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# **MASTER AGREEMENT**

**Between**

**THE LISBON EXEMPTED VILLAGE  
BOARD OF EDUCATION**

**AND**

**THE LISBON EDUCATION ASSOCIATION**

**July 1, 2013 – June 30, 2016**

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## **Article I Statement of Recognition**

The Lisbon Exempted Village Board of Education, hereinafter referred to as the Board, recognizes the Lisbon Education Association OEA/NEA, hereinafter referred to as the Association, as the sole and exclusive bargaining agent for all professional, non-supervisory personnel, including, as an illustration only, classroom teachers, librarians, guidance counselors, department and grade level chairpersons, occupational specialists, and social workers (i.e., nurses, media specialists, etc.). Excluded shall be casual substitutes, the Superintendent, and all other administrators as defined in 4117 of the Ohio Revised Code.

## **Article II Negotiations**

### **A. Agenda**

The first negotiations session shall be held no later than ninety (90) days prior to the expiration of the collective bargaining agreement unless an extension is mutually agreed upon.

At the first negotiations meeting, the parties agree to exchange written proposals. After this meeting no new items shall be submitted by either party without mutual consent.

The representatives of each party will be authorized and empowered to establish agendas, to negotiate the issues and matters between the parties, and to develop tentative or preliminary agreements thereon.

### **B. Scope**

The scope of negotiations shall include all matters pertaining to wages, hours, terms and other conditions of employment, as well as the continuation, modification, or deletion of an existing provision of a collective bargaining agreement and any forms necessary to implement negotiated procedures.

### **C. Agreement**

As tentative agreements are reached, both parties will initial said agreement. When a tentative agreement is reached on all items subject to negotiations, the proposed agreement shall be submitted to the Board and Association for ratification consideration.

### **D. Final Copy**

There shall be three (3) signed copies of the final agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) for filing with the State Employment Relations Board (SERB).

E. Mediation

In the event that an agreement has not been developed by the eightieth (80) day of the negotiations period, either party may request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the requisite authority to call meetings between the parties. Before going to the next step, the mediation procedure shall last for a period of twenty (20) days unless extended by mutual agreement of the parties. If a right granted under ORC 4117 is not mentioned specifically in this procedure, the Board and the Association agree that the right has not been waived. The mediation process set forth herein constitutes the parties' mutually agreed upon final and exclusive dispute settlement procedure and shall operate in lieu of any and all other settlement procedures set forth in O.R.C. 4117.14.

In the event that there are any costs for the mediation services, those costs will be shared equally by the Association and the Board.

**Article III Grievance Policy and Procedures**

A. Definitions

1. "Grievance" shall mean a complaint involving the alleged violation, misrepresentation, or misapplication of the written provisions of the negotiated agreement between the Association and the Board.
2. "Grievant" shall mean a bargaining unit member or the chairperson of the Association's grievance committee initiating a claim on behalf of the Association.
3. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.
4. "Days" shall mean work days during the regular school year. During the summer months, "days" means calendar days, exclusive of Saturdays, Sundays, and legal holidays.

B. Rights of the Grievant and Association

1. The purpose of these procedures is to provide a mechanism for problem solving and the efficient resolution of grievances. The parties agree that grievance proceedings will be kept as confidential as is appropriate and will be processed as expeditiously as possible.
2. On the occasion of the informal administrative conference Step One, a grievant may appear on his/her own behalf and may be accompanied by any member of the bargaining unit. In Steps Two through Four, the grievant may appear in person with any Association representative.
3. In the event the immediate supervisor is not vested with the authority to resolve the grievance, the bargaining unit member/grievant and the

immediate supervisor, following a conference, may waive Step One and proceed to Step Three by timely filing the written grievance form with the Superintendent.

4. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel file of the grievant.
5. No reprisals of any kind shall be taken by the Board or any member of the administration against any grievant, representative, member of the Association, or any participant in a grievance procedure because of such participation.

C. General Provisions

1. In order that grievances may be processed as rapidly as possible, the numbers of days indicated at each level are to be considered maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing by mutual agreement of both parties.
2. All grievance processing and investigating activities shall be conducted outside the normal instructional day unless mutually agreed. At Step Five, the time and place for hearings shall be at the discretion of the arbitrator.
3. All subsequent meetings concerning the grievance will be conducted at a mutually agreed time, place, and date.
4. All grievances must be timely initiated at the informal level Step One.
5. If a decision on a grievance is not appealed within the time limit specified at any step of the procedure, unless the time limits have been extended in writing by mutual agreement of the grievant and the responsible decision-maker and/or their representatives, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be waived. Failure by the responsible decision-maker at any step of these procedures to communicate a decision within the specified limits shall automatically permit the grievant to proceed to the next step.
6. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered or mailed by certified mail to the grievant, return receipt requested. If mailed, the date of mailing will serve as the date of the response. The Association President shall receive copies of all notices.
7. A grievance may be withdrawn at any level without the fact of such withdrawal being precedent in any subsequent matter.

D. Procedure

1. Step One:  
Any grievant having a grievance shall first discuss such grievance with

his/her immediate supervisor. The grievant must make the supervisor aware that he/she is claiming a violation of the contract and considers the discussion to be Step One of the grievance process. This meeting shall be held within twenty (20) days following the act or condition which is the basis of the grievance. If such grievance is not brought to the immediate supervisor within ten (10) days, the grievance will no longer exist.

2. Step Two:

If this discussion does not resolve the grievance to the satisfaction of the grievant, such grievant shall have the right to lodge a written grievance by submitting a completed grievance report form with his/her immediate supervisor, which shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provisions of the master agreement allegedly violated, misinterpreted, or misapplied, and the relief requested

If such grievance is not lodged within ten (10) days following Step One, such grievance shall no longer exist.

The grievant shall have the right to request a hearing before the building principal. Such hearing shall be conducted within five (5) days after the receipt of such request. The grievant shall be advised, in writing, of the mutually agreed time, place, and date of such hearing and shall have the right to be represented at such hearing by a representative of the grievant's organization.

The building principal shall take action on the written grievance within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, the Superintendent, the Board Treasurer, and the Association President.

3. Step Three:

If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal, in writing, and request a hearing by the Superintendent.

Failure to file such an appeal within five (5) days from receipt of the written memorandum of the principal's action on said grievance shall be deemed a waiver of the right to appeal.

Failure of the building principal to follow time limits shall not limit the grievant the right to proceed to the next step.

Upon request, a hearing shall be conducted by the Superintendent within ten (10) days after the receipt of the request. The grievant shall have the right to be represented at such hearing by a representative of the grievant's organization.

The grievant shall identify the party that will represent him/her in advance of the hearing.

Notification of the mutually agreed time, date, and place of the hearing shall be given by the Superintendent who shall take action on the grievance within five (5) days after the conclusion of such hearing.

The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant, building principal, Board Treasurer, and the Association President.

4. Step Four:

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal, in writing, and request a hearing before the Board. The notice of this appeal and request shall be sent to the Superintendent and the Association President, and a copy shall be filed with the Board Treasurer. Failure to file such an appeal and request within five (5) days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of an appeal hearing.

The Superintendent shall place the matter on the agenda for the executive session for the next regular meeting of the Board or within thirty (30) calendar days, whichever is sooner, who shall hear the matter in executive session at that time. The grievant shall have the right to be represented at such executive session meeting by a representative(s) of the grievant's organization. The party representing the grievant shall be identified in advance of the meeting.

The Board's action shall be based upon the arguments presented by or on behalf of the grievant. Copies of this action shall be sent in writing within seven (7) days to the grievant, the Superintendent, the Association President, and the building principal.

The Board will fulfill the terms of a settlement within thirty (30) days.

5. Step Five:

If the grievant is not satisfied with the written disposition at Step Four, a request by the Association may be issued to proceed to arbitration. A request for arbitration must be made within fifteen (15) days after receipt of the Board's written disposition of the grievance. Failure to file such a request with the Board within fifteen (15) days from receipt of the written decision of the Board's action on said grievance at Step Four shall be deemed a waiver of the right of an appeal to arbitration.

