of:

1. Sixty consecutive days of employment in a bargaining unit or
2. January 15.

Substitutes employed for sixty (60) or more but less than ninety (90) consecutive days and who do not choose to become members of the Association will be subject to fair share fees payroll deductions at the rate of one half (1/2) of the amount withheld from each full-time employment fee payer. After ninety (90) consecutive days of employment, such non-Association member substitutes will be subject to the full fair share fee payroll deductions.

Non-Association member substitutes employed at the beginning of the school year under either verbal or written contract for a period of ninety (90) or more consecutive days at full salary, will be subject to the full fair share fee payroll deductions beginning simultaneously with those of all other full-time fair share fee payers. Substitutes employed at any other time of the year at full salary rates will be subject to the full fair share fee payroll deductions retroactive to the first day of employment and beginning sixty (60) days following such employment if employed after January 15 of the school year.

Upon notification from the Association that a bargaining unit member has terminated Association membership, the Treasurer of the Board shall commence the check-off of the annual fair share fee with respect to such former member. The amount of the fee to be deducted by such check-off shall be the total of the annual dues and assessments of the Association less the amount previously paid through employee authorized payroll deduction. The deduction of the amount to be deducted shall commence on the first pay day occurring on or after forty-five (45) days from the termination of membership.

Association dues and assessment rates and annual fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll-deducted. The Board will transmit monthly all amounts so deducted to the Association Treasurer.

The Board will accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

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

No non-member filling 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.

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

#### **L. MANAGEMENT RIGHTS**

The Association recognizes that the board is vested by law with the authority and the responsibility of making the rules and regulations by which the School District will be governed. The Association agrees that, unless such authority is specifically limited by a specific provision of this agreement, the Board has and retains all of its rights and authority to manage and control the School District which the Board possesses under law. The Board agrees that it will not take any action affecting wages, hours, or terms and conditions of employment without engaging in collective bargaining.

The Board may exercise any right or authority as specified in 4117.08 retained by it, which is not specifically limited by the terms of this agreement, without bargaining with the Association with respect to the exercise of such right or authority, except as it may effect wages, hours, terms, and conditions of employment.

### **ARTICLE III: NEGOTIATION PROCEDURES**

#### **A. COMMITMENT TO BARGAIN/SCOPE OF NEGOTIATIONS**

The Board of Education shall enter into negotiations with the Association for the purpose of achieving a signed agreement covering compensation, hours, terms and other conditions of employment, the continuation, modification, or deletion of any existing provision of this agreement. The Association or the Board is free to introduce any other matters of concern.

Both parties agree to conduct negotiations in "Good Faith." "Good Faith" requires that the Association and the board provide reasons for their proposals and counterproposals and be willing to react to each other's proposals and/or make concessions with the intent of reaching agreement. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and/or offer counterproposals. "Good Faith" requires both parties to recognize negotiations as a shared process. "Good Faith" does not mean that either negotiations team is given authority to make final commitment for the Board or Association.

**B. ACCESS TO INFORMATION**

Upon request by the Association and in compliance with the Ohio Revised Code, Section 149.43, the Board shall supply all public information, financial or otherwise relative to the operation of the school district.

Upon request of the Association, the Board and Superintendent agree to furnish, in a reasonable period of time, such other routinely prepared information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the bargaining unit members, the students and the educational program.

The Association agrees to furnish all available information for its proposals to the Board's negotiating team to support the development of the aforementioned programs for the school district.

**C. DIRECTED REQUESTS**

Requests to open negotiations for a successor agreement shall be submitted at least ninety (90) days, as defined in section D, prior to the expiration of this agreement. All requests to open negotiations shall be in writing. Board requests shall be directed to the president of the Association. Association requests shall be directed to the Superintendent or Board appointed negotiator.

A representative of the Association will meet with the Superintendent for the purpose of establishing a mutually satisfactory time, date and place for the first bargaining meeting.

The initial negotiations session shall be held within fourteen (14) school days following receipt of a request by either party unless both parties agree to a later date.

**D. NEGOTIATING PERIOD**

Unless the parties mutually agree otherwise, the length of the negotiating period for any successor agreement shall be a maximum of sixty (60) days, exclusive of mediation or any impasse procedures, commencing with the initial agenda setting session. "Days" shall mean any day Monday through Friday except calamity days and Federal holidays.

The negotiating period shall not extend beyond sixty (60) calendar days prior to the expiration date of this agreement, unless the extension is mutually agreed to by the Association and the Board.

**E. COMPOSITION OF NEGOTIATING TEAMS**

The Association shall, without restriction, select those individuals who shall comprise the Association negotiating team, the total not to exceed three (3).

The Board shall, without restriction, select those individuals who shall comprise the Board's negotiating team, the total not to exceed three (3).

**F. INITIAL NEGOTIATING SESSION/SUBSEQUENT NEGOTIATING SESSION**

The first item of business at each and every negotiating session shall be the establishment of a mutually agreeable time, date and place of the next session between said teams.

All negotiations shall be conducted in executive sessions exclusively between said representatives unless the parties mutually agree to waive this provision.

#### **G. CAUCUS**

Upon request of either party, the negotiating session shall be recessed to permit the requesting party to caucus.

#### **H. AGREEMENT**

1. As tentative agreement is reached on each item during the negotiating period, the agreement shall be reduced to writing and initialed by each team.
2. If agreement is reached on matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted to the Association for its consideration. Within fourteen (14) calendar days of the receipt of the tentative agreement, the Association shall take action to ratify or reject such tentative agreement. If ratified, such written agreement shall be submitted to the board of Education for its consideration. The Board of Education shall take action at the next regular or special meeting of the Board of Education which shall be not more than fourteen (14) calendar days from the date of receipt of the ratified agreement from the Association.

#### **I. FINAL AGREEMENT**

Upon ratification by both the Association and the Board of Education, two (2) copies of the total agreement shall be signed by the president of the board of Education, the Superintendent, the Association president, the Association negotiations chairperson, and the OEA Labor Relations Consultant. Both parties shall retain a signed copy of the final agreement, which shall be binding upon both parties. One copy will be submitted to the State Employment Relations Board (hereinafter referred to as SERB) pursuant to its rules and regulations. The SERB recognized bargaining agent of record will retain one copy.

#### **J. DISAGREEMENT**

1. Responsibilities -- The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediator/impane resolution facilities as are or may be provided.
2. If, after continued negotiation meetings, the Association and the Board of Education negotiator find it impossible to reach a conclusion, a study session between the two groups plus additional representatives from the LEA (2) and the Board of Education (2) will be scheduled.

Said purpose will be to clarify all proposals and issues and attempt to resolve all differences.

It is understood that the proposals may then be referred back to the original negotiating groups for final resolution.

### 3. Assistance of a Mediator/Fact Finder

The Impasse resolution procedures herein shall supersede the dispute settlement procedures set forth under ORC 4117.14.

Unless the parties mutually agree to an extension, if agreement is not reached on matters being negotiated at the end of the sixty (60) day negotiating period or not later than forth-five (45) calendar days prior to the expiration date of this Agreement, either party may declare an impasse and request that an impartial mediator be selected.

The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call of mediation, the Federal Mediation and Conciliation Service shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service.

In the event that the Federal Mediation and Conciliation Service makes a policy not to provide assistance to public school districts or is otherwise unable to provide services to the parties, either party or the parties jointly shall petition, in writing, the American Arbitration Association to provide a list of seven (7) names. If there are no names acceptable on this list to one of the two parties, that party may request a second list. The parties shall alternately strike a name until one remains, and that person shall serve as the mediator.

The mediator shall have the authority to schedule and conduct meetings for the purpose of assisting the parties to reach a settlement of the impasse.

Both parties hereby agree to give, upon request, such information, as the mediator deems necessary.

Except by mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) calendar days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.

The cost in securing and utilizing the services of a mediator shall be shared equally by the Board and the Association.

## **ARTICLE IV: GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

A "Grievance" is defined as a claim that there has been a violation, misinterpretation or misapplication of the terms and conditions or any provision of this Agreement.

The term "grievant" or "aggrieved" shall be taken to mean any member of the bargaining unit, any group of members acting as a class, the Association itself acting on behalf of itself or for any member or group of members of the bargaining unit.

"Days" as used in this procedure shall be any day Monday through Friday exclusive of calamity days, negotiated, school observed or federally recognized holidays.

"Representation or representative" as provided for in this section shall be: any member of the Association or its affiliates, any consultant or employee of the affiliate, or legal counsel of the Association or its affiliates.

## **B. GENERAL PROVISIONS**

The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

All written requests, grievances, relief sought, and grievance dispositions as called for in the procedure shall be sent to the receiving party by letter or personal service at each step of the procedure. If service is personal service, the individual making such service shall indicate the time and date of service and the person receiving same shall affix his signature thereto.

The Association may bring a grievance on behalf of a teacher and all other teachers similarly situated if the facts and circumstances giving rise to the class grievance are substantially the same for teachers in the class. The Association may bring a grievance on behalf of itself.

The grievant may be represented at all stages of the grievance procedure by any representative as defined above.

When any member of the bargaining unit brings a complaint or "grievance" as defined by ORC 4117.03 and is not represented by the Association, the Association shall have the right to have its representative present, to state the views of the Association and offer testimony at all stages of such a hearing process or procedure.

Except when there is a mutual agreement otherwise, the president of the Association or his designee and the grievant shall receive prior notice at least twenty-four (24) hours in advance of each meeting/hearing held with a grievant after the grievance has been formally filed.

Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any government agency, regulatory body, or any court of law with jurisdiction in this school district.

No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.

If a grievance appears to arise from the actions of an authority higher than the principal and/or affects a group of members of the Association, it may be submitted at Step II described herein and the processing of such grievance shall commence at Level II. Class grievances involving more than one principal and/or grievances involving the Superintendent may be filed by the Association at Step II. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

Grievances shall be presented and received during regular working hours. Other times for hearings and meetings shall be set by mutual agreement of the parties. No reduction in compensation shall occur for any teacher as a result of participation in any grievance or any grievance proceeding.

The Board, the administration, and the Association will cooperate with the investigation of any grievance and further, the parties will furnish each other such information as is requested for the processing of any grievance. Should the investigation and/or processing of any grievance require that a teacher and/or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled or required to be present to attend. Formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded to both sides. Each hearing shall have provision for: initial presentation of the grievant's case, presentation of the administration's response/case, questioning of witnesses or representatives, and final summaries, with either party having the right at its option to waive any or all of the foregoing.

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level.

The Association may continue and submit to arbitration any grievance filed by an individual and later dropped provided the grievance involves the application or interpretation of this Agreement.

A grievance may be withdrawn at any level without prejudice or record.

### **C. INFORMAL PROCEDURE**

In the event that the grievant believes there is a basis for a grievance, he/she may first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem.

### **D. FORMAL PROCEDURES**

Formal grievance forms are attached in the forms section of this agreement.

#### **1. STEP I**

No later than thirty (30) working days after the grievant became aware of the alleged violation giving rise to the grievance, the grievant may submit a completed and signed STEP I grievance form to the administrator who has the authority to bring about a resolution of the alleged problem. Said administrator will acknowledge receipt of the grievance form by initialing two (2) copies of such completed form. Once the form has been initialed, a copy of the completed form shall be given to the grievant and to the Association representative. Such administrator shall meet with the grievant and his/her Association representative, in an effort to resolve the grievance. After such meeting but within five (5) working days of receipt of the Grievance form, the administrator shall indicate his/her disposition of the grievance in writing, and forward a copy thereof to the grievant and the Association. If such disposition is not timely filed, the grievance will be automatically forwarded to the next step.

## **2. STEP II**

If the grievant or the Association is not satisfied with the disposition of the grievance at STEP I, the grievant, through the Association, or the Association may initiate Step II by completing a written Grievance Report Form STEP II and submitting it to the Superintendent within ten (10) working days of receipt of the Step I disposition. The Superintendent and/or his designee shall meet with the grievant and his/her Association representative for the purpose of resolving the grievance. After such meeting but within five (5) working days after the receipt of the completed grievance form, the Superintendent shall indicate his disposition of the grievance in writing, and forward a copy thereof to the grievant, the Association, and Administrator(s) involved. If such disposition is not timely filed, the grievance will be automatically forwarded to the next step.

## **3. STEP III**

If the grievant or the Association is not satisfied with the disposition made by the Superintendent, the grievant through the Association, or the Association may initiate STEP III by completing a proper Grievance Report Form and submitting it to the Board Treasurer within ten (10) working days of receipt of the Step II disposition. The Board shall meet with the grievant, the Association representative, and the Superintendent or his designee, to review the grievance and attempt to resolve same. After such meeting but within twenty-one (21) calendar days of the receipt of the grievance form, the Board shall reduce its disposition of the grievance to writing and forward a copy thereof to the grievant, the Association and the Superintendent. If such disposition is not timely filed, the grievance will be automatically advanced to the next step. Upon mutual agreement of the parties to the grievance, the grievance may be submitted to STEP IV without a hearing before the Board.

## **4. STEP IV**

If the grievant or the Association is not satisfied with the disposition of the grievance by the Board, the grievant through the Association or the Association may submit the grievance to an impartial arbitrator by filing a request for arbitration with the Treasurer of the Board and the Superintendent within ten (10) working days of the Step III disposition. Within three (3) working days after the submission of the request, the Association representative and the Superintendent shall meet to select the arbitrator. If no arbitrator is selected within five (5) working days, the demand for arbitration and the request for an arbitrator shall be submitted to the American Arbitration Association in accordance with its rules, which rules [(1) the American Arbitration Association rules for voluntary labor arbitration or (2) the American Arbitration Association rules for expedited labor arbitration] shall likewise govern the arbitration proceeding. Both parties may be represented at the arbitration hearing.

The jurisdiction and authority of the arbitrator and his opinion and award shall be limited to the interpretation of the written provisions of this Agreement. The arbitrator shall have no power to alter, add to, or subtract from or in any way modify the terms and conditions of this Agreement. A court of competent jurisdiction shall be the appropriate forum for the resolution of disputes over whether or not any written provisions of said Agreement are contrary to law.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his jurisdiction. In his decision the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit

the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

The arbitrator will render his/her decision in writing within thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted to him/her. His/her decision, when so rendered as required by law, will be binding upon the parties and may be enforced in any court of competent jurisdiction.

