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AGREEMENT

**BETWEEN THE
LAKEVIEW LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

**AND THE
LAKEVIEW TEACHERS ASSOCIATION**

August 16, 2014 – August 15, 2016

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INTRODUCTION

The Board of Education of the Lakeview Local School District (hereinafter referred to as the "Board"), the Administrative Staff of the Lakeview Local School District (hereinafter referred to as the "Administration"), and the Lakeview Teachers Association (hereinafter referred to as the "Association"), an affiliate of OEA/NEA, mutually recognize the importance and necessity of maintaining and continuing good rapport, free exchange of ideas and mutual understanding among and between the Board, its Administrative Staff and the Association. (For purposes of this Understanding, the Administrative Staff shall include the local Superintendent, the principals, and assistant principals.) They recognize, too, the desirability of establishing orderly procedures of communication and negotiation to insure the attainment of these goals, recognizing, however, that the Board, under Ohio Statutes, cannot delegate its right and duty to make the final decision.

ARTICLE I - RECOGNITION

1.01 Statement of Recognition

The Lakeview Local School District Board of Education hereby recognizes the Lakeview Teachers Association as the exclusive representative of the personnel as hereinafter defined. The Lakeview Teachers Association enters into this contract in its capacity as the exclusive bargaining representative of such hereinafter defined personnel.

1.02 Definition of Bargaining Unit

1.021 Inclusions

Regular full-time and regular part-time classroom teachers, nurses, librarians, tutors, school psychologists and guidance counselors.

1.022 Exclusions

Specifically excluded from the bargaining unit are the following positions: superintendent, principals, assistant principals, dean of students, administrative assistants, substitute teachers, supervisory, management level and confidential employees, casual and seasonal employees, Athletic Director, and all other employees except those listed above in Section 1.021.

1.03 Definitions

The terms listed below, when used in this Agreement, shall be defined as follows:

1.031 Employee:

Any employee in the bargaining unit defined in Section 1.021 of this Agreement.

A. Regular Full-Time Employee

An employee who works 445 minutes per day 5 days per week or 2,225 minutes per week.

B. Regular Part-Time Employee

An employee who works consistently on a daily or weekly basis for fewer than 445 minutes per day or 2,255 minutes per week and is not a substitute.

1.032 Day: A calendar day.

1.033 Workday: A day on which an employee is scheduled to report for work. A workday for a full-time employee shall consist of 445 minutes. A full workday for a full-time employee shall include one duty free uninterrupted lunch period per day of no fewer than 30 minutes.

1.034 Immediate Supervisor: The Superintendent, principal, or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall not be a person who is a member of the bargaining unit represented by LTA.

1.035 Superintendent: The Superintendent of the Lakeview Local School District.

1.036 LTA: The Lakeview Teachers' Association.

1.037 Board: The Lakeview Local School District Board of Education.

1.038 Seniority:

A. Seniority shall be defined as the employee's length of continuous service with the District in a bargaining unit position commencing from the employee's first day of work. Service in an assigned position is not recognized as seniority by law. Seniority for all

employees will be that which is established on the Revised Seniority List. The seniority list will be revised annually.

B. Exclusions

Service rendered beyond the normal school year shall not be considered toward accumulated seniority.

C. Breaking of Seniority

1. A layoff that does not exceed thirty months and time spent on disability retirement, or any Board-approved leave of absence, shall neither be construed to constitute a break in seniority nor to constitute years of service credit for salary purposes.

2. An employee shall break his seniority:

- a. Upon resignation.
- b. Upon discharge for just cause.
- c. Upon failure to report from layoff within the designated time period after proper notification has been provided.
- d. Upon overstaying a leave of absence unless excused by the Board of Education.
- e. Upon permanent retirement.

1.039 Resident Educator Program: The Ohio Resident Educator Program is a four-year induction program that provides ongoing support to Ohio's new teachers who hold a resident educator license.

1.04 Association Rights

1.041 Recognition of the LTA as the sole and exclusive representative shall entitle the LTA to certain privileges not granted to any other employee representative:

- A. The right to use school buildings for LTA business.
- B. The right to use buildings, PA systems, and facilities, at no charge, for professional meetings approved by the building principal, conducted outside the normal school day but during regular custodial hours.