Arbitration shall proceed according to the rules and regulations of the American Arbitration Association, unless the parties mutually agree to utilize the services of another arbitration service.

Following receipt by the Superintendent of the request for arbitration, the Superintendent and Association President shall discuss the possibility of submitting the matter to a mediator prior to proceeding to arbitration. The mediator shall be chosen by agreement of the parties. If the parties do not agree to submit the matter to mediation, or if the parties cannot agree on a mediator, or if the mediation is not successful, the matter will proceed to arbitration unless withdrawn by the grievant.

The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

6. Step Six:

The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this agreement, nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinions which are not directly essential in reaching the determination.

The decision of the arbitrator shall be final and binding on the Board, the Association and the grievant.

All expenses for arbitration (arbitrator fees, administrative charges, hearing room charges, and court reporter costs, if any) will be shared equally by the Board and the Association.

#### **Article IV Fair Share Fee**

The Board agrees to automatic payroll deduction as a condition of employment of an amount not to exceed the total dues of the Association from the pay of all bargaining unit members who elect not to become members of the Association, or who elect not to remain members. The amount of the fee shall be determined by the Association. The Board shall be held harmless for payroll deductions that occur as a result as a condition of employment.

The Association shall notify the Board by September 16 as to when payroll deduction of such fair share fees shall begin. Dues rates and fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. The Board further agrees to

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 Board Treasurer will deduct the Fair Share Fee from the paychecks of bargaining unit members who elect not to join the Association. The Fair Share Fee shall be equal for all nonmembers and shall not exceed dues paid by members.

The Association recognizes its obligation to represent all members of the bargaining unit fairly and equitably whether or not they are members of the Association. The Association will keep the Board Treasurer advised at all times of: (a) the amount of dues, (b) the names of its members, and (c) the names of its members who pay their dues directly to the Association rather than through payroll deduction.

It shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to Federal law and provisions of R.C. 4117.09(C).

Failure of an employee to pay the required Fair Share Fee shall give the Association a right to bring legal action against the employee in a court of competent jurisdiction. No member of the bargaining unit is required by this agreement to become a member of the Association.

Any person who objects to paying the Fair Share Fee because of religious beliefs shall be exempted from paying any Fair Share Fee or union dues, as provided in R.C. 4117.09(C).

The Association agrees to hold the Board harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of Fair Share Fees or dues; to indemnify the Board for any liability imposed on it as a result of any such suit, claim, or administrative proceeding to provide legal defense for the Board in any such suit, claim, or administrative proceeding; and to reimburse the Board for any and all expenses incurred by the Board in any such suit, claim, or administrative proceeding including court costs. The Association shall designate counsel. The Board agrees to cooperate with the Association and its counsel in the defense of any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of Fair Share Fees.

All monies from Association memberships shall be remitted to the Association's Treasurer in a timely manner.

If the bargaining unit member leaves the employ of the Board prior to complete payment of the dues owed for that year, the remainder owed shall be deducted from the final paycheck of the member. It shall be the responsibility of the Association to collect the remainder after the final deduction if the paycheck is insufficient to pay the dues owed. This provision shall not apply due to the death of the bargaining unit member.

## Article V Leave

### A. Association Leave

Bargaining unit members who are certified/licensed delegates or representatives of state professional organizations may attend conventions, etc., not to exceed a total of six (6) days per school year. The Board will assume the cost of the substitute for a maximum of three (3) of these days. Other costs will not be the responsibility of the Board. The three (3) remaining days within the six (6) will be granted at no cost to the Board. The Association President will be consulted concerning the recipients of these days.

### B. Assault Leave

Any certified/licensed employee of the Board assaulted while in the course of his/her employment and disabled from such assault shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave for up to twenty (20) days.

To be eligible for assault leave, the certified/licensed employee shall:

1. Apply for Worker's Compensation benefits.
2. Make a written statement concerning the assault on forms provided by the Board.
3. Agree to file criminal charges against the person or persons involved.
4. Provide a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular duties.

If Worker's Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received and the employee's regular salary.

Assault leave shall not be counted against the employee's earned sick leave.

Falsification of any of the employee's statements in support of assault leave shall be grounds for suspension or termination of employment under 3319.16 of the Ohio Revised Code.

### C. Court Duty Leave

Any bargaining member who is summoned to appear in court on behalf of the Board in school-related matters approved by the Board shall be granted necessary leave.

### D. Jury Duty Leave

Any bargaining unit member summoned for jury duty shall notify the Superintendent of such duty and will be granted said leave without loss of pay or benefits. Bargaining unit members serving on jury duty who are provided with notice that they will not be required to report to court on any day during that service are to report to work.

E. Parental- Leave

Parental leave is leave without pay for child care purposes following the birth of a child or the adoption of a child less than six (6) years of age unless the adopted child is disabled or has serious health issues. The teacher desiring leave under this policy shall be permitted to take such leave. Leave shall begin on the requested date and conclude at the end of a semester. A bargaining unit member may use a maximum of four (4) semesters per request. It will be the responsibility of the bargaining unit member to notify the Board of the date they intend to return to work no later than June 1<sup>st</sup> on the year they are using parental leave. Said parental leave may only be used over two (2) school years.

Total leave of absence for parental leave cannot exceed one full school year plus the remaining portion of the school year the birth or the adoption took place.

When practical, requests for parental leave shall be filed with the Superintendent at least thirty (30) days in advance.

A bargaining unit member shall return immediately following the expiration of the leave and shall be reinstated to the same position, salary steps, and range to that held prior to the leave unless the leave extends beyond one (1) calendar year. For leave extending beyond one (1) year, reinstatement shall be to the same or similar position.

Early termination of parental leave shall be permitted with the consent of both parties.

Bargaining unit members on approved parental leave shall be permitted to continue health insurance coverage under their rights provided under the federal FMLA and the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985.

F. Personal Leave

A maximum of three (3) days personal leave per year will be granted to all full time employees without loss of pay when requested on the official leave form. Requests must be submitted at least one week in advance of the day requested, except in case of emergency which shall be considered by the Superintendent.

All unused personal days will be converted to sick leave at the end of each contract year.

No more than seven (7) bargaining unit members may use the personal leave on the same day unless approved by the Superintendent. Personal days may not be used the day before or the day after a holiday or vacation unless approved by the Superintendent.

G. Professional Leave

Each bargaining unit member may have paid professional leave, with the prior approval of the Superintendent, to attend professional meetings, conventions, workshops, or seminars in his/her field. The Board will assume at least the cost of the substitute.

Registration and related expenses will be paid by the Board when request to attend is initiated by the Administration.

H. Sabbatical Leave

1. Eligibility

Any bargaining unit member who has completed five (5) or more years of regular, full-time service in the District may be granted a leave of absence without pay for professional study and improvement or for an experience closely related to the employee's teaching responsibilities.

2. Application for Leave

Application for leave shall be filed in writing with the Superintendent no later than April 15<sup>th</sup> of the school year preceding the year for which leave is requested. The application shall include a prospectus for professional growth which will outline the plan of study or service to be undertaken. Upon the recommendation of the Superintendent, the Board may grant the leave of absence.

3. Length of Leave

Sabbatical leaves of absence will be granted for one (1) school year only. An extension of one (1) year may be granted for professional study only provided the bargaining unit member files a timely application for such extension. At the expiration of the specified period of leave, or any granted extension, the bargaining unit member terminates his/her affiliation with the District if he/she at that time declines to return.

4. Application for Reinstatement

Application for reinstatement must be made in writing to the Superintendent not later than April 1<sup>st</sup> prior to the expiration of the sabbatical leave. Upon return from a leave of absence, the bargaining unit member shall assume the contract status held prior to embarking upon the leave.

5. Credit on Salary Schedule

Upon the return of the bargaining unit member to full time employment, and his/her completion of the approved program of study or professional improvement, the Board shall grant credit on the salary schedule for such time spent in an approved program of study or professional improvement.