The fees and expenses for the services of the arbitrator will be borne equally by the Board of Education and the Association.

## **ARTICLE V: EMPLOYMENT PRACTICES**

### **A. SENIORITY**

#### **1. SENIORITY DEFINED**

- Seniority shall begin to accrue from the most recent date of hire.
- Part-time employees (employees working less than ½ of a full school day) shall accrue seniority pro-rated against the minimal full-time standard.

#### **2. EQUAL SENIORITY**

A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the application of the seniority provisions above.

Ties in seniority shall be broken by lottery, with the most senior being designated as the employee whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated association representative.

#### **3. SUPER SENIORITY**

For layoff purposes only, employees employed under continuing contract shall have greater seniority than employees employed under limited contract.

For layoff purposes only, the Association president shall be the most senior employee in the bargaining unit.

#### **4. LOSS OF SENIORITY**

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Employer.

#### **5. POSTING OF SENIORITY LIST**

In addition to the posting provisions required under the reduction in force provisions, the seniority list shall be posted annually, by October 29 of each work year. The Employer shall



4. Professional staff members new to the system with previous teaching experience outside the district may be offered the initial contract of up to two (2) years duration at the discretion of the Superintendent. Subsequent contracts to such staff members shall follow the contract sequence notice in Section 1 above.

### **C. NON-RENEWAL & TERMINATION**

Termination from employment shall be conducted in accordance with ORC 3319.16 and 3319.161. No employee shall be disciplined, reduced in rank, or compensation, demoted, or terminated except for one of the reasons listed in ORC 3319.16 and applicable provisions of this contract or for other good and just cause.

Non-renewal of a teacher shall be governed by and in accordance with ORC 3319.11.

### **D. EVALUATION**

In the event that the implementation of the new Ohio Teacher Evaluation System (OTES) is delayed past the start of the 2013-14 school year, then the Evaluation Policy Consultation Committee shall meet to decide procedures to be followed.

#### **1. PURPOSE**

The purpose of the evaluation procedure is to provide a definite written record of a staff member's work performance. Any ongoing evaluation program will be to provide a record of the service of each teacher; to provide objective evidence for employment and personal decision and to promote improvement of instruction as a part of the goals of the school system; to constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, contract non-renewal, or termination; as reference material (for recommendation to their school system or employers).

#### **2. DEFINITIONS**

Formal Observation: A formal classroom or work assignment visitation(s) in which the evaluator observes the staff member in the process of classroom instruction and/or supervision or otherwise in the performance of their assigned duties.

Informal or Casual Observation: Direct information procured by observation of the staff member either in or outside the classroom or work assignment at any time other than the formal observation.

Walkthrough: A walkthrough is a formative written assessment piece that focuses on one or more of the following components: instructional planning, lesson deliver, differentiation, resources, classroom environment, student engagement, and assessment.

Evaluation: A written compilation of data and conclusions drawn from observation, either formal or informal.

Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the

Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.

Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.

Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Proficient, Developing or Ineffective.

Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.

Evaluation Instrument: The process and forms used by the teacher's evaluator. The forms are located at the end of this agreement.

Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.

Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

Poorly Performing Teacher: 1) A teacher who is assigned an evaluation rating of Ineffective for three (3) consecutive years.

### **3. APPLICATION**

The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

- Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
- Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spends at least fifty (50) percent of their time providing student instruction.
- Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spends at least fifty (50) percent of their time providing student instruction.
- Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
- Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Regular and Part time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Leipsic Education Association.

### **4. EVALUATOR**

Evaluation of an employee shall be conducted by the designated employee's immediate supervising principal as well as the superintendent when deemed necessary. The evaluator shall not be a bargaining unit member. An evaluator must be a full-time credentialed contracted employee of the District. The evaluation principal or superintendent must be employed under a contract pursuant to ORC Section 3319.01 or 3319.02 and must hold at least one (1) certificate named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22. The person who is responsible for assessing a teacher's performance shall be: (1) The teacher's immediate supervisor for those teachers with an expected level of student growth or a below expected level of student growth on the student growth measure dimension of the evaluation procedure. (2) An evaluator selected by the teacher for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure. (3) In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. (4) In the event that the principal is unable to complete the evaluation process, an alternate credentialed evaluator may be selected upon the

recommendation of the evaluation policy consultation committee to complete the evaluation process.

In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

## **5. PERFORMANCE EXPECTATIONS**

At the beginning of each school year, the administration will acquaint all staff with the district's performance expectations and with all evaluation procedures, criteria, and instruments which may subsequently be used in their evaluation, and will clearly set forth, in writing, and distribute same to all staff such performance expectations and evaluation procedures, criteria and instruments.

## **6. ORIENTATION**

Each teacher shall be given written instructions on the purpose, mechanics and dimensions of the evaluation procedure.

Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of his or her evaluator, written instructions, and group evaluation instrument training.

A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.

## **7. EVALUATION POLICY CONSULTATION COMMITTEE**

The Association and the Board agree to establish a standing joint Evaluation Policy Consultation Committee for the purpose of jointly establishing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.

Evaluation forms will be developed by an evaluation committee and attached in the forms section of this agreement. The committee will be composed of two (2) members selected by the Superintendent and two (2) bargaining unit members selected by the Association. All forms will be consistent with the terms of this agreement.

Committee members shall serve staggered terms of not more than 3 years. Committee members shall be representative of elementary, middle school, secondary teachers.

The committee shall be chaired jointly by a committee member from the Association and a committee member from the Board.

The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

One task of the committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc. The committee shall perform this task over the term of this agreement and shall make recommendations to inform future contract negotiations.

All decisions of the committee will be achieved by consensus.

Members of the committee will receive release time for training. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

The Board and the Association shall bargain during regular contract negotiations all elements of the teacher evaluation procedure that are not expressly prohibited subjects of bargaining, and these negotiations must be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

Upon ratification of the negotiated agreement, the Board shall amend its evaluation policy to conform to the terms of this agreement.

If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

## **8. OBSERVATIONS**

No staff member shall be evaluated on his/her work performance except after fair and reasonable observations of the staff member by the evaluating principal or by the superintendent when deemed necessary.

All monitoring or observation of the work performance of a staff member shall be conducted openly and with full knowledge of the affected staff member. Recording devices may be used to assist in observing the work performance of a staff member so long as it is with full knowledge and consent of the staff member. Otherwise, the use of eavesdropping, public address, or audio/video systems and similar surveillance devices for monitoring the work performance of a staff member shall be strictly prohibited.

The evaluation criteria shall be limited to the actual performance of the job duties as assigned by the Employer. Work outside of the bargaining unit member's normally assigned duties shall not

be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor.

Formal observations will be conducted only on days when normal procedures can reasonably be expected. Thus, staff members will not be observed for the purpose of a formal evaluation observation on the day before or after a holiday recess, on the day after extended absence, on Staff Development released-time days, or on the first or last day of a semester. Every effort will be made to ensure that evaluations occur on "normal school days." However, if extenuating circumstances arise, observations can be done on a day that is mutually agreed upon by both parties.

A walkthrough is a formative written assessment piece that focuses on one or more of the following components:

- Instructional planning;
- Lesson delivery;
- Differentiation;
- Resources;
- Classroom environment;
- Student engagement; and,
- Assessment.

The walkthrough shall be at least 5 consecutive minutes, but not more than 10 consecutive minutes in duration. A formal debriefing shall occur no later than two days after the walkthrough to discuss observations relative to the identified focus. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough.

Parental or citizen complaints deemed of a serious nature shall be brought to the attention of the staff member against whom they are lodged as soon as reasonably possible after they are brought to the attention of the administration. Any such staff member will be given the opportunity to respond and/or rebut any such complaint.

The first formal observation shall be preceded by a conference between the principal and the staff member for the purpose of (1) providing the principal the opportunity to provide the staff member with full explanation of the observation process, and (2) providing the staff member the opportunity to give the principal an explanation of his/her plans and objectives for that class/work assignment.

A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least three (3) weeks between formal observations. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted. A teacher may request a formal observation at any time in addition to those required by this procedure.

## **9. CONFERENCE AND EVALUATION REPORT**

All formal post-observations shall be followed, within three (3) school days by a conference between the evaluation principal and the staff member in order to discuss the performance

appraised and to discuss any questions arising from the observation. The time constraints for the conference above will be modified by illness or other emergency or by mutual agreement between the evaluating principal and the affected staff member.

The evaluating principal shall write a OTES report summarizing all observations which will acknowledge the strengths and deficiencies of the employee and shall note all data used in support of conclusions made by the evaluator. All deficiencies shall be supported by data and/or with specific, written comments pertaining to formal direct observations by the evaluating supervisor. Professional judgment shall be made based on observable or measurable outcomes of the teaching/learning process or of assigned duties. The report will acknowledge any circumstances which may adversely affect the staff member's performance including by way of example but not necessarily limited to class size, special learning disability students, or abnormal physical facilities and/or supply and personnel shortages.

Affected staff shall be given a copy of any class visit report, evaluation report, or recorded observations prepared by their evaluating principal, which they shall examine and will then sign all copies of said documents. Signing such documents acknowledges only that the staff member has examined said documents, and it is not to be construed as an endorsement of the contents of the documents. Any comment or rebuttal the staff member may wish to make shall be reduced to writing and will become a part of the report or such portions of the evaluation in dispute that cannot be substantiated shall be deleted as per ORC 1347.09 and related sections of the Ohio Revised Code. Copies of such information shall be made available to the affected staff member upon request.

#### **10. REMEDIATION OF DEFICIENCIES IDENTIFIED DURING OBSERVATIONS AND WALKTHROUGHS**

Formal observations and walkthroughs resulting in the identification of performance deficiencies shall be addressed during the post-observation conference or the formal debriefing following a walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing.

The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.

The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such plan shall be reduced to writing and provided to the teacher.

The remediation plan, as outlined in this section, shall detail:

- Performance issues documented as deficient;
- Specific performance expectations;
- The allocation of financial and other resources and assistance to be provided by the District to support professional development of the teacher;
- Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.
- The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under a remediation plan.

If a remediation plan is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. A remediation plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.

If a remediation plan is developed after March 1, the plan shall be continued into the next school year.

Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the teacher within three (3) work days after the observed deficiency occurs. The evaluator shall provide, in writing, to a teacher any plan for remediation of identified deficiencies and shall include a reasonable time period for said remediation.

## **11. FINALIZATION OF EVALUATION**

Before the evaluation cycle is final, and not 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.

The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent.

The Board shall evaluate each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this article and on Continuing Contract once every two school years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation by the tenth day of May of that school year.

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

## **12. FINAL EVALUATION PROCEDURES**

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following "Evaluation Matrix":

		Teacher Performance			
		4	3	2	1
Student Growth Measure	Above	Accomplished	Accomplished	Proficient	Developing
	Expected	Proficient	Proficient	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written report. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

### 13. PROFESSIONAL GROWTH PLANS AND PROFESSIONAL IMPROVEMENT PLANS

Professional growth and improvement plans shall be developed as follows:

Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluators for the evaluation cycle as set forth in this agreement.

Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators for the evaluation cycle as set forth in this agreement.

Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluators. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.

In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request the teacher mentor or another mutually agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator.

Professional growth and improvement plans for a school year shall be developed not later than November 15. The professional improvement plan shall include:

- Specific performance expectations, resources and assistance to be provided;
- Timelines for its completion; and,
- Monetary, time, material, and human resources.

Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance to be provided.

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.

#### **14. ACADEMIC FREEDOM**

It is the obligation of both parties to provide and to promote quality education for all children. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of the individual. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for staff members is encouraged to the extent that teaching activities are a contributing and not a disruptive portion of the total school program. Academic freedom shall be guaranteed to all staff members. Freedom of individual expression which exhibits the basic objectives of a democratic society will be encouraged. Each staff member must be mindful that his/her presentation(s) be open-minded, fair, responsible, and respectful of differing opinions of others.

Staff members are expected to comply with rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

#### **15. PERSONNEL ACTION REQUIREMENTS**

If the evaluator or the superintendent decides to recommend contract non-renewal, contract termination, denial of continuing contract, or any other adverse personnel action, the employee shall be given the reasons in writing at least seven (7) days prior to an official Employer action.

An employee shall be entitled to Union representation at any conference held during this procedure in which the employee will be advised of an impending adverse personnel action.

#### **16. MENTOR TEACHER (COACH) FOR TEACHERS ON AN IMPROVEMENT PLAN**

The District will provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher.

The mentor teacher must have continuing contract status and have a minimum of 5 consecutive years of teaching experience in the district. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.

The mentor teacher must hold a valid teaching certificate/license and may be assigned to teachers with the same area of certification/license.

The mentor teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.

Each mentor teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.

A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.

All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher.

At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised one (1) time by the mentor teacher or the teacher.

## **17. DUE PROCESS**

Any violation of procedural<sup>3</sup> due process shall automatically require re-employment of the employee under a continuing contract, if eligible, or an appropriate limited contract if the employee is not eligible for a continuing contract.

## **18. PERSONNEL ACTION REQUIREMENTS**

Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating.

An evaluation cycle shall not be completed until all teachers have been provided a written report of the results of the evaluation.

<sup>3</sup> The failure of the administration to follow/comply with the precise timelines for the evaluation procedures herein by or for reasons of, including but not necessarily limited to, illness of the employee or evaluator; closure of the building due to calamity, emergencies real or natural, or any other cause construed as a de minimis violation of the time requirements herein shall not be considered a procedural violation of the due process provisions herein.

## 19. DECISION TO CONTINUE

Article V, letter D. Evaluation between the Leipsic Local Board of Education and the Leipsic Education Association is in effect for the academic year 2013-14 and a decision to continue only this article of the agreement will be made by July 1, 2014.

## E. PERSONNEL RECORDS

Official personnel files of all staff members shall be maintained only in the office of the Superintendent. Said file shall be considered confidential except for information which is considered "directory information". All bargaining unit members shall be notified in a reasonable time and have the right to be present or designate a representative to be present if general public request to view their file. The file shall contain a record of those who reviewed the file and the date of the review.

Upon reasonable advance request, individual staff members shall have access to all personnel files maintained in their name or with any information relevant to their conduct, performance, personality or character. Any staff member shall have the right to be accompanied by an Association representative. A representative of a member shall be given access to the file of said member upon presentation of written authorization from such member.

All materials placed in the personnel file of the staff member shall include the following:

1. Date the item was placed in the file;
2. Initials of the administrator placing the entry;
3. Initials or signature of the affected staff member in whose file the material is being placed as well as the date of such signature.

The staff member shall acknowledge that he/she has read the material by affixing his/her signature and date of signing to the copy to be filed. Upon refusal of the affected staff member to sign or initial the material intended for placement in the personnel file, such material may be filed so long as the date of the refusal has been noted on the material to be filed. The initials or signature of a staff member shall not constitute agreement with the contents of the file material but indicates only that the material has been inspected by the staff member.

The staff member will be provided, without cost, a true copy of any material placed in his/her official file when such material is placed in his/her file and shall have the right to obtain a photo static copy of any item in his/her file upon payment of the cost of photocopying such material.

All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the staff member on the basis of the information. If any materials or information contained in the personnel information system are inaccurate, irrelevant, untimely, or incomplete, they shall be removed from the system.

Any affected staff member shall have the right at any time to attach a written reply and/or rebuttal to any material in or being placed in his/her file. Such replies/rebuttals shall be initialed, dated and attached to the material in question by the receiving administrator.

Anonymous letters or materials shall not be placed in a staff member's file, nor shall they be made a matter of record.

Information in the personnel file may be removed upon mutual agreement of the staff member and the administrator making the entry or the Superintendent.

Staff members may submit letters of merit which shall be placed in their file.

The provisions of this section of the contract shall not be construed as limiting the rights accorded to a staff member pursuant to ORC 1347.

## **F. REDUCTION IN FORCE**

### **1. DEFINITION OF REDUCTION IN FORCE**

A reduction in force (RIF) shall have occurred when the employer reduces, eliminates, or fails to fill a bargaining unit position. This definition does not supersede reasons for reduction.

### **2. GENERAL ATTRITION**

To the extent possible, the number of bargaining unit members affected and/or adversely affected by a reduction in force and the extent of such effects will be kept to a minimum by not employing replacements for employees who retire, resign, go on leave of absence or whose limited contracts are not renewed for reasons other than reduction in force.

### **3. REASONS FOR REDUCTIONS**

To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts for reasons other than reduction in force, and when by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of schools territorial changes affecting the district or for financial reasons as determined by the Board, the Board of Education decides that it will be necessary to reduce the number of staff, it may make a reasonable reduction in accordance with the provisions below.

Suspension of staff contracts pursuant to the provisions below for purposes of staff reduction due to lack of essential financial resources shall occur only in the period between the end of one school year and the start of the succeeding school year.

### **4. SUSPENSION - RENEWAL SUSPENSION**

If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

Reductions shall be made by suspension of existing limited contracts and/or renewal/suspension of expiring limited contracts and/or necessary suspension of continuing contracts. Those contracts to be suspended and/or renewal/suspension will be selected as follows:

### **5. LEAST SENIOR REDUCED AND DISPLACEMENT**

Reductions in a bargaining unit field or assignment will be made by selecting the person lowest on the seniority list for that area of certification who is currently assigned to such a position. A staff member so affected may elect to displace any less senior staff member or portion of that staff member's assignment in any other area of certification for which the more senior staff member is also certificated.

Affected staff members electing displacement shall notify the Superintendent, in writing, of his/her election within ten (10) calendar days of the receipt of notification of contract suspension.

If a staff member has been required to obtain a temporary certificate to meet the requirements of the current assignment and also holds provisional or higher certification in other fields, that staff member shall be placed with the appropriate contract status group according to seniority and provisional or higher certification areas and shall have displacement rights within those groups.

Staff subject to or affected by such suspensions will be assigned to open positions for which they have temporary certification or are otherwise legally qualified to fill said position.

## **6. NOTIFICATION OF ANTICIPATED REDUCTION IN FORCE**

If the employer determines a RIF may occur the Employer shall notify the Association in writing, not less than six (6) months prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the employees to be affected, the date of Employer action to implement the RIF and the effective date of the RIF.

The Employer shall develop and provide the Association with a RIF list of potentially affected employees which shall be based on seniority and contract status within areas of certification, license, or entry-level requirement as set forth above.

Within ten (10) calendar days of receipt of the notification, representatives of the Employer and the Association shall meet to review the proposed RIF. If the Association believes that the reason(s) for or implementation of the proposed RIF are contrary to the terms of this Agreement, the Association may demand the matter be submitted to expedited arbitration, in accordance with the Rules for Expedited Arbitration of the American Arbitration Association.

## **7. LIMITATIONS**

The reduction in force provisions of this Agreement shall not be applicable to casual substitutes and long term substitutes in their first year of employment.

The provisions herein shall not diminish or void any right or privileges provided staff members in any state or federal law except as expressly and specifically set forth herein.

The Board shall not contract out bargaining unit work if such contracting would result in the lay-off or reduction of work hours of a bargaining unit member.

Staff members whose contracts are suspended (or renewed-suspended) under the terms of this section are to be considered as being reduced in force (on layoff) and awaiting recall and not as being terminated with the system.

So long as any employee remains on layoff status, no current non-bargaining unit employee shall be assigned to fill a bargaining unit position;

No substitute staff member(s) or any other person new to the system will be hired except where:

- a. There are no staff member(s) on layoff qualified to fill a vacant position or who become qualified by retraining, or
- b. All qualified staff member(s) on layoff decline the offer to fill the vacancy.

Qualifications for a bargaining unit position shall not be upgraded or otherwise restructured so as to prevent the recall of a laid-off employee. No transfer, reassignment or reclassification shall be made during a period of RIF that prevents the recall of an employee on layoff status.

## **8. EMPLOYEE RIGHTS WHILE ON REDUCTION**

Staff on layoff will have the following rights:

Staff member(s) on reduction are to be recalled in the order of seniority and tenure status when vacancies become available for which they are or have become qualified.

- a. First recall shall be of qualified (properly certified) tenured staff in order of seniority.
- b. If vacancies cannot be filled by such tenured staff, then qualified non-tenured staff shall be recalled in order of seniority.

The recall list for those staff on limited contracts shall be maintained for a period of three (3) years or for a period of time equal to their years of service to the district, whichever is greater. Thereafter, a limited contract employee on reduction shall lose his/her rights to recall. It shall be the responsibility of each staff member on lay-off to notify the Board Treasurer and Superintendent of any change in address or certification.

Reduced staff members may, in accordance to the terms and conditions of COBRA, elect to continue participation in any or all of the group insurance plans available to regular employees by remitting the premiums to the Treasurer of the Board of Education. Such employees will be informed of the premium due date.

Each individual who is eligible to elect continuation of fringe benefits under COBRA with the provisions of this Agreement must make such application within the time prescribed by law and the applicable regulations.

Each affected staff member shall have the unchallenged right to unemployment compensation benefits during layoff, when that employee has not been offered an equivalent bargaining unit position in this school district or any other within the restraints of the regulations of the Bureau of Employment Services.

## **9. NOTIFICATION OF RECALL**

It shall be the responsibility of each affected staff member to notify the Board of any change of address or change in certification.

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to the Association and to all qualified said staff at their last known address. Such notification shall also contain the seniority list for the areas of certification being recalled. Any senior eligible staff member that fails to accept the offer of re-employment in writing within fifteen (15) days, excluding Saturdays, Sundays and holidays, from the date said offer is post marked as delivered at the last known address of the staff member, shall be considered to have rejected said offer, and shall be placed at the bottom of the recall list. The most senior of those responding will be given the vacant position.

## **10. STATUS UPON RECALL**

Upon acceptance of the notification to resume active employment status, a staff member on the recall list will return to active employment status with the same seniority as he/she enjoyed at the time of layoff. Such staff member shall be credited with additional sick leave, if any has been earned through interim employment, and be placed on the salary schedule in accordance with their respective training and experience at the time of recall.

## **11. TRANSFERS DUE TO REDUCTION IN FORCE**

- a. When personnel must be transferred as a result of a reduction in force at the particular grade level or class, or assignment, the Superintendent shall notify all staff of the necessary reductions by position/assignment, grade level and building.
- b. The Superintendent will encourage the necessary transfers on a voluntary basis. If this cannot be accomplished, the staff of the department(s) or grade level(s) affected by the reduction shall be transferred on the basis of the number of years of service in the school system. The staff member with the shortest service in the affected grades K-4, 5-8, 9-12 shall be transferred first.
- c. Except in unusual and/or emergency circumstances, the staff member to be transferred involuntarily shall be informed prior to the end of the school year, or at the same time as other staff are informed of their tentative assignments for the ensuing school year, whichever comes first.
- d. The staff member to be transferred may schedule a conference concerning the transfer with the Superintendent.
- e. Any staff member subject to involuntary transfer due to a reduction in force, who does not wish to be transferred, will have the option of being placed on the recall list or being transferred. When during such reduction in force, more individuals select voluntary recall than would be required for appropriate staffing purposes, those with greatest seniority shall have first option at selecting voluntary recall.

## **12. ARBITRATOR AUTHORITY**

An arbitrator may determine an appropriate remedy up to and including reinstatement with back pay and all other emoluments so as to make the grievant whole.

# **ARTICLE VI: LEAVES OF ABSENCE**

## **A. SICK LEAVE**

1. Each full-time professional staff member shall be entitled to fifteen (15) day sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one-fourth (1 1/4) days for each calendar month under contract. Sick leave shall be cumulative to one hundred eighty-two (182) days.

2. Each newly hired staff member who has no accumulated sick leave will be advanced an accumulation of sick leave of at least five (5) days. Each professional staff member under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1-1/4) days per month.
3. Those employees who render part-time or per diem service will be entitled to sick leave in proportion to the time actually worked.
4. Any professional staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon reemployment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision.
5. A professional staff member re-employed by the Board who, since leaving the employ of the Board, has been employed by another board(s) of education or by state, county, or municipal government(s) in Ohio, will receive full credit up to one hundred eighty-two (182) days for sick leave accumulated while in the prior employ of the Board and/or while in the employ of other agencies of the State of Ohio.
6. Any professional staff member being employed by the Board, who, preceding this employment, has been in the employ of another board of education, state, county, or municipal government in Ohio will receive full credit up to one hundred eighty-two (182) days for the sick leave accumulated in this previous employment.
7. Professional staff members absent for purposes of sick leave when school is canceled will not be charged with sick leave.
8. Professional staff members should notify their immediate superior of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.
9. Sick leave shall be granted for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.
  - a. Injury and/or illness in the immediate family:

For purposes of injury or illness in one's immediate family, immediate family will be interpreted as spouse, child, father or mother, sister, brother, and in-laws bearing any of these relationships, or any other member of the family unit living in the same household no matter what degree of relationship.
  - b. Death in family:

In the event of death in the employee's family, immediate family shall be defined as parent, child, spouse, sister, brother, aunt, uncle, niece, nephew, grandparent, grandchild, and in-laws bearing any of these relationships or any other member of the family unit living in the same household no matter what degree of relationship.
10. Each professional staff member will furnish a written-signed statement on forms provided by the Board of Education to justify the use of sick leave. If medical attention is required, the employee shall list, on the same form, the name and address of the attending physician and the date when

the doctor was consulted. Falsification of a statement is grounds for suspension or termination of employment under section 3319.16 of the Revised Code.

11. Incentive Bonus - Annual

At the end of each contract year, any teacher who has used three full days or less of their sick leave will receive \$100 in return for their faithful attendance and service to the district.

Teachers with less than 1.0 full time equivalency will receive an amount equal to their assigned percentage times \$100.

12. Attendance Incentive Retirement Pay

Sick leave days accumulated above the maximum (182 days) will be converted to retirement pay at the rate of one day for each fifteen days of unused sick leave.

**B. PARENTAL LEAVE**

**1. LEAVE RIGHTS**

Staff members may use up to a maximum of thirty (30) days sick leave or advancements thereof for illness or disability caused or contributed to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom hereafter collectively referred to as pregnancy. Said sick leave days must be used consecutively and shall not extend beyond 42 calendar days from the birth of the child, unless additional sick leave is excused by a doctor's notice.

Leave without pay for a period not to extend beyond one complete school year will be granted to a staff member requesting maternity or paternity leave, or adoption of a child. Such leave shall consist of the balance of the current semester and one (1) additional semester or two (2) semesters if the leave commences with the first semester.

**2. TIME FOR FILING APPLICATION**

Application for parental leave should be made no less than thirty (30) calendar days prior to beginning date of the leave unless it would be impossible to comply herewith. The staff member's failure to make a timely application shall not be grounds for denying the approval of such leave. Non-emergency parental leave shall not commence prior to the end of a semester.

**3. RIGHTS WHILE ON LEAVE**

Staff members on paid parental leave whether before or after the period of disability shall continue to be credited with sick leave at the statutory rate. Staff members on unpaid parental or child care leave shall not accrue sick leave but shall be recognized a full-time staff member and treated as such in every way except for purposes of salary and fringe benefits.

Staff members on unpaid parental leave or child care leave shall be entitled to request and receive the right to continue to be covered by insurance for hospitalization, surgical benefits and major medical providing the staff member pays to the Treasurer of the Board, each month, the full amount of the monthly group plan premium of such coverage. Any over-payment of premium shall be refunded to the staff member upon termination of leave.

#### **4. EARLY RETURN**

The staff member on such leave may request an early termination of leave by submitting such a request to the Superintendent. The staff member will be returned to service under this provision if a vacancy or new position exists or if such return can be otherwise arranged by the Administration.

#### **5. REINSTATEMENT RIGHTS**

A staff member's return shall coincide with the beginning of a semester unless waived by the Superintendent. The staff member shall be returned to contract status previously held. Upon return to duty, the staff member will be returned to their original assignment, unless they request another assignment. Upon request for a different assignment, the Superintendent will act on such a request pursuant to the voluntary transfer procedures of the district.