6. Tuition

Cost of graduate hours completed during a sabbatical leave shall not be reimbursed by the Board.

7. Insurance

Bargaining unit members on approved sabbatical leave of absence shall be permitted to continue health insurance coverage under their rights provided under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) OF 1985.

I. SERB Leave

In the event that a bargaining unit member is witness or a party to a SERB hearing, the Board agrees to follow the SERB's rules regarding a bargaining unit member's absence.

J. Sick Leave

1. Accumulated Days

Each bargaining unit member shall be entitled to accumulate sick leave at the rate of one and one-fourth (1 ¼) days per month and at a maximum of fifteen (15) days per year. Each bargaining unit member shall be permitted to accumulate 220 days of unused sick leave.

2. Transferring Days

Any certified/licensed teacher transferring to the employment of the Board shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of 220 days upon verification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code.

3. Rules for Use

A bargaining unit member may use sick leave for absence due to personal illness, injury, illness or disability associated with pregnancy, exposure to contagious disease which could be communicated to others, and absence due to illness or death in the immediate family. Sick leave shall be limited to the maximum sick leave accumulated by the bargaining unit member.

Immediate family for purposes of sick leave will include: spouse, child, father, mother, father-in-law, mother-in-law, stepfather, stepmother, and any other person living in the immediate household and standing in lieu of the aforementioned persons. A brother or sister living in the immediate household may be considered part of the immediate family. The Board shall consider special situations outside of this policy to determine if the use of sick leave is appropriate.

4. Funeral/Bereavement Leave

A maximum of three (3) days will be granted for funerals or similar service/events for the deceased family member of those listed as immediate family.

Immediate family for funeral/bereavement leave purposes will include: spouse, child, father, mother, father-in-law, mother-in-law, stepfather, stepmother, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, step-child, aunt, and uncle. Also, this includes any person living in the immediate household. The Board shall consider special situations outside this policy to determine if the use of sick leave is appropriate. A maximum of five (5) days will be granted if extensive travel to attend the funeral or similar service/event for the deceased family member is involved. In the event that the funeral or similar service does not coincide with the time of death, bereavement leave may be used within the same parameters as stated above with prior approval by the

Superintendent.

5. Maximum Sick Leave Security

A maximum sick leave security system shall exist for those bargaining unit members who have accumulated the maximum number of unused sick leave days. The maximum number of days in the security system will be fifteen (15).

6. Sick Leave Advancement

The Board will advance, upon the request of a bargaining unit member new to the District with no accrued sick leave, up to five (5) sick days to be deducted from the bargaining unit member's future accumulation providing that the teacher will earn enough sick days within the existing school year to repay the advanced number of days.

K. Unpaid Leave of Absence for Illness or Other Disability

Unpaid leave of absence is leave without pay granted when sick leave has been exhausted. The teacher desiring leave under this policy shall be permitted to take such leave for illness or other disability in accordance with Ohio Revised Code Section 3319.13. Leave shall begin on the requested date and conclude at a mutually agreed upon date. Any extension beyond the previously agreed upon date must be resubmitted for consideration by the Board in accordance with law.

When practical, requests for unpaid leave of absence shall be filed with the Superintendent at least thirty (30) days in advance.

Early termination of unpaid leave of absence shall be permitted with the consent of both parties.

Bargaining unit members on approved unpaid leave of absence shall be permitted to continue health insurance coverage under their rights provided under the federal FMLA and the Consolidated Omnibus Budget Reconciliation Act (COBRA) OF 1985.

**Article VI Staff**

A. Seniority

Seniority shall be defined as the length of continuous service of employment of a bargaining unit member. Seniority begins with the date of the board meeting at which the bargaining unit members was hired and then by the date the bargaining unit member signed his/her initial employment contract in the District. Any remaining ties will be broken by lot. In the event of the closing of any school district, and the subsequent absorption of students or staff of said district, Lisbon Exempted Village staff will retain current seniority. Any staff transferring into the district will be placed on the seniority list below current staff members. No current Lisbon staff member will be RIF'd due to said inclusion.

1. Posting of Seniority List

- a. The seniority list shall be posted annually within ninety (90) days of the beginning of each school year. The employer shall prepare and post on the bulletin board in each building/worksite a seniority list indicating the area of certification, license, or entry-level requirement, the first day worked, the date of employer resolution to employ and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.
- b. The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirement with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.
- c. The names of the employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.

2. Correction of Inaccuracies

Each employee shall have a period of thirty (30) days after posting of the seniority list in which to advise the employer or its agents in writing of any claimed inaccuracies. Appropriate adjustments will be made and posted promptly.

B. Class Size

When class size in grades K-5, including specific subject area courses, reaches over twenty-five (25) and/or when class size in grades 6-12 reaches over twenty-nine (29) full time equivalent students in each section at a given grade level, a committee meeting will be held with the Superintendent, principal, and teachers of that grade level in attendance. Alternatives will be discussed by the committee and appropriate action will be taken upon the approval of the Board. Grades K-5 class size that exceeds 25/1 ratios as a result of open enrollment will be monitored and adjusted for the succeeding year.

The alternatives to be considered by the committee will include, but not be limited to, the following:

- Additional Teaching Staff
- Additional Aides
- Additional Compensation
- Other Recommendations of the Committee.

Elementary classrooms should have an even distribution of students

Prior to the transfer of students between classrooms, there shall be a discussion between the affected teachers and administration.

C. Employment of Retired Teachers

The Board may consider and employ a retired teacher upon the recommendation of the Superintendent. A retiree is defined as someone who has attained service retirement status with the State Teachers Retirement System and is qualified to teach in an Ohio Public School.

The number of non-Lisbon retirees a Board may hire per year is one. Additional non-Lisbon retirees may be hired with the mutual agreement of the Superintendent and the Association President.

A retiree will be placed on the negotiated salary scale to a maximum of Step 10.

The retiree shall be issued a one year limited contract. The contract shall automatically expire at the end of the year.

The retiree shall begin with a zero (0) years seniority. The retiree shall start with zero (0) days of sick leave accumulation.

The following provisions are not available to a retiree:

- Family Health care coverage by the Lisbon Board of Education (Single only)
- Continuing contract status
- Seniority
- Reduction in force
- Accumulation of sick leave
- Severance or bonus

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

The retiree specifically waives all rights pursuant to section 3317.13 (salary schedule), 3319.11 and 3319.111 (evaluation, non-renewal, continuing contract) of the Ohio Revised Code. As such, any retired Lisbon teacher re-employed by the Board shall be deemed to be a "teacher new to the district" for purposes of this provision.

The Board and the Association intend to have this contractual provision supersede the state statutes listed in the proceeding sentence.

D. Teacher Evaluation

The Board-adopted policy for standards-based teacher evaluation will be included in this Agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112 and utilized for the valuation of teachers subject to OTES. Non-OTES members of the bargaining unit will continue to be evaluated in accordance with prior procedures and forms.

The Board-adopted policy shall be included as an Appendix to this agreement.

E. Length of School Day

The length of the regular school day for bargaining unit members shall be seven-and-one-half (7 ½) hours which shall include one half-hour for duty free lunch. The specific times for reporting and leaving the building shall be established in writing by the administration at the beginning of the school year. A thirty (30) minute time frame shall be established to conduct subject/grade level meetings, committee meetings, tutoring programs, and staff meetings. Planning for this block will include mutual discussion and planning by staff and administration. Planning periods shall be scheduled during the day when students are present.

F. Length of School Year

The length of the school year for bargaining unit members shall be 183 days, designated as follows:

- 178 days with students in attendance
- 2 days Parent Teacher Conference
- 3 days In-service

A committee comprised of three (3) bargaining unit members and the Superintendent and two (2) administrators will be formed during the first month of the school year to develop in-service programs. Bargaining unit members serving on the committee will be selected by the LEA. Additional in-service will be encouraged by providing stipends through grant funding.

G. Resident Educator

The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board.

This program shall be separate from and shall not replace the negotiated employee evaluation system.

1. Definitions

a. Resident Educator Program

The four-year program is designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

b. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

c. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

d. Formative Assessment

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

2. Mentors

a. Qualifications

1. The Mentor Teacher must have Continuing Contract status and have a minimum of seven (7) consecutive years of teaching experience in the district and at least two (2) years in the level or subject area assigned (I.E. elementary, middle school, special education, etc.) and shall be a classroom teacher.

2. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.

3. The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.

4. The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

b. Selection of Mentor Teachers

Selection of Mentor Teacher positions shall be made by the Superintendent. Should no Mentor be available in the area of certification/licensure, the Superintendent may assign a Mentor from within the grade level or subject area most closely related to that of the Resident Educator.

3. Compensation

In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a supplemental stipend, in addition, the Board will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

4. General

a. 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 the staff member's evaluation.

b. No Resident Educator shall be required to remain in a

resident educator program after advancing to a professional educator license.

- c. Mentor Teachers shall not participate in the District's evaluation of any Resident Educator.
- d. Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
- e. No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
- f. At any time, either the Mentor Teacher or the Resident Educator may request to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the request or granting of this option and no prejudice or evaluation is to be given any such change.
- g. All members of the Committee, Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- h. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.

#### H. Personnel File Review

Upon written request, employees shall have the right during the regular business hours of the Superintendent's office to review his/her official personnel file as compiled by any administrator and/or clerk. A representative of the Association may, at the bargaining unit member's request, accompany said member in such a review. The review of such file shall be in the presence of the Superintendent having custody of such file, or his/her designated representative. No material shall be removed from said file unless authorized, in writing, by the Superintendent or his/her designee.

No observation, evaluation, or written reprimand by any member of the administration of Lisbon Exempted Village Schools shall be placed in an employee's permanent, personnel file at the administration office without his/her notification. The employee shall have the right to submit, in writing, a rebuttal to any and all materials contained within the file within ten (10) working days of notification.

Reprimands shall be reviewed upon request and removed from the file if there is no reoccurrence after a three (3) year period.

Anonymous letters or materials shall not be placed in the personnel file of a bargaining unit member.

The Superintendent shall furnish bargaining unit members with copies of any material contained in the files within three (3) working days of the request.

The official file shall always be kept in the Superintendent's office.

I. Planning Period

Each bargaining unit member shall have at least one planning period daily which shall consist of an uninterrupted block of at least thirty-five (35) minutes during the school day while students are present. All bargaining unit members shall have at least two hundred (200) minutes of planning period time per week.

It is understood that this period is for each individual member to prepare material for his/her classroom, to provide extra help for selected students, to converse with parents, to research and/or order necessary materials, and to complete association duties. Bargaining unit members will not be required to give up their planning periods for duties requested by the administration unless it is for an emergency situation. Bargaining unit members should be available for brief five (5) minute consultation during this time period unless granted permission by the building principal to leave the building. In the event that a bargaining unit member needs to leave the building for school or personal business, it will be necessary to follow established building procedures.

In the event that a special situation occurs that would cause periods to be shortened for a day, bargaining unit members may not be allocated their total planning time on that day.

J. Reduction in Force

The Board may make a reduction in force for the reasons set forth in Ohio Revised Code Section 3319.17.

Prior to a RIF, the Association President shall be notified of the Board's intent to reduce in force.

A meeting(s) shall be held between representatives of the Association and representatives of the Board to review appropriate data that would indicate the need for a RIF. Said meeting(s) shall be held at a mutually agreed to time, date, and place.

A formalized list shall be prepared indicating the specific number of positions to be abolished within each area of certification/licensure. The certification/licensure area(s) of teacher(s) who will be returning from approved leaves of absence will be separately indicated as part of the aforementioned formalized list.

The number of teachers who will be returning within an area of certification/licensure will be indicated. This statement shall be prepared at the time the Board takes action to reduce the force. The Association President shall receive two (2) copies of said list within five (5) days of completion of the list. If it becomes necessary to have a reduction in force, it shall first be made through attrition resulting from resignations, retirement, and transfers

1. Attrition

The need for a reduction in force and suspension of contracts in whole or in part may be eliminated or reduced by not replacing teachers leaving the employment of the board due to resignation, retirement or approved leaves of absence.

2. Retention

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations. The application of the term "comparable" as applied to teacher evaluations, shall occur in accordance with the Board adopted, standards-based teacher evaluation policy defining that term.

For the transition period of this Master Agreement only, ending on June 30, 2016, all evaluations of OTES teachers will be defined as comparable. Thereafter, unless the parties negotiate otherwise, comparability will be determined in relation to the effectiveness ratings defined in the Board's standards-based teacher evaluation policy included in this agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112.

3. Procedure

If it is deemed necessary by the board to reduce staff positions, in whole or in part, the Board shall proceed to suspend contracts for teachers based upon evaluations of those who have been evaluated in accordance with the board-adopted, standards-based evaluation policy and those bargaining unit members for whom the evaluation provisions of the Agreement apply.

Suspension of contracts shall be recommended by licensure/certification area and an order shall be based on the following:

- a. If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
  1. Certification/licensure within the affected teaching field.
  2. Comparable evaluations.
  3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited

contract teacher in the affected teaching field the first to be suspended.

- b. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
  1. Certification/licensure within the affected teaching field.
  2. Comparable evaluations.
  3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
- c. When evaluations are comparable within the affected teaching field affected, seniority in the District shall prevail, with the contract of the least senior teacher in the affected teaching field the first to be suspended. Comparable evaluations will be as defined in the Board's adopted, standards-based teacher evaluation policy.
- d. For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers), decisions regarding reduction in force shall be based upon seniority; however, should the employment status of a non-OTES member and an OTES member intersect under this Article, the administration may decline displacement rights should the otherwise displacing member not have appropriate experience in the classroom or non-classroom position being sought. Such decisions will not be arbitrary or capricious.

4. Displacement

In those instances where seniority is involved (i.e., when selecting from teachers with comparable evaluations), a teacher affected by a reduction in force may elect to displace another teacher who holds the lowest position on the seniority list in another area of certification/licensure provided he/she holds a valid certification/licensure in the area. Unless there is a teacher or teachers in a lower effectiveness rating category, in which case the displaced teacher must bump the least senior teacher in the lowest effectiveness rating category available.

5. Recall

As positions become available, teachers whose contracts have been suspended in whole or in part shall be rehired to positions for which they are properly licensed and qualified to teach, as determined by the needs of the District. Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations

- a. If a teacher on layoff refuses the position offered by the Board for which he/she is certified, his/her recall rights shall be terminated, unless such position is casual substitution or a position of lesser time than that vacated.
  - b. Teachers on layoff are to notify the Superintendent in writing of any change in their addresses; any additions, deletions, and/or changes in areas of certification; and any desire to have their names removed from the recall list.
  - c. Limited contract teachers shall be retained on the recall list for twenty-four (24) months from the date of the contract suspension.
6. It is the express understanding and agreement of the parties hereto that the provisions of this article may not conflict with the requirements of Revised Code Section 3319.17, but in all other respects shall supersede and take the place of Revised Code Section 3319.17.

K. State Teacher's Retirement Pickup

The Board "pickup" shall continue in effect for the duration of this contract. This procedure, which will be at no cost to the Board, it is solely for the purpose of reducing current tax for members of the bargaining unit and will remain in effect so long as present tax laws are in effect. Teachers are individually responsible for reviewing the relationship between this Agreement and their other tax deferral arrangements.

L. Transfers and Assignments

In March or before, the Superintendent will send to each staff member a form requesting members to indicate their desires for change in current assignments. It shall be the Board's policy to give present staff the opportunity to apply for a vacancy prior to considering any applications from outside. Teachers will be encouraged to discuss their interests with the building principals and Superintendent.

Any requests for transfer will be made in writing to the Superintendent. Following a written request for transfer, the bargaining unit member will meet with the principal and Superintendent to discuss the open position. Said bargaining unit member will be notified in writing within three (3) working days of the decision to transfer.