#### **6. CONTRACT RIGHTS**

The anticipated disability caused or contributed to by pregnancy, or the anticipated additional expense to the Board for sick leave pay, fringe benefits, substitute teacher's pay, etc., or any other factor pertaining to the condition of maternity or to pregnancy, shall not be grounds for termination, non-renewal or failure to issue any limited or continuing contract, whether for regular teaching duties, supplemental duties or administrative duties.

### **C. PERSONAL LEAVE**

Each bargaining unit member shall be authorized personal leave without loss of salary, to transact personal business or attend to affairs of a personal nature which cannot reasonably be conducted outside the regular school day. Such leave shall be authorized upon notification given to the Superintendent five (5) work days in advance unless circumstances make it impossible to comply herewith. In such event, the employee shall notify the Superintendent at the earliest possible time. These days of absence shall not be deducted from sick leave or leave other than personal leave.

For purposes of this section, a staff member will not be charged with personal leave when such absence is less than a one quarter (1/4) day and occurs over such staff member's planning/conference period and/or lunch or at such other times where the staff member does not have student supervision responsibilities or time covered by another staff member during their non-supervision time.

Except where an emergency is the reason for the requested personal day, no more than five (5) staff may be on personal leave on any given school day throughout the school year.

Three (3) days of personal leave will be unrestricted, and the applicant for such leave shall be required to sign an approved form stating only that the reason for such leave is personal business.

Where extenuating circumstances exist, the Superintendent may grant additional days of personal leave. Upon certification by the staff member that the purpose of such leave is one which has been authorized pursuant to this policy, the building principal shall approve the application. The principal concerned must sign the request form before it is sent to the Superintendent. (This indicates that the principal knows the intended date of the leave of absence). Personal leave forms shall be available from each building principal.

At the end of each school year, each staff member will be paid for each unused day of personal leave at the daily rate established for substitute pay.

#### **D. PROFESSIONAL LEAVE**

Released time to attend professional meetings, conferences or visitations may be granted to provide the opportunity for certified staff members to advance professionally.

Staff initiated requests for professional leave shall be limited to three (3) days per year. Requests for professional leave for staff initiated by the Administration or professional leave required as a contingency of receipt of a grant or other staff required absences charged to professional leave shall not be counted against the three (3) day limitation noted above.

Professional staff members who attend such meetings or conferences shall be considered assigned to duty with full payment of salary and benefits. Such approved leave will not be deducted from accrued or earned sick leave or personal leave.

Requests for professional leave shall be submitted in writing and shall specify the purpose and duration of such leave. Unless knowledge of the meeting comes after the deadline indicated below, requests for professional leave will be submitted to the superintendent at least two (2) weeks prior to the requested leave.

Professional staff may be granted professional leave for the following reasons:

1. To attend professional conferences;
2. Professional visitations requested by the administration of teachers to other school district
3. Participate in a professional seminar;
4. Or for any other Board of Education approved activity that will promote the professional growth of the teacher and/or the school system.

Reimbursement will be paid for the necessary and reasonable expenses of:

**Registration:** If the employee pays for the pre-approved conference/workshop registration fee, the Board will reimburse the employee 100% of the costs (receipt required).

**Transportation:** Mileage will be reimbursed to the employee based on the standard round trip miles for the destination, as established by the Board, multiplied by the IRS rate as of September 1 of each year (said rate not to exceed \$0.40 per mile). Reimbursement for mileage to destinations not listed or for reimbursement of mileage in excess of the standard round trip miles, requires the employee to provide beginning and ending odometer readings.

**Meal Expense:** Reimbursement for meals for overnight conferences or trips will be at 100% of costs (receipt required) not to exceed \$25.00 per calendar day, tips can not be reimbursed. There will be no reimbursement for meals for single day conferences or trips.

**Lodging Expense:** Reimbursement for lodging will be at 100% of costs (receipt required) minus any applicable sales taxes and personal charges.

**Other:** Other necessary expenses (taxi service, parking, etc.) will be reimbursed at 100% of costs (receipt required) minus any applicable sales taxes and personal charges.

Where a substitute is not hired, current staff assuming the responsibilities for any absent staff will be reimbursed pursuant to the substitute pay provisions herein.

Should the leave be disapproved solely for cost reasons, a teacher requesting said leave may be approved to take the leave without the loss of pay or any benefits, but must bear any other costs of said leave excluding the cost of the substitute, if any. Such leave shall be limited to the actual number of days of the conference unless otherwise approved by the Board of Education.

#### **E. MILITARY LEAVE**

Any regular employee who enlists or is conscripted into the defense forces of the United States for service or training, shall be granted a military leave. He/she shall be reinstated to his/her position in this school system with full credit including the annual increment(s) under the salary schedule, and with at least the same contract status as enjoyed prior to the leave. Application for reinstatement shall be made not later than 90 days from the date of said release or discharge.

Upon receipt of such application, the teacher will be re-employed not later than at the start of the next semester.

#### **F. JURY DUTY**

Each employee selected for jury duty shall notify his/her building principal and the Superintendent in ample time so that arrangements may be made for the time absent. Any money received from jury duty shall be subtracted from the regular school pay.

This leave of absence will not be deducted from the teacher's sick leave, personal leave or other leaves of absence. While on jury duty, the teacher's sick leave, severance pay and all other benefits shall accrue to the teacher the same as any other regularly employed classroom teacher.

#### **G. APPEARANCE IN COURT/HEARING**

Staff members will be permitted a leave of absence with pay and benefits for the actual number of days of required appearance in response to a subpoena in a court case or administrative hearing in which the employee is not a party. Each such affected staff member shall be required to submit to the Board treasurer any witness fee or compensation received as a result of such a judiciary appearance. However, such payment to the Board shall be limited to the per diem rate of regular salary and benefits for each such day of absence exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena. A certificate, signed by the employee, and stating the amount of such fee or other compensation, if any, must be submitted by the employee, or the full salary for the period of absence shall be deducted. In case of absence from duty for any court proceeding or administrative hearing in which the employee is a party, no salary shall be paid to the employee for the period of absence, exceeding unused personal leave. If the suit arises out of and is related to the teacher's employment, no loss of pay or benefits will occur for the absence.

## **ARTICLE VII: PROFESSIONAL COMPENSATION**

### **A. SALARY PLACEMENT & PAYROLL PRACTICES**

The salary of each bargaining unit member covered by this agreement will be adjusted to reflect the rates set forth in the basic salary schedule and/or supplemental salary schedule, where applicable, attached in the forms section of this agreement.

Bargaining unit members on extended service contract shall be paid their per diem rate for each day of such service.

Each teacher employed by the Board shall be given credit for up to ten (10) years of service outside the district, whether private or public, or for up to five (5) years of military service in the Armed Forces of the United States or any combination of both not to exceed ten (10) years of service for proper placement on the salary schedule.

One year's teaching experience shall be defined as not less than one hundred twenty (120) days of teaching experience during a given school year. A year of military service shall be defined as twelve (12) months or major fraction thereof.

In order to insure proper placement on the salary schedule, each newly employed teacher or any teacher with an advancement in professional training shall furnish an official transcript of credits, a valid teaching certificate, and if Armed Forces credit is to be granted, a copy of discharge or separation form 214 to the Board Treasurer.

### **B. ADVANCEMENT ON SALARY - ADDITIONAL TRAINING**

A staff member may advance to a higher level on the salary schedule by fulfilling the following:

1. The affected staff member shall provide evidence of completed additional graduate hours from an accredited college or university.
2. Said hours must be verified by transcript or letter from the college or university where the course work was completed. The salary adjustment will be made no later than September 30th of the current school year or the semester break whichever comes first following receipt of the transcript and/or letter of verification to the Superintendent.

### **C. PAY PERIODS**

The contract year will be divided into twenty-six (26) equal pay periods. Pay days shall be alternate Fridays throughout the year beginning with the first Friday of September each year for all certified bargaining unit members.

All certified employees shall have their paychecks direct deposited according to the following guidelines:

1. Certified employees will be able to choose two banks into which their paychecks will be deposited.
2. Deposits will be made on Friday of pay week. When banks are closed due to a holiday then the deposit will be made the day prior to closing.

3. Certified employees will receive pay stub information detailing the amount of their deposit on paydays or the last day required to work before a holiday provided there is sufficient time to process the payroll.

#### **D. DEDUCTIONS**

Deductions from pay may be made for the following items:

1. Unauthorized or unpaid leaves of absence: Said deduction shall accumulate and be deducted starting with the first pay after the start of said leave and shall continue until the entirety of said deduction has been completed.
2. Withholding of all applicable federal, state, and local taxes: All federal, state, and local taxes shall be deducted according to the laws and regulations governing such tax deductions. Said deductions shall be made according to information contained on the exemption certificate filed with the Treasurer.
3. Retirement Contributions: All federal/state retirement deductions shall be in accordance with the laws and regulations governing such contributions.
4. Annuities: Payroll deductions for annuities will become effective October 1 or February 1 which ever comes first following submission to the Treasurer of a payroll deduction authorization form for said deduction. Said deduction will be bi-monthly and remain in effect until changed/terminated by the employee, or until the employee's contract is terminated.
5. Insurance Deductions: Payroll deduction of the employee's insurance costs will be made bi-monthly starting with employment and terminates when the employment term ends.
6. Section 125 / Flexible Spending Plan Deductions: Section 125/flexible spending plan deduction elections shall be made in September each year to become effective October 1. Said deductions will be bi-monthly and shall be deducted according to the federal/state rules and guidelines governing section 125/flexible spending plans.
7. Association Dues: Association dues shall be deducted starting with the first pay of October and continue in equal installments for eleven (11) consecutive pay periods.

#### **E. BASE SALARY**

Base salary shall be defined as the regular salary paid to a full-time staff member with a bachelor degree and no experience.

#### **F. DAILY OR PER DIEM RATE DEFINED:**

1. In computing deductions for those absences of bargaining unit employees for which a deduction in pay is to be made, the basis is called the daily or per diem rate. The daily rate shall be calculated by dividing the number of workdays in the adopted school calendar applicable to the affected assignment into the full-time salary on the salary schedule that corresponds to the training and experience of the affected individual.
2. Salaries of persons working less than a complete school year shall be calculated on the number of actual days worked times the daily rate.

## **G. SALARY OF PART-TIME STAFF**

Staff employed in part-time positions will be paid as follows:

### 1. Full day, partial week:

Schedule staff employed on schedule of full days for less than a full school week will be paid on a per diem basis for each day they are scheduled to work.

### 2. Partial day schedule:

Staff employed on a partial day schedule will be paid using one of the following methods of computation.

- a. Part-time high school, junior high staff who do not receive a full planning period shall be paid on the basis of the number of teaching/work assignment periods, excluding planning period(s), for which they are contracted as a fraction of the total teaching/work assignment periods, excluding planning period(s), of a regular full-time staff member assigned to the same or similar position(s).
- b. Part-time high school and junior high staff who receive a full planning period shall be paid on the basis of the total number of teaching/work assignment periods and the planning period as a fraction of the total teaching/work assignment periods including the planning period of a regular full-time staff member assigned to the same or similar position.
- c. Where the staff member is employed and assigned to a part-time position where the school day is not subdivided into periods; the salary will be prorated on the basis of the fraction of the time required of a full-time staff member assigned to the same or similar positions.

## **H. WAIVER OF SALARY NOTIFICATION**

The parties hereby agree that the Board shall not be required to provide annual salary notices pursuant to ORC 3319.12 while negotiations over salaries/wages affecting such notices are underway. However, such salary notices will be sent to all members of the bargaining unit upon conclusion and ratification by the parties of such new salary/wage schedules.

## **I. SIGNING BONUS**

New employees signing their initial contract with the Board shall be paid a signing bonus of \$1,650. If said employee remains with the district for the second year, said employee shall be paid an additional \$1,200. If said employee remains with the district for the third year, said employee shall be paid an additional \$800. If the employee resigns or quits his/her position in the school year during which said employee received one of the aforementioned signing bonuses, the signing bonus shall be prorated according to days worked and any money due to the school district or employee shall be reconciled with said employee's remaining paycheck(s).

**J. EXTRA-CURRICULAR & SUPPLEMENTAL CONTRACTS**

**1. SUPPLEMENTAL SALARY SCHEDULES**

		<u>0-3 years</u>	<u>4+ years</u>
a.	Athletic Director	16.00%	17.00%
b.	Fall:		
	(1) Football:		
	Head Varsity	14.00%	15.00%
	Assistant Varsity	7.00%	8.00%
	Junior Varsity	8.00%	9.00%
	Assistant Junior Varsity	5.00%	6.00%
	(2) Volleyball:		
	Head Varsity	10.00%	11.00%
	Assistant Varsity	5.00%	6.00%
	Junior Varsity	6.00%	7.00%
	Freshman	5.00%	6.00%
	(3) Golf:		
	Head Varsity	6.00%	7.00%
	(4) Cheerleaders:		
	(Includes -		
	FB & BKB)		
	Head Varsity	9.00%	10.00%
	Junior Varsity	5.00%	6.00%
	Freshman (Basketball Only)	2.00%	3.00%
	Junior High	3.00%	4.00%
c.	Winter:		
	(1) Basketball:		
	Head Varsity	14.00%	15.00%
	Assistant Varsity	7.00%	8.00%
	Junior Varsity	8.00%	9.00%
	Freshman	5.00%	6.00%
	8 <sup>th</sup> Grade	4.00%	5.00%
	7 <sup>th</sup> Grade	4.00%	5.00%
	Junior High (7 <sup>th</sup> & 8 <sup>th</sup> )	6.00%	7.00%
d.	Spring:		
	(1) Baseball/Softball:		
	Head Varsity	10.00%	11.00%
	Assistant Varsity	5.00%	6.00%
	Junior Varsity	6.00%	7.00%
	(2) Track:		
	Head Varsity	10.00%	11.00%
	Assistant Varsity	5.00%	6.00%
	Head Junior High	4.00%	5.00%
	Assistant Junior High	2.00%	3.00%

	<u>0-3</u> <u>Years</u>	<u>4+</u> <u>Years</u>		<u>0-3</u> <u>Years</u>	<u>4+</u> <u>Years</u>
e. Class Advisors:					
(1) Grade 12	2.00%	3.00%	(6) Grade 7	1.00%	2.00%
(2) Grade 11	1.00%	2.00%	(7) Junior High	2.00%	3.00%
(3) Grade 10	1.00%	2.00%	(8) Prom Advisor	2.00%	3.00%
(4) Grade 9	1.00%	2.00%	(9) Senior Trip Advisor		\$300.00
(5) Grade 8	1.00%	2.00%			

- (Class advisors are credited for each year they are an advisor)
- Senior Trip must be three days and two night in length or longer to warrant a Senior Trip Advisor.

f. Club Advisors:

(1) Art Club	2.00%	3.00%	(6) Spanish Club	2.00%	3.00%
(2) Quiz Team	2.00%	3.00%	(7) FFA	5.00%	6.00%
(3) Science Club	2.00%	3.00%	(8) FCCLA	5.00%	6.00%
(4) NHS	2.00%	3.00%	(9) Asst. Quiz Team	\$20.00	per match
(5) Stdnt Council	3.00%	4.00%			

g. Other:

(1) Choir	2.00%	3.00%	(6) Yearbook	5.00%	6.00%
(2) Musical Dir.	5.00%	6.00%	(7) Newspaper	2.00%	3.00%
(3) Musical Asst.	3.00%	4.00%	(8) Play Director	4.00%	5.00%
(4) Flag Corp.	2.00%	3.00%	(9) Play Assistant	2.00%	3.00%
(5) March. Band	5.00%	6.00%	(10) Pep Band	5.00%	6.00%

Any employee who earned more in the 2009-10 school year than they are scheduled to earn for the same position listed under the current supplemental contract schedule (Article VII, Section J, Subsection 1, item a through g) shall be held harmless at their 2009-10 compensation level for that position.

h. Extended Service Supplementals:

The hours will be counted against a 7¼ -hour day, but there shall be no more than one extended day credited per calendar day. Days will be paid as worked by time card.