M. Involuntary Transfer and Assignments

For all transfers, the bargaining unit members involved will be granted a conference with the principal and Superintendent.

N. Traveling Teacher

Time schedules shall be established by the administration to assure adequate time in each building for traveling teachers to perform their respective duties. Bargaining unit members shall be given fifteen (15) minutes between building assignments.

The Board shall pay those bargaining unit members who are authorized to use their automobiles for school business at the current Internal Revenue Service rate for reimbursement.

Traveling teachers will be required to work seven and one-half (7½) hours including a thirty (30) minute lunch period.

Because of different starting and ending times in the various buildings, it may be necessary to adjust work schedules for traveling teachers.

O. Vacancy Notice

1. Teachers

All vacancies for certified staff, regardless of position or whether the vacancy implies a promotion, shall be posted conspicuously on the bulletin board in each office near the employee mailboxes in every building during the school year. A vacancy is defined to mean any open or newly created position which the Board intends to fill resulting from the termination, non-renewal, transfer, resignation, or death of a bargaining unit member.

Such notices will be dated at the time of posting. When school is not in session, all bargaining unit members shall be notified, either by phone or by mail, of such vacancies by the Board. After the second pay in August, all posting will be done at building locations and be updated every Tuesday.

The Association President shall be sent a copy of all vacancies.

Each posting shall include the following:

- Position(s) available
- Certification/licensure and requirements for job
- Deadline for application
- Effective starting date
- Any additional pertinent information

All vacancies will be posted for two weeks from the beginning of school until July 10<sup>th</sup> of each year and for one (1) week from July 11<sup>th</sup> to the third Friday in August and for three (3) days from the third Friday in August to the beginning of school.

A person hired to fill a posted vacancy must possess all of the posted minimum qualifications for the vacancy.

To the extent that the Board employs aides in the buildings, such employees will be utilized to assist with and/or moderate the level of non-instructional duties performed by bargaining unit members as determined by the administration. As such, aides may be assigned to supervise in-school suspension, study halls, and other duty assignments to make

certified teachers available for additional instructional concerns and/or academic assignments.

The Superintendent shall have the final authority to assign teachers in accordance with the needs and best interests of the children.

2. Supplemental Positions

Supplemental positions by definition will include both academic and athletic positions and will be posted in all buildings. These postings will include the position available and the compensation for each position as a percentage of the base teaching salary. All bargaining unit members who apply shall be considered. A bargaining unit member who applies for a supplemental contract who is not hired will be provided reasons for such non-selection by the Superintendent or his/her designee upon request.

3. Extra Duties

At the first in-service of the year, a committee comprised of bargaining unit members and administration shall be formed to confer and recommend extra duty assignments. The building administrator shall be solely responsible for assignment. Extra duties shall be defined as those assigned duties during the work day outside the contractual work day.

P. Filing and Maintenance of Certificates/Licenses

1. Teachers shall be responsible for filing with the Superintendent or his/her designee all certificates/licenses issued to the teacher by the Ohio Department of Education within fifteen (15) days of receipt of such certificates/licenses. No right or privilege shall be asserted by a teacher by reason of any certificate/license not filed by the teacher as provided herein.
2. The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate licensure/certification.

Q. Discipline

When discipline of a bargaining unit member becomes necessary, such action shall be in proportion to the bargaining unit member's offense or misconduct, and consistent with appropriate procedural and substantive due process.

R. Community Complaints

To the extent permitted by law, bargaining unit members shall be informed about any written complaint by a parent, student, or community member which is directed at the bargaining unit member which becomes a matter of record.

## **Article VII Compensation**

### **A. Enhanced Severance Plan**

The Board may with the mutual agreement of the Association during any year of this Agreement institute an enhanced severance plan. This plan will be discussed no later than January of each year of the plan.

### **B. Health Care**

The Board shall provide medical, dental, and vision insurance to all certificated employees for the life of the Agreement. The medical plan shall include pharmaceutical coverage. Certificated/licensed employees shall be covered with a single/family plan of his/her choice. Certificated/licensed employees shall contribute 12 percent (12%) of the Board's cost to provide medical, prescription drug, vision, and dental benefits on a monthly basis, not to exceed the following amounts: \$200 family and \$90 single for the duration of the agreement. A condition of participation in the group medical plan will be the completion of a Health Risk Assessment and Biometric Screening by the employee and covered spouse annually.

Association employees shall receive a health plan description of coverage from each benefit plan in effect during the life of the Agreement no later than 30 days after the effective date of any change or addendum. The Association President shall receive a copy of any rider or addendum to such plans within ten (10) days of any such change for the duration of the Agreement.

The Association and Board agree to form a health care committee that shall meet quarterly to review aggregate health plan claims, plan provisions, and participant complaints. The committee shall be composed of equal numbers of labor and management. The committee shall meet by October 30<sup>th</sup> of each year to decide upon the ground rules and operating guidelines. The committee shall conduct a competitive bid of health plans in order to provide information to the Board and the Association regarding the fit of the health plan to the district. Any decision of the committee shall be presented to the membership for a vote and ratification. It is understood that the selection of a carrier or other method of provision of health care coverage shall be the sole discretion of the Board.

The Board shall maintain an Internal Revenue Code 125 Flexible Spending Account for premium pass-through, medical, dental, child care and dependent-care expenses. Such an account will be available to each certificated employee.

### **C. Working Spouse Coverage**

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

This requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage.

Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage that coverage will become the primary payer of benefits and the coverage sponsored by the Board will become the secondary payer of benefits.

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

Employees whose spouse is excluded from primary coverage pursuant to this provision will be reimbursed by the Board for actual costs incurred by the spouse for single coverage premium contribution (to his/her employer or public retirement plan sponsored insurance coverage) in an amount not to exceed \$1,250 per year. When a spouse's employer does not provide a "single" plan and the direct costs to the spouse exceeds \$4,750 annually, the actual cost will be reimbursed at an amount not the exceed \$3,000. Reimbursement will be contingent upon appropriate documentation to the Board Treasurer and must be submitted by December 31<sup>st</sup> for the current year.

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

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

D. Cash Option in Lieu of Health Benefits

Any full-time employee eligible for health insurance, prescription, vision, or dental coverage paid by the Board who elects not to enroll and/or participate in the benefits package will receive a cash payment of \$3,000.

Each employee electing the cash payment and providing proof of insurance must declare their intention not to participate in the Lisbon Health Care Plan by August

1<sup>st</sup> of each year and remain off the plan for one (1) calendar year. The year is defined as a 12 month period commencing with the first effective date of the plan's enrollment period. The employee is eligible to rejoin the health plan effective September 1<sup>st</sup> of the following year with the date of the plan's enrollment period.

Employees hired after September 1<sup>st</sup> must request the cash payment option within seven (7) days of hire date. The cash payment will be prorated based on the number of full months remaining in that year.

Employees whose spouse is employed by the Board are not eligible for the cash payment option.

Emergency Clause The employee electing the cash payment may forfeit the cash payment and be placed on the Lisbon Health Care Plan if the change qualifies as a condition such as follows: marriage, birth, adoption, divorce, death, or loss of coverage. Coverage will be in place as soon as possible the first of the next month after the employee has notified the Board in writing and the proper enrollment forms have been completed.

E. Life Insurance

The Board shall provide group term life insurance for full-time employees only in the face amount of \$30,000.00 with a provision of double indemnity in the case of accidental death and dismemberment.

F. Open Enrollment – Tuition Waiver

The Board shall not charge bargaining unit members a tuition fee when bargaining unit members enroll their children in the Lisbon Exempted School District. All students who reside outside the district (except for those who live outside the state of Ohio) will be enrolled as open enrollment students only.

G. Tuition Reimbursement

The Board of Education will appropriate ten thousand one hundred dollars (\$10,100) annually for the purpose of reimbursing teachers for work toward the master's degree, renewal, or upgrade of certificate/license.

1. Course Approval

All courses taken under this policy and meeting the requirements of the LPDC committee shall be approved by the Superintendent on a form supplied by the District prior to taking the course.

Courses shall be approved when the course is within the teacher's areas of certification or teaching assignment for the subsequent year.

Courses outside the area of teaching or assignment may be granted by the Superintendent.

All approvals and denials by the Superintendent shall be in writing.

Only graduate level courses will be considered.

Should there be a question concerning the hours taken, the college or university catalogue where the course is being taken shall be consulted to determine that such hours are graduate hours.

2. Reimbursement

The Board agrees to reimbursement up to one hundred dollars (\$100) per quarter hour and one hundred fifty dollars (\$150) per semester hour.

Each teacher may receive reimbursement up to nine (9) semester hours per contract year.

Such reimbursement shall not exceed the actual cost to any teacher.

The total of such reimbursement shall not exceed the amount appropriated for that year.

In the event that requests for reimbursement exceed monies available, the last eligible reimbursement shall be determined by the date of submission.

All moneys not expended in the current year will be carried over to the next year's balance.

All graduate studies taken by teachers who are reimbursed by another agency will not be eligible for reimbursement for the same graduate hours.

A teacher must remain in the employment of the Lisbon Exempted Village School District during the following year to receive such compensation for courses taken in the summer.

Teachers shall submit an official transcript to the Superintendent to receive compensation.

3. Undergraduate Hours

The Board may approve and pay at the same rate for undergraduate hours taken by a teacher when those courses are taken at the request of the Board or for other approved reasons.

4. Advancement on the Salary Scale

All courses taken by the teacher through a state of Ohio accredited university will be accepted as full credit toward the movement on the salary scale.

H. Salary Base

0%	2013-14
0%	2014-15
1%	2015-16

- ◆ Two percent (2%) for each of the first two years of the contract (2013 – 15) shall be added to each bargaining unit member's salary and paid

according to board policy.

- ◆ Longevity Step - \$1,000.00 for each year of the contract for bargaining unit members beyond Step 25).

As a result of HB412 Five-Year Forecast requirements including the certification of funds, the forecast is used as the resource for financial projections. For the period of this contract, the staff will be eligible for a good faith payment when the balance on Line 6.010 for the fiscal year is sufficient to cover current operations. Forty percent (40%) of the excess balance (provided the balance is not less than \$50,000 effective June 15 of each year) will be paid in one lump sum in the month of June. The payment shall be issued on a three tier format based on total years of experience with the school system according to the Experience schedule listed below. The amount is not to exceed \$1,500 per member.

**Experience Schedule**  
**(Lisbon Schools Only)**

<u>Year</u>	<u>Weights</u>
0-10	0.75
11-20	1.25
21+	2.00

I. **Salary-Payment Schedule**

The first pay of each contract year will be made on the third Friday of September. Exceptions can be made by the treasurer when the start of the school year has allowed bargaining unit members to have worked a full two week period prior to the first Friday in September. At such time the first pay of the new contract will be made on the second Friday of September.

All employees shall be paid through direct deposit with employees receiving electronic notification.

J. Supplemental Contract Payment

<b>SALARY SCHEDULE – EXTRACURRICULAR</b>	
<b>Supplemental Contract</b>	<b>Percentage of Base</b>
Assistant Athletic Director	8.6%
Football, Head	16.6%
Football, Assistant (5)	9.0%
Football, 7 <sup>th</sup> & 8 <sup>th</sup> Grade	6.75%
Basketball, Head	16.6%
Basketball, Assistant (1)	9.0%
Basketball, 7 <sup>th</sup> & 8 <sup>th</sup> Grade	6.75%
Volleyball, Head	10.2%
Volleyball, Assistant (1)	5.8%
Volleyball, 7 <sup>th</sup> & 8 <sup>th</sup> Grade	4.25%
Baseball, Head	9.0%
Baseball, Assistant	2.0%
Softball, Head	9.0%
Softball, Assistant	2.0%
Track, Head (1 B&G)	14.5%
Track, Assistant	2.0%
Track, 7 <sup>th</sup> & 8 <sup>th</sup> Grade	4.25%
Cross Country, Head	5.25%
Cross Country, 7 <sup>th</sup> & 8 <sup>th</sup> Grade	2.0%
Golf	5%
Weightlifting	9.0%
Cheer Leader, Advisor	7.5%
Cheer Leader Advisor, Assistant	5.4%
Cheer Leader Advisor, 7 <sup>th</sup> & 8 <sup>th</sup> Grade	3.4%

In the first year of the contract (2013-14) the total percentage of supplemental positions filled shall not exceed 486.40% (current Academic percentage is 178.75%; athletic 263.95%). Additional increases to the number of supplemental contracts may occur with the approval of the Superintendent. A committee composed of Association members and administration shall meet to recommend changes/adjustments for each year of the contract.

K. Severance Pay

At the time of retirement, each certificated employee shall receive severance pay for accumulated, unused sick leave. The employee must meet the retirement qualification of the State Teachers Retirement System no later than 120 days after the last employee work day.

The severance pay shall be determined by multiplying twenty-five (25%) of the unused sick leave days up to the maximum (220) days by the daily rate of pay.

The maximum number of days to be paid for severance shall be fifty-five (55) days. The daily rate of pay shall be the salary of the employee's regular contract divided by the number of contract days.

L. Online Teacher of Record

Bargaining unit members who wish to become a "Teacher of Record" for students taking online courses offered by the District need to meet the following requirements in order to qualify for reimbursement as follows:

1. Staff members will be required to attend and complete trainings sufficient to qualify for the position. All such training and time necessary to include any costs shall be absorbed by the District.
2. Compensation in the amount of seventy five dollars (\$75) per student / per course / per semester shall be paid to the staff member upon the recommendation of the Online Coordinator and approved by the Superintendent. As a supplemental payment, it is implied and expected that such work shall occur outside the regular teaching day.
3. Credit recovery courses shall be paid at a rate of fifty dollars (\$50) per student / per course / per semester similar to that of a regular course.

M. Salary Schedules

Lisbon Exempted Village School District  
**SALARY SCHEDULE**  
 2013-2014 School Year

Increase: 0.00%

Base: \$31,047

Step	Index 0.045	BA	Index 0.050	150 Hrs.	Index 0.055	MA	Index 0.060	MA + 15
0	1.000	\$31,047	1.045	\$32,444	1.105	\$34,307	1.170	\$36,325
1	1.045	\$32,444	1.095	\$33,996	1.160	\$36,015	1.230	\$38,188
2	1.090	\$33,841	1.145	\$35,549	1.215	\$37,722	1.290	\$40,051
3	1.135	\$35,238	1.195	\$37,101	1.270	\$39,430	1.350	\$41,913
4	1.180	\$36,635	1.245	\$38,654	1.325	\$41,137	1.410	\$43,776
5	1.225	\$38,033	1.295	\$40,206	1.380	\$42,845	1.470	\$45,639
6	1.270	\$39,430	1.345	\$41,758	1.435	\$44,552	1.530	\$47,502
7	1.315	\$40,827	1.395	\$43,311	1.490	\$46,260	1.590	\$49,365
8	1.360	\$42,224	1.445	\$44,863	1.545	\$47,968	1.650	\$51,228
9	1.405	\$43,621	1.495	\$46,415	1.600	\$49,675	1.710	\$53,090
10	1.450	\$45,018	1.545	\$47,968	1.655	\$51,383	1.770	\$54,953
11	1.495	\$46,415	1.595	\$49,520	1.710	\$53,090	1.830	\$56,816
12	1.540	\$47,812	1.645	\$51,072	1.765	\$54,798	1.890	\$58,679
13	1.585	\$49,209	1.695	\$52,625	1.820	\$56,506	1.950	\$60,542
15	1.630	\$50,607	1.745	\$54,177	1.875	\$58,213	2.010	\$62,404
17	1.653	\$51,305	1.770	\$54,953	1.903	\$59,067	2.040	\$63,336
20	1.675	\$52,004	1.795	\$55,729	1.930	\$59,921	2.070	\$64,267
23	1.698	\$52,702	1.820	\$56,506	1.958	\$60,775	2.100	\$65,199
25	1.720	\$53,385	1.845	\$57,282	1.985	\$61,628	2.130	\$66,130