(1) (Vocational) Agriculture	2 days
(2) (Vocational) Home Economics	2 days
(3) H.S. Library	10 days
(4) Guidance	15 days
(5) Band	5 days

Prior to any extended service supplemental contract being approved, the superintendent and the employee being given an extended service supplemental contract shall have a conference to discuss the extended service supplemental contract (number of days, use of days, program expectations, etc.).

**2. FORMAT**

All supplemental salaries are computed on the Bachelor Degree training schedule times the above listed supplemental contract index. Supplemental contract employees may be granted placement up to ten (10) years for previous experience. Advisors and coaches without additional credited experience will start at 0 level and move to Step 11 on the yearly increment basis.

Refer to Teacher's Salary schedule for base amount.

Multiple persons may perform the duties of a single supplemental position, in which case the combined percentages shall not exceed the position percentage listed above. Said split position shall have duties and responsibilities for each person defined in writing.

**3. PAYMENT OF SUPPLEMENTAL CONTRACTS**

Supplemental contracts will be paid according to the following schedule:

- |  |   |   |
|--|---|---|
| a. 2 <sup>nd</sup> Pay in November:  | Football<br>Flag Corp.<br>Marching Band   | Volleyball<br>Golf                                  |
| b. 2 <sup>nd</sup> Pay in March:   | Basketball<br>Cheerleader Advisors  | Pep Band  |
| c. 2 <sup>nd</sup> Pay in June:  | Baseball<br>Track   | Softball  |
| d. Three equal payments:<br>- (2 <sup>nd</sup> Pays in November,<br>March, June) | Athletic Director<br>Club Advisors<br>Newspaper<br>FCCLA  | Class Advisors<br>Yearbook<br>FFA<br>Choir Director |
| e. Plays and Musicals  | 2 <sup>nd</sup> Pay after conclusion of event   |   |
| f. Extended Service Days   | Need to be logged and then will be paid when verified by building principal and superintendent and turned into the treasurer bi-weekly. |   |

**K. SEVERANCE PAY**

**1. REGULAR SEVERANCE**

Any staff member with a minimum of ten (10) or more years of accumulated service with the state, any political subdivision, or any combination thereof who elects to retire shall be paid 25% of his accumulated and unused sick leave. The maximum payment shall be 45.50 days.

The rate of pay for all such accumulated days shall be the per diem rate of the annual salary as determined by the salary schedule in effect at the time of last service. The per diem rate shall be computed by dividing the annual salary as per the section above by the number of days of regular required duty (182).

The Board of Education has the option to have the severance payments spread out over two (2) years.

Severance will include death. In the case of death, severance will be paid to the beneficiary(ies) designated by the employee on the form attached in the forms section of this agreement. In the absence of a beneficiary designation, severance is to be paid to the estate of the deceased employee per 2113.04 ORC.

Also Note: Sick Leave Item 12 ... Conversion of sick leave in excess of 182 days.

## **2. EARLY NOTIFICATION**

An additional 25% of the employee's regular severance shall be paid if the employee notifies the superintendent in writing of his/her decision to retire prior to December 1<sup>st</sup> of the school year in which the employee plans to retire or September 1<sup>st</sup> for any bargaining unit member who elects to retire mid-year (Prior to May 1<sup>st</sup>).

## **3. SUPER SEVERANCE**

a) For employees retiring prior to July 1, 2015:

Those employees who retire in their first year of eligibility will receive Super Severance (175% of regular severance).

It is the employee's responsibility to know when they are eligible.

Eligible to retire:

- (a) Thirty (30) years of eligible service credit at any age,
- (b) Twenty-five (25) years of eligible service credit and at least fifty-five (55) years of age,
- (c) Five (5) years or more of eligible service credit and sixty (60) or more years of age.

b) For those employees retiring after July 1, 2015:

Those employees, who retire in their first year of eligibility, as defined by STRS for an unreduced pension benefit, will receive Super Severance (115 % of regular severance).

It is the employee's responsibility to know when they are eligible.

The Board of Education has the option to have the severance payments spread out over three (3) years.

## **L. TUITION REIMBURSEMENT**

Any member of the bargaining unit who earns semester hours or quarter hours of credit in an accredited college or university between September 1 and August 31 shall receive, in addition to the regular salary, 50% of the actual tuition costs paid by the employee. Payment will be made following completion of eligible course work and submission of a transcript of record or grade slip of it. Payment shall be made only one time for such earned credit. Maximum reimbursement per bargaining unit member per year shall not exceed \$1,200.

All course work when reimbursement will be sought must be approved by the Superintendent in advance of the completion of such work. Any work taken beyond the masters degree must relate directly to the staff member's assignment.

The total fund for such reimbursements will be \$10,000 annually. Approved reimbursements will be made on a first-come first-served basis until the fund is exhausted for the year. Those approved credit hours but not reimbursed because of the exhaustion of funds will be the first paid in the succeeding year.

If the reimbursed member leaves the school system within one year (other than when reduction in force has been applied), that member must repay the Board of Education the reimbursement received in that year.

#### **M. TRAVEL REIMBURSEMENT**

Reimbursement for mileage for those staff that are required to drive their personal vehicles will be provided in accordance with Article VI: Section D: Professional Leave. Such mileage will be paid upon submission of forms for reporting travel.

1. Vocational teachers will be reimbursed for mileage required for home visits to students or other travel required as part of their assignment.
2. All other employees traveling on authorized school business, either in or outside the school district, will receive mileage reimbursement.

#### **N. GROUP INSURANCE**

##### **1. GENERAL PROVISIONS**

For those that choose any of the insurance coverage herein provided, the Board shall provide full twelve-month coverage commencing with the first day of the school year (or September 1, whichever comes first) and ending twelve (12) months later. This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use sick leave or any other paid leave of absence. Employees on unpaid leaves of absence including but not necessarily limited to maternity, disability, sabbatical, etc., may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education in accordance with the COBRA regulations. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

##### **2. HOSPITALIZATION / DENTAL INSURANCE**

The hospitalization / dental insurance provisions of the previous negotiated agreement shall remain in effect from 08/01/2013 through 12/31/2013.

Effective 01/01/2014, for each bargaining unit member who elects medical insurance, the Board shall contribute \$985 per month (\$11,820 annually) for family coverage and \$460 per month (\$5,520) annually) for single coverage towards each bargaining unit members's benefit package. The Board contribution shall increase by 80% of any monthly premium increase in the high deductible HSA medical plan that takes effect after 12/31/2013. Said Board contributions can be

used to purchase medical insurance, dental insurance, or any other benefit offered through the school district. Any excess contributions not used to purchase insurance or benefits can be put into a supplemental retirement or investment account or be taken as cash and paid out in the employee's bi-weekly paycheck.

For bargaining unit members choosing the Health Savings Account (HSA) medical insurance option, the Board shall advance in January of each calendar year, an amount equal to eight (8) months worth of the employee's Board contribution HSA election (66.67% of the employee's annual Board contributions).

Any employee who elects dental only coverage shall contribute \$5.00 per month for dental coverage and the board shall pay the remainder of such dental premiums.

The Board shall provide only one family plan for any insurance benefit set forth in this contract where two (2) members of the same immediate family are employed by the Board except for dental insurance which shall be provided to each member of the bargaining unit.

Married couples within the bargaining unit employed by the Board shall be eligible for two single policies or one family policy.

Any surcharge/user fees associated with the Affordable Care Act (ACA) such as the Patient Centered Outcome Research Institute Fee (PCORI Fee) or the Transitional Reinsurance Fee shall be paid by the employee.

### **3. COUNTY INSURANCE CONSORTIUM**

- a. The Board will provide the insurance benefits offered by the Putnam County Health Insurance Consortium (Exhibit A) or by another consortium should a consortium change be deemed necessary by the Board. Should a consortium change be made causing a change in benefits or the Board of Directors of the consortium make a change in the benefit plan, the Leipsic Local Board of Education and the LEA agree to reopen negotiations within 30 days after the change to resolve any issues that may arise due to the plan change.
- b. Provide a broad spectrum 125 Plan.

### **O. STRS PICK-UP**

The Board of Education agrees to deduct from the earnings of each member of the bargaining unit and pay to the STRS that amount determined to be the member's contribution to the STRS. To the extent possible under the regulations of the STRS the amount deducted and paid will be reported in such a fashion as to cause inclusion of those amounts in the final average salary for retirement purposes.

The amount deducted and paid to the STRS as retirement "pickup" payments shall not be discretionary with any employee. So long as permitted under State, Local, and Federal tax laws and regulations such amounts will not be reported as taxable income to the member. Such amounts will be included in those informational reports required by the Internal Revenue Service and other taxing authorities. Members of the bargaining unit for whom STRS retirement payments are "picked up" under this provision assume the full and total responsibility for any excess withholding or other penalties which may result from compliance by the Board of Education harmless from any penalties.

The Association acknowledges that the salary reduction provided by this provision is a proper, lawful and uniform salary reduction.

All employee contributions to the State Teachers Retirement System will be picked-up by the Board upon behalf of each employee in the bargaining unit on the following terms and conditions:

1. The employee's annual compensation shall be reduced for purposes of State and Federal income tax only by an amount equal to that picked-up and paid by the Board as set forth in this division.
2. The Board shall compute and remit its statutory required contributions to STRS based upon annual salary and/or earned compensation which includes the amount of pick-up computed herein.
3. The pick-up percentages shall apply uniformly to all members of the bargaining unit as a condition of employment. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. Payment for all leaves: sick leave, personal leave, and professional leave which are indexed to or otherwise determined by reference to the employee's rate of pay shall be calculated based upon the employee's daily gross pay prior to any reduction for "pick-up" purposes (e.g., gross pay divided by the number of days in the individual's contract).

#### **P. STIPEND IN LIEU OF INSURANCE COVERAGE**

Any bargaining unit member not electing medical insurance coverage shall be paid a \$2,760 stipend in lieu of family coverage or a \$1,380 stipend in lieu of single coverage.<sup>4</sup>

Any bargaining unit member not electing dental insurance coverage shall be paid a \$200 stipend in lieu of family dental coverage or a \$100 stipend in lieu of single dental coverage.<sup>4</sup>

Any bargaining unit member electing not to enroll in the group insurance must notify the treasurer in writing prior to December 20<sup>th</sup> of each year with their election becoming effective on January 1. New employees shall have the opportunity to make their election within their initial first five (5) days of work or September 10<sup>th</sup>, whichever comes first, and will become effective immediately. Said election is in effect for one year and cannot be revoked except for the occurrence of a qualifying event as defined by the insurance carrier.

The stipend payment shall be divided in half and paid on the first payrolls of December and June following the employee's election. New employees making their election in mid-year (after September 1) shall have their stipend prorated and paid on the first payrolls of December and June.

#### **Q. SECTION 125 PLAN**

The Board has established and maintains a Section 125 Plan on behalf of the bargaining unit members, subject to the provisions of Section 125 of the Internal Revenue Code as amended there under. The Section 125 Plan is to permit the funding through pre-tax contributions of the bargaining unit member's liability for any allowable Section 125 Plan expenses as provided by the Internal

<sup>4</sup>These provisions shall be applied to part-time staff on a basis prorated to the amount of their current annual employment with the district.

Revenue Service and the Leipsic School's Section 125 Plan Document. The Board will contribute \$400.00 to each employee's Section 125 account (HSA for employees choosing that option) each year of the contract for use during the Plan Year of the Section 125 Plan that begins within the contract year. The employee has the option to contribute his or her own funds to this account in accordance with provisions of the Section 125 Plan.

**R. EXTRA TIME**

The two (2) additional in-service days paid at per diem rate (Article VIII, Section A) will be paid the pay following the time worked.

**S. SIGNING BONUS**

Each bargaining unit member shall receive a signing bonus payment of 0.50% based on the bargaining unit members 2013-14 placement on the 2013-14 salary schedule. Said signing bonus shall be paid the first payroll of June 2013 provided that the successor agreement between the Leipsic Education Association and the Leipsic Local Board of Education has been ratified and approved by May 31, 2013.

**ARTICLE VIII: WORKING CONDITIONS**

**A. WORK YEAR**

The length of the school year shall be 182 days plus sixteen (16) hours in-service or professional development time when compensated for such time, for regular teaching staff and staff not on extended service contracts. The in-service or professional development hours noted above will be included in the work year and compensated at a rate of \$25 per hour. The in-service or professional development hours noted above will be scheduled on the school calendar. Staff members shall be notified of any date/time adjustment to the in-service hours at least fourteen (14) days prior to such in-service or professional development.