Lisbon Exempted Village School District  
**SALARY SCHEDULE**  
 2014-2015 School Year

Increase: 0.00%

Base: \$31,047

Step	Index 0.045	BA	Index 0.050	150 Hrs.	Index 0.055	MA	Index 0.060	MA + 15
0	1.000	\$31,047	1.045	\$32,444	1.105	\$34,307	1.170	\$36,325
1	1.045	\$32,444	1.095	\$33,996	1.160	\$36,015	1.230	\$38,188
2	1.090	\$33,841	1.145	\$35,549	1.215	\$37,722	1.290	\$40,051
3	1.135	\$35,238	1.195	\$37,101	1.270	\$39,430	1.350	\$41,913
4	1.180	\$36,635	1.245	\$38,654	1.325	\$41,137	1.410	\$43,776
5	1.225	\$38,033	1.295	\$40,206	1.380	\$42,845	1.470	\$45,639
6	1.270	\$39,430	1.345	\$41,758	1.435	\$44,552	1.530	\$47,502
7	1.315	\$40,827	1.395	\$43,311	1.490	\$46,260	1.590	\$49,365
8	1.360	\$42,224	1.445	\$44,863	1.545	\$47,968	1.650	\$51,228
9	1.405	\$43,621	1.495	\$46,415	1.600	\$49,675	1.710	\$53,090
10	1.450	\$45,018	1.545	\$47,968	1.655	\$51,383	1.770	\$54,953
11	1.495	\$46,415	1.595	\$49,520	1.710	\$53,090	1.830	\$56,816
12	1.540	\$47,812	1.645	\$51,072	1.765	\$54,798	1.890	\$58,679
13	1.585	\$49,209	1.695	\$52,625	1.820	\$56,506	1.950	\$60,542
15	1.630	\$50,607	1.745	\$54,177	1.875	\$58,213	2.010	\$62,404
17	1.653	\$51,305	1.770	\$54,953	1.903	\$59,067	2.040	\$63,336
20	1.675	\$52,004	1.795	\$55,729	1.930	\$59,921	2.070	\$64,267
23	1.698	\$52,702	1.820	\$56,506	1.958	\$60,775	2.100	\$65,199
25	1.720	\$53,385	1.845	\$57,282	1.985	\$61,628	2.130	\$66,130

Lisbon Exempted Village School District  
**SALARY SCHEDULE**  
 2015-2016 School Year

Increase: 1.00%  
 Base: \$31,357

Step	Index 0.045	BA	Index 0.050	150 Hrs.	Index 0.055	MA	Index 0.060	MA + 15
0	1.000	\$31,357	1.045	\$32,768	1.105	\$34,649	1.170	\$36,688
1	1.045	\$32,768	1.095	\$34,336	1.160	\$36,374	1.230	\$38,569
2	1.090	\$34,179	1.145	\$35,904	1.215	\$38,099	1.290	\$40,451
3	1.135	\$35,590	1.195	\$37,472	1.270	\$39,823	1.350	\$42,332
4	1.180	\$37,001	1.245	\$39,039	1.325	\$41,548	1.410	\$44,213
5	1.225	\$38,412	1.295	\$40,607	1.380	\$43,273	1.470	\$46,095
6	1.270	\$39,823	1.345	\$42,175	1.435	\$44,997	1.530	\$47,976
7	1.315	\$41,234	1.395	\$43,743	1.490	\$46,722	1.590	\$49,858
8	1.360	\$42,646	1.445	\$45,311	1.545	\$48,447	1.650	\$51,739
9	1.405	\$44,057	1.495	\$46,879	1.600	\$50,171	1.710	\$53,620
10	1.450	\$45,468	1.545	\$48,447	1.655	\$51,896	1.770	\$55,502
11	1.495	\$46,879	1.595	\$50,014	1.710	\$53,620	1.830	\$57,383
12	1.540	\$48,290	1.645	\$51,582	1.765	\$55,345	1.890	\$59,265
13	1.585	\$49,701	1.695	\$53,150	1.820	\$57,070	1.950	\$61,146
15	1.630	\$51,112	1.745	\$54,718	1.875	\$58,794	2.010	\$63,028
17	1.653	\$51,817	1.770	\$55,502	1.903	\$59,657	2.040	\$63,968
20	1.675	\$52,523	1.795	\$56,286	1.930	\$60,519	2.070	\$64,909
23	1.698	\$53,229	1.820	\$57,070	1.958	\$61,381	2.100	\$65,850
25	1.720	\$53,918	1.845	\$57,854	1.985	\$62,244	2.130	\$66,790

## Article VIII General Provisions

### A. Board Policies

The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between the Agreement and any policy or practice, then the terms of this Agreement shall prevail.

### B. Teacher Contracts

Nothing contained in this Agreement shall supersede the provisions of individual teacher contracts. Individual contracts shall be drafted and adopted in accordance with the terms of this Agreement.

Teachers who are eligible to be considered for limited contract status and who are recommended by the Superintendent for employment or re-employment and who are subsequently employed or re-employed by the Board shall receive contracts under the following guidelines:

#### 1<sup>st</sup> Contract -- Probationary:

Limited contract for one (1) year or the remaining portion of the school year if the said school year is in progress when the contract is awarded.

#### 2<sup>nd</sup> Contract -- Probationary:

Limited contract for one (1) year.

#### 3<sup>rd</sup> Contract -- Probationary:

Limited contract for one (1) year.

#### 4<sup>th</sup> Contract:

Limited contract for two (2) years.

"Probationary" employees are teachers who have not yet completed three (3) full years under a limited contract with the District. Probationary employees are without further recourse under law or this Agreement upon effective service of the written notice of non-renewal on or before April 30<sup>th</sup>. Service of such notice shall be deemed effective upon mailing of the written notice on or before that date. This provision shall supersede and replace Ohio Revised Code 3319.11.

### 1. Procedure for Consideration of Continuing Contract Status

An employee needs to meet the criteria set forth in O.R.C. 3319.08(D) and 3319.11(B) in order to be eligible for a continuing contract by the Board.

Any teacher anticipating becoming eligible for a continuing contract must notify the building principal in writing, with a copy to the Superintendent, by October 1<sup>st</sup> of the school year in which the teacher becomes eligible.

2. Extended Limited Contract

For teachers eligible for a continuing contract whose limited contracts are expiring at the end of the current contract year, the Superintendent may recommend reemployment of the teacher, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the teacher written reasons directed at the professional improvement of the teacher on or before April 30<sup>th</sup>. Upon subsequent reemployment of the teacher, only a continuing contract may be entered into. To the extent that this procedure for granting an extended limited contract differs with that found in Ohio Revised Code Section 3319.11, the parties intend that this provision supersedes same.

3. Extracurricular

All salaries for extracurricular duties shall be based on the listed percentage of the base salary on the bachelor's degree.

Organizations must meet all the following requirements:

- Have elected officers or editors
- Meet beyond the normal school day
- Have account numbers assigned by the treasurer
- Have written approved budgets, purpose statement, and other requirements that meet state auditor guidelines
- Approval of the Board

C. Dress Code

The Board of Education Policy 3216 on staff dress and grooming will be enforced as the dress code. Changes to the policy will be negotiated between the parties.

D. Fair Dismissal

On or before June 1<sup>st</sup> of each year, the Board through the Superintendent shall provide written notice of non-renewal to any teacher in the district whose contract has been authorized for non-renewal.

Except for probationary employees, specific documented reasons, in writing, with notification of the Board's intent for the non-renewal of contract shall be given to any limited contract teacher in the Lisbon Exempted Village School District.

A teacher so notified shall have an opportunity to appear before the Board to respond to the reasons prior to the Board's action. A teacher, within five (5) days after receipt of the non-renewal notification, may file with the Board Treasurer a written demand for a hearing. The Board Treasurer, on behalf of the Board, will provide the teacher with a written notice of time, date, and place of the hearing.