**B. WORK WEEK**

The normal workweek for all bargaining unit members shall be Monday through Friday.

**C. WORK DAY**

Except as noted below, the normal length of the school day for full-time staff shall be six (6) hours and forty-five (45) minutes five (5) days a week. With the workday beginning at 8:00 a.m. and ending at 3:15 p.m. Said workday shall provide for no less than a thirty (30) minute, uninterrupted duty-free lunch period.

Under a three-hour delay schedule, the workday will begin at 11:00 a.m. and end at 4:15 p.m.

**1. FACULTY MEETINGS**

Staff may be required to report early or to remain after the end of their workday without additional compensation not more than one (1) day each month to attend faculty or other

professional meetings of not more than sixty (60) minutes duration. All after school meetings shall begin no later than fifteen (15) minutes after student dismissal time.

All before school meetings shall begin no earlier than fifteen (15) minutes before the starting time for staff.

When extenuating or special circumstances arise, a special meeting may be called. The principals will notify staff at least one week in advance of a faculty meeting unless the nature of the meeting precludes an otherwise timely notification, in such cases the principal will give as much advance notification as is possible.

## **2. EARLY DISMISSAL - TEACHER IN-SERVICE**

Released time will be allotted in the case of in-service or professional development meetings. The normal work day may be extended for in-service or professional development when staff is compensated for the extended day.

## **3. PARENT - TEACHER CONFERENCES**

All hours for parent-teacher conferences will be uniformly scheduled for all affected staff members in each building.

Evening hours for parent-teacher conferences may be scheduled. However, where parent-teacher conferences begin during the course of the regular school day and extend into the evening, bargaining unit staff shall be compensated with an equivalent amount of time off for time spent beyond the school day.

Faculty shall not be required to schedule conferences after 8:30 p.m. All conference schedules shall provide for at least one half-hour of duty free time for lunch if conferences are scheduled to begin prior to 12:00 noon and the same for supper if conferences extend beyond 6:00 p.m.

## **4. OTHER MEETINGS/ASSIGNMENTS**

Except as noted above, bargaining unit members shall not be required to attend or otherwise participate in meetings, curriculum development, text book selection, college course work, in-service programs and/or workshops except where time for such activities is provided during the context of the regular student day or attendance/participation is on a voluntary basis.

## **5. CALAMITY DAYS**

Nothing in this Agreement shall require the Board to keep offices and buildings open in the event of inclement weather, or when otherwise prevented by an act of God, or an event that causes the closing of schools. When the schools are closed to students, due to the above conditions, bargaining unit members shall not be required to report to their job assignments and shall suffer no loss of salary.

## **6. SCHOOL CALENDAR**

The Superintendent will meet with three representatives of the Association some time prior to February 1st of each school year for the purpose of exchanging ideas and expressing the concerns

of each party with respect to the school calendar for the coming school year. The parties will develop at least two acceptable calendars.

Each school year the calendar will incorporate the following:

- a. A teacher school year commencing no earlier than August 15 and concluding no later than June 5, with a maximum of one hundred eighty-two (182) days plus sixteen (16) hours for in-service or professional development when compensated therein in which teachers attendance is recommended. New personnel may be required to attend additional sessions, which may occur in the week prior to that required of returning teachers. Pursuant to Ohio Revised Code 3313.48, all classes shall be dismissed for the equivalent of no less than two (2) days for the purpose of parent/teacher conference. All classes will be dismissed or not scheduled for up to two (2) days for teacher work days.
- b. Except where make up days may be otherwise scheduled, all regularly scheduled days shall be during the regular workweek of Monday through Friday, exclusive of school holidays.

In the event of an unforeseen emergency situation or change in Ohio law mandating the closing and/or the suspension or extension of school operations which would require an alteration(s) of the school calendar, the Board shall have the right to alter the school calendar, provided, however, before doing so, and considering the circumstances at the time the changes are being considered, the Association shall be afforded reasonable notice, and opportunity to negotiate over the matter.

## **7. PREPARATION AND CONFERENCE TIME**

- a. The term "preparation and conference time" shall mean only time during the student day, exclusive of the staff member's daily duty-free lunch period. (Only staff assigned to four (4) periods or more will be provided a planning period.) This time may be used by a staff member for any teacher-related or other assigned duties.
- b. The elementary professional staff member (K-6) shall be provided five (5) preparation periods per week, for a total of 200 minutes per week.
- c. Special area elementary professional staff members (art, music, and physical education) shall be provided five (5) preparation periods per week, for a total of 200 minutes per week.
- d. The secondary professional staff member (7-12) shall be provided with a daily preparation period. Such preparation period shall be the same length as a regular class period, but not less than 200 minutes per week.

## **8. REGULAR TEACHER - SUBSTITUTE POLICY**

In an effort to provide ongoing instruction to all classes when the teacher is absent, the Leipsic Board of Education agreed to the following:

- a. When substitutes are not available, regular staff members who agree to serve as substitute teachers will be paid at the regular substitute rate prorated to the period.
- b. Guidelines

- (1) Teachers will have a choice whether to participate or not to participate.
- (2) Assignment can only be made by an administrator. Teachers cannot initiate the hiring of a sub at their discretion.
- (3) Staff must be prepared to assume the responsibility of actually teaching where qualified.
- (4) Pay will not be granted to teachers currently assigned to supervised study for the addition of fewer than twenty (20) students not regularly assigned to such study under the affected teacher's supervision.
- (5) It is anticipated that the use of period subs will be utilized primarily in the high school and junior high. On rare occasions, it may be used by the elementary staff. Since substitutes are more available for the elementary, use of period subs will be very minimal in Grades K-6.

#### **D. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

Prior to September 1 of each school year, the Association and Board shall establish a Local Professional Development Committee (LPDC) pursuant to applicable state law (SB230). The committee shall be comprised of three (3) bargaining unit members selected by the Association and two (2) administrative personnel selected by the Board. When reviewing or approving an administrative license, one (1) bargaining unit member shall be removed from the committee and an additional appointee of the Board shall be placed on the committee.

The LPDC shall be responsible for all staff professional development including licensure and in-service training programs.

A Chairperson shall be elected by majority vote of the LPDC. A Secretary shall be elected by a majority vote of the LPDC and shall be responsible for committee minutes and will assure the secure storage of the confidential materials used by the LPDC.

Decisions shall be made by a majority vote of the LPDC members present and voting. Three (3) members present shall constitute a quorum of which two (2) shall be bargaining unit members.

Appeals of LPDC decisions shall be made to the LPDC within thirty (30) calendar days of the LPDC decision. A second appeal may be made to the County Superintendent within thirty (30) days of the LPDC appeal hearing.

Each committee member shall be paid \$25.00 per hour up to a maximum of 25 hours for work performed outside the regular work day.

Training for the LPDC committee members shall be in addition to other professional leave.

#### **E. RESIDENT EDUCATOR PROGRAM**

Bargaining unit members who serve as a mentor in the Resident Educator Program shall be paid \$500 for year one (1) of the program. Said payment shall be made the 1<sup>st</sup> payroll of June after completion of year 1 (one).

## **F. IEP WRITING**

Each teacher responsible to write IEPs shall have one day of release time in order to write IEPs. This release time shall be taken in either half or full day increments. The principal may permit the teacher to write the IEP at another location in order that the teacher have adequate space and computer access.

## **ARTICLE IX: OTHER PROVISIONS**

### **A. SEVERABILITY**

In the event there is a conflict between a provision of this agreement and any applicable state law, valid rule or regulation adopted by a state agency pursuant thereto, the terms of this agreement shall prevail as to that provision except as may otherwise be provided by ORC 4117.10(A).

If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be null and void.

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 or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

Upon request of the Board or the Association, following any action by the Ohio General Assembly, changes in Federal Law, changes in rules and regulations of the State Department of Education, or court ruling as noted above, affecting this Agreement or parts thereof, the parties to the Agreement shall meet within ten (10) school days to negotiate substitute provisions which are in conformity with the applicable laws. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the impasse procedures contained herein may be initiated by either party. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendments by the parties hereto. For such cases, all other provisions of this Agreement shall remain in effect for the duration of the contract.

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 pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within ten (10) school days upon request of either party. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the impasse procedures contained herein may be initiated by either party. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendments by the parties hereto.

### **B. AMENDMENT**

Except as otherwise provided by reopener herein, this Agreement may be altered, deleted from, added to, or otherwise modified only through voluntary mutual consent of both parties in a written signed amendment to this Agreement except that the Association may by request, open negotiations

whenever there has been a change that affects wages, hours, or terms and conditions of employment. All requests for amendment and subsequent negotiations following mutual agreement to amend this Agreement shall be conducted in accordance with the terms of this Agreement except that requests for amendment may be made at any time by either party. All such amendments shall be considered finalized upon ratification by the Board and Association.

**C. INTERIM BARGAINING**

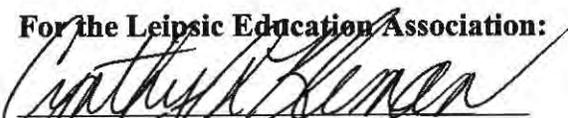
With regard to affect changes in the wages, hours, terms and conditions of employment which are not currently a subject of this Agreement or changes that have an effect on the wages, hours, terms or conditions of employment for members of the bargaining unit, it shall be the obligation of the Association to request interim bargaining over such mandatory subjects. The failure of the Association to demand interim bargaining over each such subject shall not be construed as a waiver of the Association's right to demand bargaining in the future over such subsequent subjects as they arise nor shall such failure to be construed as a waiver of the Board's obligation to bargaining over such mandatory subjects. Such interim bargaining shall only be precipitated by a majority vote of the Association. In the event of an impasse in such interim bargaining, the parties agree that the impasse will be resolved by the Board of Education's election of either (a) no implementation of the proposed change(s) which precipitated the interim bargaining, or (b) the issue(s) which remain unresolved will be submitted to binding last best offer interest arbitration.

**D. DURATION OF AGREEMENT**

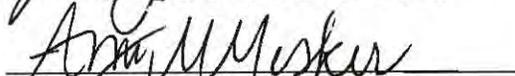
This Agreement shall become effective as of August 1, 2013, and remain in effect through July 31, 2016. This Agreement shall be the base from which future negotiations shall proceed. If any provision in this Agreement is not modified or deleted through future negotiations, it shall be carried forward, automatically, in writing, into each successor agreement.

**Agreement Signatures:**

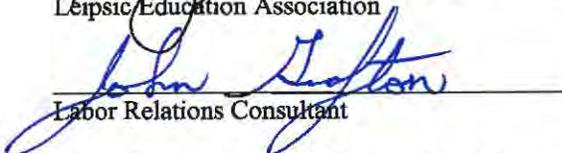
**For the Leipsic Education Association:**

  
\_\_\_\_\_  
President, Leipsic Education Association

5/30/13  
Date

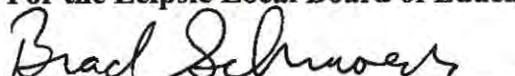
  
\_\_\_\_\_  
Leipsic Education Association

5/30/13  
Date

  
\_\_\_\_\_  
Labor Relations Consultant

6/5/13  
Date

**For the Leipsic Local Board of Education:**

  
\_\_\_\_\_  
President, Leipsic Local Board of education

6/6/13  
Date

  
\_\_\_\_\_  
Superintendent, Leipsic Local School District

5.30.13  
Date

## Leipsic Local Schools Certified Salary Schedule 2013-2014

<u>Years of Experience</u>	<u>Bachelor's Degree</u>	<u>Bachelor's Degree with 150 Hours<sup>8</sup></u>	<u>Master's Degree</u>	<u>Master's Degree Plus 15 Hours<sup>8,9,10</sup></u>
0	30,940 1.0000	32,116 1.0380	33,879 1.0950	34,189 1.1050
1	32,178 1.0400	33,508 1.0830	35,426 1.1450	35,751 1.1555
2	34,653 1.1200	36,293 1.1730	38,520 1.2450	38,876 1.2565
3	34,653 1.1200	36,293 1.1730	38,520 1.2450	38,876 1.2565
4	37,128 1.2000	39,077 1.2630	41,614 1.3450	42,001 1.3575
5	37,128 1.2000	39,077 1.2630	41,614 1.3450	42,001 1.3575
6	38,366 1.2400	40,470 1.3080	43,161 1.3950	43,564 1.4080
7	40,841 1.3200	43,254 1.3980	46,255 1.4950	46,688 1.5090
8	40,841 1.3200	43,254 1.3980	46,255 1.4950	46,688 1.5090
9	42,078 1.3600	44,646 1.4430	47,802 1.5450	48,251 1.5595
10	43,316 1.4000	46,039 1.4880	49,349 1.5950	49,813 1.6100
11	44,554 1.4400	47,431 1.5330	50,896 1.6450	51,376 1.6605
12	45,791 1.4800	48,823 1.5780	52,443 1.6950	52,938 1.7110
13			53,990 1.7450	54,501 1.7615
15	47,029 1.5200	50,216 1.6230	55,537 1.7950	56,063 1.8120
16			57,084 1.8450	57,626 1.8625
17	48,266 1.5600	51,608 1.6680	58,631 1.8950	59,188 1.9130
20			60,178 1.9450	60,952 1.9700

<sup>8</sup> Hours = Semester Hours

<sup>9</sup> Master's Degree Plus 15 Hours course work must be 400 level or higher.

<sup>10</sup> Master's degree plus 15 hours of course work completed post master's degree.

## Leipscic Local Schools Certified Salary Schedule 2014-2015

<u>Years of Experience</u>	<u>Bachelor's Degree</u>	<u>Bachelor's Degree with 150 Hours<sup>8</sup></u>	<u>Master's Degree</u>	<u>Master's Degree Plus 15 Hours<sup>8,9,10</sup></u>
0	31,249 1.0000	32,436 1.0380	34,218 1.0950	34,530 1.1050
1	32,499 1.0400	33,843 1.0830	35,780 1.1450	36,108 1.1555
2	34,999 1.1200	36,655 1.1730	38,905 1.2450	39,264 1.2565
3	34,999 1.1200	36,655 1.1730	38,905 1.2450	39,264 1.2565
4	37,499 1.2000	39,467 1.2630	42,030 1.3450	42,421 1.3575
5	37,499 1.2000	39,467 1.2630	42,030 1.3450	42,421 1.3575
6	38,749 1.2400	40,874 1.3080	43,592 1.3950	43,999 1.4080
7	41,249 1.3200	43,686 1.3980	46,717 1.4950	47,155 1.5090
8	41,249 1.3200	43,686 1.3980	46,717 1.4950	47,155 1.5090
9	42,499 1.3600	45,092 1.4430	48,280 1.5450	48,733 1.5595
10	43,749 1.4000	46,499 1.4880	49,842 1.5950	50,311 1.6100
11	44,999 1.4400	47,905 1.5330	51,405 1.6450	51,889 1.6605
12	46,249 1.4800	49,311 1.5780	52,967 1.6950	53,467 1.7110
13			54,530 1.7450	55,045 1.7615
15	47,498 1.5200	50,717 1.6230	56,092 1.7950	56,623 1.8120
16			57,654 1.8450	58,201 1.8625
17	48,748 1.5600	52,123 1.6680	59,217 1.8950	59,779 1.9130
20			60,779 1.9450	61,561 1.9700

<sup>8</sup> Hours = Semester Hours

<sup>9</sup> Master's Degree Plus 15 Hours course work must be 400 level or higher.

<sup>10</sup> Master's degree plus 15 hours of course work completed post master's degree.

## Leipsic Local Schools Certified Salary Schedule 2015-2016

<u>Years of Experience</u>	<u>Bachelor's Degree</u>	<u>Bachelor's Degree with 150 Hours<sup>8</sup></u>	<u>Master's Degree</u>	<u>Master's Degree Plus 15 Hours<sup>8,9,10</sup></u>
0	31,562 1.0000	32,761 1.0380	34,560 1.0950	34,876 1.1050
1	32,824 1.0400	34,182 1.0830	36,138 1.1450	36,470 1.1555
2	35,349 1.1200	37,022 1.1730	39,295 1.2450	39,658 1.2565
3	35,349 1.1200	37,022 1.1730	39,295 1.2450	39,658 1.2565
4	37,874 1.2000	39,863 1.2630	42,451 1.3450	42,845 1.3575
5	37,874 1.2000	39,863 1.2630	42,451 1.3450	42,845 1.3575
6	39,137 1.2400	41,283 1.3080	44,029 1.3950	44,439 1.4080
7	41,662 1.3200	44,124 1.3980	47,185 1.4950	47,627 1.5090
8	41,662 1.3200	44,124 1.3980	47,185 1.4950	47,627 1.5090
9	42,924 1.3600	45,544 1.4430	48,763 1.5450	49,221 1.5595
10	44,187 1.4000	46,964 1.4880	50,341 1.5950	50,815 1.6100
11	45,449 1.4400	48,385 1.5330	51,919 1.6450	52,409 1.6605
12	46,712 1.4800	49,805 1.5780	53,498 1.6950	54,003 1.7110
13			55,076 1.7450	55,596 1.7615
15	47,974 1.5200	51,225 1.6230	56,654 1.7950	57,190 1.8120
16			58,232 1.8450	58,784 1.8625
17	49,237 1.5600	52,645 1.6680	59,810 1.8950	60,378 1.9130
20			61,388 1.9450	62,177 1.9700

<sup>8</sup> Hours = Semester Hours

<sup>9</sup> Master's Degree Plus 15 Hours course work must be 400 level or higher.

<sup>10</sup> Master's degree plus 15 hours of course work completed post master's degree.

**GRIEVANCE PROCEDURE FORM**

STEP \_\_\_\_\_

Aggrieved Person, Persons, and/or Association \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

School \_\_\_\_\_ Principal \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_ Date of Formal Filing \_\_\_\_\_

Person or Persons to Whom Grievance is Directed \_\_\_\_\_

\_\_\_\_\_ Initiated at Step \_\_\_\_\_

STATEMENT OF GRIEVANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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ACTION REQUESTED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you discussed this with your immediate supervisor? \_\_\_\_\_ Yes \_\_\_\_\_ No

**GRIEVANCE DECISION FORM**

LEVEL ONE (Formal) Decision & Reasons Therefore:

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Date \_\_\_\_\_ Signature \_\_\_\_\_  
(Administrative Representative)

Signature \_\_\_\_\_  
(Aggrieved and/or Association Representative)\*

LEVEL TWO (Formal) Decision & Reasons Therefore:

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Date \_\_\_\_\_ Signature \_\_\_\_\_  
(Administrative Representative)

Signature \_\_\_\_\_  
(Aggrieved and/or Association Representative)\*

LEVEL THREE (Formal) Decision and Reasons Therefore:

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Date \_\_\_\_\_ Signature \_\_\_\_\_  
(Administrative Representative)

Signature \_\_\_\_\_  
(Aggrieved and/or Association Representative)\*

WHERE DECISION REQUIRES ADDITIONAL SPACE ATTACH PAGES AS NECESSARY.

\* Signature of the aggrieved and or Association Representative indicates only receipt and not necessarily agreement with the decision.

**TEACHER COMMENTS PRIOR TO VISIT FORM**  
**Leipsic Local Schools**

Name \_\_\_\_\_

Date of Observation: \_\_\_\_\_

Observation Time: \_\_\_\_\_

**TEACHER COMMENTS PRIOR TO CLASSROOM VISIT (OPTIONAL)**

A. GENERAL GOALS FOR THE YEAR:

B. SPECIFIC AREAS TEACHER WOULD LIKE OBSERVED:

C. SPECIFY ASSISTANCE REQUESTED BY TEACHER IN FOLLOWING AREAS:

## FOLLOW-UP CLASSROOM OBSERVATION FORM

Name \_\_\_\_\_ Date \_\_\_\_\_ Grade \_\_\_\_\_

Lesson Observed \_\_\_\_\_

Principal's Comments:

Teacher's Comments:

Signing this document acknowledges only that the staff member has examined this document and it is not to be construed as an endorsement of the contents of the document.

Signatures: \_\_\_\_\_  
(Principal) (Teacher)

## Self-Assessment Summary Tool

Name \_\_\_\_\_

**Directions:** Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Date \_\_\_\_\_

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> <li>• Knowledge of how students learn and of student development</li> <li>• Understanding of what students know and are able to do</li> <li>• High expectations for all students</li> <li>• Respect for all students</li> <li>• Identification, instruction and intervention for special populations</li> </ul>			
Standard 2: Content	<ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Use of content- specific instructional strategies to teach concepts and skills</li> <li>• Knowledge of school and district curriculum priorities and Ohio academic content standards</li> <li>• Relationship of knowledge within the discipline to other content areas</li> <li>• Connection of content to life experiences and career opportunities</li> </ul>			
Standard 3: Assessment	<ul style="list-style-type: none"> <li>• Knowledge of assessment types</li> <li>• Use of varied diagnostic, formative and summative assessments</li> <li>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>• Communication of results</li> <li>• Inclusion of student self-assessment and goal-setting</li> </ul>			
Standard 4: Instruction	<ul style="list-style-type: none"> <li>• Alignment to school and district priorities and Ohio academic content standards</li> <li>• Use of student information to plan and deliver instruction</li> <li>• Communication of clear learning goals</li> <li>• Application of knowledge of how students learn to instructional design and delivery</li> <li>• Differentiation of instruction to support learning needs of all students</li> <li>• Use of activities to promote independence and problem-solving</li> <li>• Use of varied resources to support learner needs</li> </ul>			
Standard 5: Learning Environment	<ul style="list-style-type: none"> <li>• Fair and equitable treatment of all students</li> <li>• Creation of a safe learning environment</li> <li>• Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>• Creation of learning situations for independent and collaborative work</li> <li>• Maintenance an environment that is conducive to learning for all students</li> </ul>			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> <li>• Clear and effective communication</li> <li>• Shared responsibility with parents/caregivers to support student learning</li> <li>• Collaboration with other teachers, administrators, school and district staff</li> <li>• Collaboration with local community agencies</li> </ul>			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>			

## Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

INSTRUCTIONAL PLANNING		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<b>FOCUS FOR LEARNING</b> (Standard 4: Instruction)  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
INSTRUCTIONAL PLANNING	<b>ASSESSMENT DATA</b> (Standard 3: Assessment)  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.  The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.  The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.  The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.  Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				



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INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	<p><b>KNOWLEDGE OF STUDENTS (Standard 1: Students)</b></p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	Evidence				

Instruction and Assessment					
	Ineffective	Developing	Proficient	Accomplished	
INSTRUCTION AND ASSESSMENT	<p><b>LESSON DELIVERY</b> (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p>	<p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p>	<p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p>	<p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p>
	Evidence				
	<p><b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
Evidence					

Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
<p><b>RESOURCES</b> (Standard 2: Content, Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>	
Evidence					

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Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>CLASSROOM ENVIRONMENT</b>            (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i>            Pre-Conference            Formal Observation            Classroom Walkthroughs/            Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

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Instruction and Assessment		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i>            Pre-Conference            Formal Observation            Classroom Walkthroughs/            Informal Observations            Post-Conference</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>
	Evidence				

Professionalism		Ineffective	Developing	Proficient	Accomplished
PROFESSIONALISM	<p><b>PROFESSIONAL RESPONSIBILITIES</b> (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence</i> Professional Development Plan or Improvement Plan, Pre-conference, Post-conference, daily interaction with others</p>	<p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p>	<p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p>	<p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p>	<p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p>
	<b>Evidence</b>				

## Final Summative Rating of Teacher Effectiveness

<b>Proficiency on Standards 50%</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>	<b>ACCOMPLISHED</b>
<b>Cumulative Performance Rating (Holistic Rating using Performance Rubric)</b>				
<i>Areas of reinforcement/refinement:</i>				
<b>Student Growth Data 50%</b>	<b>BELOW EXPECTED GROWTH</b>	<b>EXPECTED GROWTH</b>	<b>ABOVE EXPECTED GROWTH</b>	
<b>Student Growth Measure of Effectiveness</b>				
<i>Areas of reinforcement/refinement:</i>				
<b>Final Summative (Overall) Rating</b>	<b>INEFFECTIVE</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>	<b>ACCOMPLISHED</b>

Check here if Improvement Plan has been recommended.

Teacher Signature \_\_\_\_ Date \_\_\_\_

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

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

### Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

<p align="center"><u>Annual Focus</u></p> <p align="center">These are addressed by the evaluator as appropriate for this teacher.</p>	<p align="center"><u>Date</u> Record dates when discussed</p>	<p align="center"><u>Areas for Professional Growth</u> supports needed, resources, professional development</p> <p align="center">Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p>
<p><i>Goal 1: Student Achievement/Outcomes for Students</i> <b>Goal Statement:</b></p> <p><i>Evidence Indicators:</i></p>		
<p><i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</i> <b>Goal Statement:</b></p> <p><i>Evidence Indicators:</i></p>		

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Evaluator Signature

Date

Teacher Signature

Date

*The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.*

## Improvement Plan

Teacher Name: \_\_\_\_\_

Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_

Date of Improvement Plan Conference: \_\_\_\_\_

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

**Section 1: Improvement Statement** - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

Performance Standard(s) Addressed in this Plan	Date(s) Improvement Area or Concern Observed	Specific Statement of the Concern: Areas of Improvement

**Section 2: Desired Level of Performance** – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

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### Improvement Plan (continued)

#### Section 3: Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	Sources of Evidence that Will Be Examined

#### Section 4: Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development.

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Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*

Improvement Plan: Evaluation of Plan

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance\*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

-ht-

*I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.*

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*

\*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Proficient level or above.



# Leipsic Local Schools

## OTES - Informal Walkthrough Observation

Teacher: <<Teacher>>

Evaluator: <<Evaluator>>

Date: <<Date>>

Start/End Time: <<StartEndTime>>

Grade: <<Grade>>

Subject: <<Subject>>

### Appraisal Scale:

N/O - Not Observed    1 - Ineffective    2 - Developing    3 - Proficient    4 - Accomplished

### Directions:

This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

### Evaluator Observations:

<<O1>>	Instruction is developmentally appropriate	<<O2>>	Lesson content is linked to previous and future learnings
<<O3>>	Learning outcomes and goals are clearly communicated to students	<<O4>>	Classroom learning environment is safe and conducive to learning
<<O5>>	Varied instructional tools and strategies reflect student needs and learning objectives	<<O6>>	Teacher provides students with timely and responsive feedback
<<O7>>	Content presented is accurate and grade appropriate	<<O8>>	Instructional time is used effectively
<<O9>>	Teacher connects lessons to real-life applications	<<O10>>	Routines support learning goals and activities
<<O11>>	Instruction and lesson activities are accessible and challenging to students	<<O12>>	Multiple methods of assessment of student learning are utilized to guide instruction
<<O13>>	Technology Integration		

### Evaluator Summary Comments:

<<Summary>>
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### Recommendations for Focus of Informal Observations:

<<Recommendations>>
---------------------

Evaluator's Signature:

## Student Growth Measures

**A1 Teacher** = 50% Value Added

**A2 teacher** = Teachers with multiple subjects that have Value-Added data will be issued reports for a composite of reading and math. For other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule. HB 555 states that if there is Value-Added data available, it must be used proportionately to the overall teacher's schedule. An example of this is listed below:

A fourth grade elementary teacher (non-departmentalized) teaches all required subjects (e.g., science, social studies, math and ELA). However, there is a Value-Added score for math and reading only. Thus, because this teacher teaches all four subjects, the Value-Added weight must be 25%, representing half of the teacher's schedule.

The remaining percentage of SGM should consist of...

Shared Attribution at the District Level

or

Growth based on teacher generated approved SLO's

**B Teacher** = 50% growth shown on vendor assessment

or

25% growth shown on vendor assessment and 25% district shared attribution

or

25% growth shown on vendor assessment and 25% growth based on teacher generated approved SLO

**C Teacher** = 50% Shared Attribution at the district level

or

50% Growth based on a teacher generated approved SLO

or

25% shared attribution at the district level and 25% growth based on a teacher generated SLO

A1 Teacher teaches all value added classes.

A2 Teacher teaches some value added and some non-value added classes.

B Teacher teaches classes that use vendor assessments to measure growth. The Board of Education will not pay for vendor assessments that have not been traditionally administered by the district; unless alternate sources of funding have been made available.