The hearing shall be in executive session. The teacher shall have the right to have counsel present at the hearing and may present evidence controverting the stated reasons for non-renewal.

The Board will issue a written decision and order in no more than ten (10) days of conclusion of the hearing.

Appeal of the Board's decision and order must be filed within thirty (30) days after the teacher's receipt of the Board's decision and order.

This Fair Dismissal Policy shall supersede the procedure appearing in O.R.C. 3319.11 and 3319.11 for all limited contract teachers, except that the procedures of O.R.C. 3319.11 (G) (7) shall apply to any appeal of a Board non-renewal determination.

E. Entire Agreement Clause

This agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

F. Equal Opportunity

The Board shall be an equal opportunity employer. The Board and the Association shall not discriminate against any applicant or employee in terms of wages, hours, assignment, reassignment, layoff, or suspension of other terms and conditions of employment on the basis of race, religion, color, national origin, or sex.

G. Severability

In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, the applicable state or federal law shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable state or federal law shall continue in full force and effect in accordance with their terms.

**Article IX Effect of Agreement**

The terms of this Agreement shall be from July 1, 2013, throughout June 30, 2016.

This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This agreement may be added to, deleted from, or otherwise changed only by written amendment properly ratified and executed by both parties.

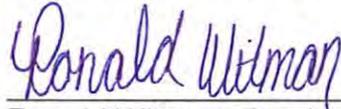
Should there be a conflict between any provision of this Agreement and any Board policy or practice, this Agreement shall prevail.

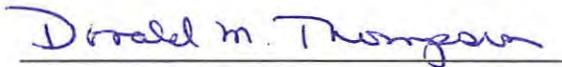
IN WITNESS WHEREOF, the Agreement is hereby attested to by the signature affixed below on this 11<sup>th</sup> day of June, 2013.

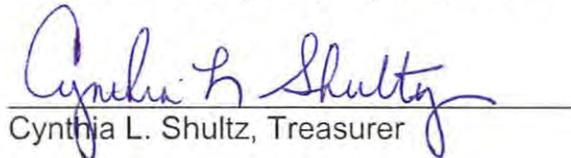
FOR THE BOARD

  
James Smith, Board President

FOR THE ASSOCIATION

  
Ronald Witman, President.

  
Donald M. Thompson, Superintendent

  
Cynthia L. Shultz, Treasurer

# CERTIFICATE

In the Matter of:       **Master Agreement – Lisbon Education Association**

Terms of Contract:   **July 1, 2013 to June 30, 2016**

Resolution #:         **13-06-11-0144**

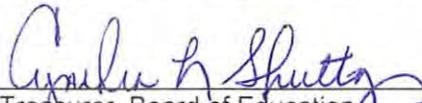
The undersigned, Treasurer of the Board of Education of the LISBON EXEMPTED VILLAGE SCHOOL DISTRICT, OHIO, certifies that the money required to meet the obligations of the Board during Fiscal Year 2014 under the attached contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collections to the credit of an appropriated fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the LISBON EXEMPTED VILLAGE SCHOOL DISTRICT, OHIO, and the Superintendent of Schools of the LISBON EXEMPTED VILLAGE SCHOOL DISTRICT, OHIO, hereby certify that the District has in effect for the remainder of the current fiscal year and the succeeding two fiscal years or the term of the attached contract, whichever is longer, the authorization to levy taxes, including the renewal of existing levies which, when combined with estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operational revenues necessary to enable the District to maintain all personnel, programs and services essential to the provision of an adequate educational program on all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days of instruction held or is scheduled for the current fiscal year.

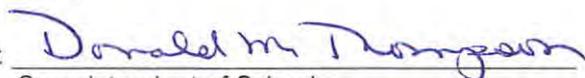
This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Ohio Revised Code.

Dated: June 11, 2013

LISBON EXEMPTED VILLAGE SCHOOL DISTRICT

By:   
Treasurer, Board of Education

By:   
President, Board of Education

By:   
Superintendent of Schools

## APPENDIX

### STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Lisbon Education Association (LEA), and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by District teachers represented by the Lisbon Education Association (LEA) for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

#### Definitions

**"OTES"** - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

**"Teacher"** – For purposes of this policy, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full 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 LEA.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy

**"Credentialed Evaluator"** - For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. meets the eligibility requirements under R.C. 3319.111(D); and

- B. holds a credential established by the Ohio Department of Education for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

**"Core Subject Area"** – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

**"Student Growth"** – for the purpose of the District's evaluation policy, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.

**"Student Learning Objectives" ("SLOs")** - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

**"Shared Attribution Measures"** – student growth measures that can be attributed to a group.

**"Value-Added"** – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student's scores on State issued standardized assessments.

**"Vendor Assessment"** – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

## **Standards Based Teacher Evaluation**

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

- A. accomplished;
- B. proficient;
- C. developing; or
- D. ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Department of Education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

## Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- A. understanding student learning and development and respecting the diversity of the students they teach;
- B. understanding the content area for which they have instructional responsibility;
- C. understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- D. planning and delivering effective instruction that advances individual student learning;
- E. creating learning environments that promote high levels of learning and student achievement;
- F. collaborating and communicating with students, parents, other educators, District administrators and the community to support student learning; and
- G. assuming responsibility for professional growth, performance and involvement.

## Formal Observation and Classroom Walkthrough Sequence

- A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least **two (2)** formal observations and periodic classroom walkthroughs **each school year**.
- B. Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least **three (3)** formal observations in addition to periodic classroom walkthroughs unless the Superintendent waives the third observation.

A teacher who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated **every other school year**.

Pursuant to this policy and Board resolution, the Board shall approve a list of projects recommended by the Superintendent/designee that demonstrate a teacher's continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one (1) formal observation.

Evaluations will be completed by May 1<sup>st</sup> and each teacher will be provided a written report of the results of his/her evaluation by May 10<sup>th</sup>. Written notice of nonrenewal will be provided by June 1<sup>st</sup>.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self Assessment Summary Tool set forth herein as "Teacher Evaluation Form."

### **Formal Observation Procedure**

- A. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.
- B. A post-observation conference shall be held after each formal observation.

### **Informal Observation/Classroom Walkthrough Procedure**

- A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- B. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.
- C. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

### **Assessment of Student Growth**

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has sixty (60) or more unexcused absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1. Teachers instructing in value-added subjects exclusively<sup>1</sup>;
- A2. Teachers instructing in value-added courses, but not exclusively<sup>2</sup>;

**OR**

- B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment is available.<sup>3</sup>

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix of the "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

1 If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than twenty-five (25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. fifty percent (50%) shall be based on the value-added progress dimension.

2 For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. 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.

3 If used, only one (1) "shared attribution" measure can be utilized per instructor.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix of the "District Student Growth Measurement Index."

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix of the "District Student Growth Measurement Index." Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is set forth in the Appendix of the "District OTES Student Growth Measures Manual."

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- A. above;
- B. expected;
- C. below.

### 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":

		<b>Teacher Performance</b>			
		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
Growth	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 receipt. If signed, by the teacher, the receipt is to be sent to the Superintendent as soon as received.

### Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."
- B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form"
- C. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."

### Core Subject Teachers - Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

The following may be grounds for termination of a teacher pursuant to R.C. 3319.16:

- A. failing to complete all required written examinations under this section;
- B. a failing score on a written examination(s) taken pursuant to this section;

- C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- D. failure of a teacher to complete the required professional development.

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

## **Board Professional Development Plan**

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

## **Retention and Promotion Decisions/Removal of Poorly Performing Teachers**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

Definitions:

**"Retention"** for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

**"Promotion"** as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

**"Poorly Performing Teachers"** refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

**"Comparable Evaluations"**- Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Proficient," and "Accomplished."

## **Removal of Poorly Performing Teachers**

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio revised code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the LEA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the LEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226

R.C. 3319.26, 3319.58, 3333.0411

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