C Teacher teaches classes that have no value added or vendor assessments identified.

## Student Learning Objective (SLO) Template Checklist

This checklist should be used for both writing and approving SLOs. It should be made available to both teachers and evaluators for these purposes. For an SLO to be formally approved, ALL criteria must be met, and every box below will need a check mark completed by an SLO evaluator.

Baseline and Trend Data	Student Population	Interval of Instruction	Standards and Content	Assessment(s)	Growth Target(s)	Rationale for Growth Target(s)
<i>What information is being used to inform the creation of the SLO and establish the amount of growth that should take place within the time period?</i>	<i>Which students will be included in this SLO? Include course, grade level, and number of students.</i>	<i>What is the duration of the course that the SLO will cover? Include beginning and end dates.</i>	<i>What content will the SLO target? To what related standards is the SLO aligned?</i>	<i>What assessment(s) will be used to measure student growth for this SLO?</i>	<i>Considering all available data and content requirements, what growth target(s) can students be expected to reach?</i>	<i>What is your rationale for setting the target(s) for student growth within the interval of instruction?</i>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Identifies sources of information about students (e.g., test scores from prior years, results of preassessments)</li> <li><input type="checkbox"/> Draws upon trend data, if available</li> <li><input type="checkbox"/> Summarizes the teacher's analysis of the baseline data by identifying student strengths and weaknesses</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Identifies the class or subgroup of students covered by the SLO</li> <li><input type="checkbox"/> Describes the student population and considers any contextual factors that may impact student growth</li> <li><input type="checkbox"/> If subgroups are excluded, explains which students, why they are excluded and if they are covered in another SLO</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Matches the length of the course (e.g., quarter, semester, year)</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Specifies how the SLO will address applicable standards from the highest ranking of the following: (1) Common Core State Standards, (2) Ohio Academic Content Standards, or (3) national standards put forth by education organizations</li> <li><input type="checkbox"/> Represents the big ideas or domains of the content taught during the interval of instruction</li> <li><input type="checkbox"/> Identifies core knowledge and skills students are expected to attain as required by the applicable standards (if the SLO is targeted)</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Identifies assessments that have been reviewed by content experts to effectively measure course content and reliably measure student learning as intended</li> <li><input type="checkbox"/> Selects measures with sufficient "stretch" so that all students may demonstrate learning, or identifies supplemental assessments to cover all ability levels in the course</li> <li><input type="checkbox"/> Provides a plan for combining assessments if multiple summative assessments are used</li> <li><input type="checkbox"/> Follows the guidelines for appropriate assessments</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> All students in the class have a growth target in at least one SLO</li> <li><input type="checkbox"/> Uses baseline or pretest data to determine appropriate growth</li> <li><input type="checkbox"/> Sets developmentally appropriate targets</li> <li><input type="checkbox"/> Creates tiered targets when appropriate so that all students may demonstrate growth</li> <li><input type="checkbox"/> Sets ambitious yet attainable targets</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Demonstrates teacher knowledge of students and content</li> <li><input type="checkbox"/> Explains why target is appropriate for the population</li> <li><input type="checkbox"/> Addresses observed student needs</li> <li><input type="checkbox"/> Uses data to identify student needs and determine appropriate growth targets</li> <li><input type="checkbox"/> Explains how targets align with broader school and district goals</li> <li><input type="checkbox"/> Sets rigorous expectations for students and teacher(s)</li> </ul>

## Student Learning Objective (SLO) Template

*This template should be completed while referring to the SLO Template Checklist.*

Teacher Name: \_\_\_\_\_ Content Area and Course(s): \_\_\_\_\_ Grade Level(s): \_\_\_\_\_ Academic Year: \_\_\_\_\_

Please use the guidance provided in addition to this template to develop components of the student learning objective and populate each component in the space below.

### Baseline and Trend Data

*What information is being used to inform the creation of the SLO and establish the amount of growth that should take place?*

### Student Population

*Which students will be included in this SLO? Include course, grade level, and number of students.*

### Interval of Instruction

*What is the duration of the course that the SLO will cover? Include beginning and end dates.*

### Standards and Content

*What content will the SLO target? To what related standards is the SLO aligned?*

-8L-

**Assessment(s)**

*What assessment(s) will be used to measure student growth for this SLO?*

**Growth Target(s)**

*Considering all available data and content requirements, what growth target(s) can students be expected to reach?*

**Rationale for Growth Target(s)**

*What is your rationale for setting the above target(s) for student growth within the interval of instruction?*

-bL-

**SEVERANCE BENEFICIARY FORM**

I, \_\_\_\_\_, designate the following beneficiary (ies) for receipt of payment of any severance benefits under this agreement in the event of my death. I understand that, in the absence of a designation, the severance payment would be made to the fiduciary of my estate. I hereby designate as the primary beneficiary (ies) the following person (s):

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>	<u>PHONE #</u>	<u>PERCENTAGE</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Total percentage for all beneficiary (ies) should equal 100%)

In the event one of the foregoing precede me, I hereby designate as secondary beneficiary (ies) the following person(s):

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>ADDRESS</u>	<u>PHONE #</u>	<u>PERCENTAGE</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Total percentage for all beneficiary (ies) should equal 100%)

I understand that it is incumbent upon me to keep the Board Treasurer informed of current addresses and telephone numbers of all beneficiary(ies) named by me so that they may be contacted without delay or difficulty in the event of my death.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature – Employee)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature – Employee’s Spouse)



**Putnam County Schools  
SuperMed Plus  
Current**



<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon end of calendar year	
Pre-Existing Condition Waiting Period	No Pre-Existing Applies	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	\$2,000,000	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000	\$2,000 / \$4,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$20 copay, then 100%	60% after deductible
Urgent Care Office Visit <sup>2</sup>	\$20 copay, then 100%	60% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	80% after deductible	60% after deductible
<b>Preventative Services</b>		
Routine Physical Exam (Ages twenty-one and over)	\$20 copay, then 100%	50% after deductible <sup>4</sup>
Well Child Care Services including Exam and Immunizations (To age twenty-one)	\$20 copay, then 100%	50% after deductible <sup>4</sup>
Well Child Care Laboratory Tests (To age twenty-one)	100%	50% after deductible <sup>4</sup>
Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Ages twenty-one and over, one each per benefit period)	100%	60% after deductible
Routine Colon Cancer Screening (All ages)	100%	60% after deductible
Routine Endoscopic Services (All ages)	100%	60% after deductible
<b>Outpatient Services</b>		
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical and Occupational Therapy - Facility and Professional (40 visits each per benefit period)	\$20 copay then 100%	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	\$20 copay then 100%	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	\$20 copay then 100%	60% after deductible
Cardiac Rehabilitation – Facility and Professional (20 Facility visits per benefit period)	\$20 copay then 100%	60% after deductible
Emergency use of an Emergency Room <sup>3</sup>	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room	80% after deductible	60% after deductible

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility	80% after deductible	60% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	80% after deductible	60% after deductible
Ambulance	80% after deductible	60% after deductible
OP Diabetic Education and Training	100%	60% after deductible
Durable Medical Equipment	80% after deductible	80% after deductible
Home Healthcare	80% after deductible	60% after deductible (30 visits per benefit period)
Hospice	80% after deductible	80% after deductible
Organ Transplants	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

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

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

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

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

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

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

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>4</sup>Not applied to Coinsurance Out-of-Pocket Maximum.



**Putnam County Schools  
Prescription Drug Program  
CURRENT**

<b>Benefits</b>	<b>Copay</b>	<b>Day Supply</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	Same as Medical	
<b>Retail Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$15	30
Brand Name Copayment	\$40	30
<b>Mail Order Program with Oral Contraceptive Coverage</b>		
Generic Copayment	\$15	90
Brand Name Copayment	\$40	90

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

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



**Putnam County Schools  
SuperMed Plus  
Option 2**



<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon end of calendar year	
Pre-Existing Condition Waiting Period	No Pre-Existing Applies	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	\$2,000,000	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$1,000 / \$2,000	\$2000 / \$4000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$2000 / \$4000	\$4000 / \$8000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2</sup>	\$25 copay, then 100%	60% after deductible
Urgent Care Office Visit <sup>2</sup>	\$25 copay, then 100%	60% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	80% after deductible	60% after deductible
<b>Preventative Services<sup>3</sup></b>		
Routine Physical Exam (Age twenty-one and over) <sup>2</sup>	100%	50% after deductible <sup>5</sup>
Well Child Care Services including Exam and Immunizations (To age twenty-one) <sup>2</sup>	100%	50% after deductible <sup>5</sup>
Well Child Care Laboratory Tests (To age twenty-one)	100%	50% after deductible <sup>5</sup>
Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Ages twenty-one and over, one each per benefit period)	100%	60% after deductible
Routine Colon Cancer Screening	100%	60% after deductible
Routine Endoscopic Services	100%	60% after deductible
<b>Outpatient Services</b>		
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical Therapy - Facility and Professional (40 visits per benefit period)	\$25 copay then 100%	60% after deductible
Occupational Therapy – Facility and Professional (40 visits per benefit period)	\$25 copay then 100%	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	\$25 copay then 100%	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	\$25 copay then 100%	60% after deductible
Cardiac Rehabilitation – (20 visits per benefit period for Facility and unlimited for Professional)	\$25 copay then 100%	60% after deductible
Emergency use of an Emergency Room <sup>4</sup>	\$100 copay, then 100%	
Non-Emergency use of an Emergency Room	80% after deductible	60% after deductible

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility	80% after deductible	60% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	80% after deductible	60% after deductible
Ambulance	80% after deductible	60% after deductible
Diabetic Education and Training	100%	60% after deductible
Durable Medical Equipment	80% after deductible	80% after deductible
Home Healthcare	80% after deductible	60% after deductible (30 visits per benefit period)
Hospice	80% after deductible	80% after deductible
Organ Transplants	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

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

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

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

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

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

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Preventive Services are subject to final definition in accordance with federal law regarding no cost sharing for; Evidence-based items or services that have a rating of "A" or "B" in the United States Preventive Services Task Force; Immunizations recommended from the Advisory Committee on Immunization Practices of the Center for Disease Control and Prevention

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

<sup>5</sup>Not applied to Coinsurance Out-of-Pocket Maximum.



**Putnam County Schools-Proposed  
Prescription Drug Program <sup>1</sup>  
Effective 1/1/11 – Option 2**

<b>Benefits</b>	<b>Copay</b>	<b>Day Supply</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	Same as Medical	
<b>Formulary Retail Program with Oral Contraceptive Coverage <sup>2</sup></b>		
Generic Copayment	\$15	30
Formulary Copayment	\$40	30
Non-Formulary Copayment	\$60	30
<b>Formulary Mail Order Program with Oral Contraceptive Coverage <sup>2</sup></b>		
Generic Copayment	\$30	90
Formulary Copayment	\$80	90
Non-Formulary Copayment	\$120	90

**Note:** In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

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

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

<sup>1</sup>Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.

<sup>2</sup>Generic Incentive: If the member requests a brand name drug and a generic equivalent drug is manufactured, the member pays the Generic Copayment plus the difference between the brand and generic costs. If a generic drug is not manufactured or the physician requests dispense as written (DAW 1), the member pays the Copayment only.



**Putnam County Schools  
SuperMed Plus HSA  
With Major Medical Prescription**



Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon end of calendar year	
Pre-Existing Condition Waiting Period	No Pre-Existing Applies	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	\$2,000,000	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$2,000 / \$4,000	\$4,000 / \$8,000
Coinsurance	100%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	\$2,000 / 4,8000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury)	100% after deductible	60% after deductible
Urgent Care Office Visit	100% after deductible	60% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	100% after deductible	60% after deductible
<b>Preventative Services<sup>2</sup></b>		
Routine Physical Exam (Ages twenty-one and over)	100%	60% after deductible
Well Child Care Services including Exam and Immunizations (To age twenty-one)	100%	60% after deductible
Well Child Care Laboratory Tests (To age twenty-one)	100%	60% after deductible
Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (Ages twenty-one and over, one each per benefit period)	100%	60% after deductible
Routine Colon Cancer Screening	100%	60% after deductible
Routine Endoscopic Services	100%	60% after deductible
<b>Outpatient Services</b>		
Surgical Services	100% after deductible	60% after deductible
Diagnostic Services	100% after deductible	60% after deductible
Physical Therapy - Facility and Professional (40 visits per benefit period)	100% after deductible	60% after deductible
Occupational Therapy – Facility and Professional (40 visits per benefit period)	100% after deductible	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	100% after deductible	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	100% after deductible	60% after deductible
Cardiac Rehabilitation – (20 visits per benefit period for Facility and unlimited for Professional)	100% after deductible	60% after deductible
Emergency use of an Emergency Room	100% after deductible	

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Non-Emergency use of an Emergency Room	100% after deductible	60% after deductible
<b>Inpatient Facility</b>		
Semi-Private Room and Board	100% after deductible	60% after deductible
Maternity	100% after deductible	60% after deductible
Skilled Nursing Facility	100% after deductible	60% after deductible
<b>Additional Services</b>		
Allergy Testing and Treatments	100% after deductible	60% after deductible
Ambulance	100% after deductible	60% after deductible
Diabetic Education and Training	100% after deductible	60% after deductible
Durable Medical Equipment	100% after deductible	80% after deductible
Home Healthcare	100% after deductible	60% after deductible (30 visits per benefit period)
Hospice	100% after deductible	80% after deductible
Prescription Drugs – Oral Contraceptives included <sup>3</sup>	100% after deductible	
Retail – 90 Day Supply		
Home Delivery – 90 Day Supply		
Organ Transplants	100% after deductible	60% after deductible
Private Duty Nursing	100% after deductible	60% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Note: Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

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

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

<sup>1</sup>Maximum family deductible. Family deductible must be met before benefits are provided on a family contract. The single deductible applies to single contracts.

<sup>2</sup>Preventive Services are subject to final definition in accordance with federal law regarding no cost sharing for: Evidence-based items or services that have a rating of "A" or "B" in the United States Preventive Services Task Force; Immunizations recommended from the Advisory Committee on Immunization Practices of the Center for Disease Control and Prevention

<sup>3</sup>Failure to present an ID card may result in decreased benefits