- C. The right to post LTA notices on bulletin boards and place them in mail boxes within individual buildings and to use the Board's regular daily inter-school mail, including the use of school e-mail for this purpose.
- D. The right to payroll deduction for professional dues.
- E. The right of the LTA President to receive a directory listing the names, addresses, phone numbers, and subject area and building assignments on record of all bargaining member employees of the Board.
- F. The right of the LTA to receive upon request the names and addresses of newly employed employees prior to the first day of the school year.
- G. The right of the LTA President to receive a copy of the agenda and board exhibits at the same time as issued to the Board of Education, in advance of the Board's regular scheduled monthly meeting. The LTA President or his/her designee shall also have the right to address the Board at a regularly scheduled Board meeting on subjects germane to the LTA and the Board after notification in writing is provided to the Board President five (5) days prior to meeting. This provision shall not be construed to require preparation of the agenda in advance of the normal preparation schedule.
- H. The LTA president will receive upon request and without charge, a copy of the approved minutes, financial documents and public information pertaining to the Lakeview School system.
- I. The right of the LTA representative, (LTA President, LTA Grievance Chairperson) and/or the OEA representative to represent employees at grievance hearings in arbitration proceedings which shall be scheduled outside the school day. The Association shall have the right to subpoena witnesses necessary for a complete hearing at arbitration proceedings.
- J. The right to make brief announcements after school faculty meetings are adjourned.
- K. The right to use the building public address system to make announcements provided this right is exercised after the dismissal of students.
- L. The right to use school phones for conducting LTA business provided the LTA pays for any toll calls.

- M. The right to be a part of the joint venture with the Administration to plan an in-service day.

1.042 Fair Share Fee

In recognition of the Lakeview Teachers Association's services to the bargaining unit, all members of the bargaining unit shall either be members of the Association or share in the financial support of the Association by paying to the Association a service fee not to exceed the amount of dues uniformly required of members of the Association. The Treasurer shall deduct from the wages of the members of the bargaining unit who are non-Association members that amount of service fee as is certified to him/her by the Association.

A. Payroll Deduction of Fair Share Fee

1. Authorization

The Treasurer of the Board shall deduct from the pay of members of the Bargaining Unit who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual Fair Share Fee shall be transmitted by the Association to the Treasurer of the Board on or about October 15th of each year during the term of the Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deduction

a. All Fair Share Fee Payors

Payroll deduction of such annual Fair Share Fee shall commence on the first (1st) pay date a dues deduction is scheduled which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall

commence on the first (1st) pay date a dues deduction is scheduled on or after the latter of:

- i. Sixty (60) days employment in a Bargaining Unit position; or
 - ii. January 15th.
- b. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon written notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date a dues deduction is scheduled, occurring on or after forty-five (45) days from the termination of membership.

4. Transmittal of Deduction

The Board agrees to provide a list of the names of the Bargaining Unit members for whom deductions were made, the amounts deducted for each, and provide that transmittal of all dues be made to OEA within thirty (30) days after such deductions are made.

5. Procedure for Rebate

The Association represents to the Board that an Internal Rebate Procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the Representation Fee has been established and will be given to each member of the Bargaining Unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction, rebate of the Fair Share

Fee pursuant to the internal procedure adopted by the Association.

7. Indemnification of Employer

The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board and/or its Administrators for any costs or liability incurred as a result of the implementation and enforcement of this provision, provided that:

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- b. The Board shall have the right to designate counsel to represent and defend the employer; and
- c. The Board agrees to:
 - i. give full and complete cooperation and assistance to its counsel at all levels of the proceeding.
 - ii. permit the Association or its affiliates to intervene as a party if it so desires; and/or
 - iii. to not oppose the Association or its affiliate's application to file briefs Amicus Curiae.

1.043 LTA President

The LTA President shall not be assigned any special duties. The LTA President shall have two (2) presidential leave days per year.

1.05 Management Rights

The Lakeview Teachers Association recognizes the right of the Lakeview Board of Education except as modified by the provisions of this contract to control, supervise, direct and manage the Lakeview Local School District. It is expressly understood that all rights, including those outlined in the Ohio Revised Code Section 4117.08, which are vested in the Lakeview Local School District Board of Education, except those which are clearly and expressly relinquished herein by the Lakeview Local School District Board of Education continue to be vested exclusively with the Board.

1.06 Non-Discrimination

1.061 Neither the Board nor the LTA shall discriminate against any employee on the basis of race, creed, color, age, national origin, religion, sex, marital status, or physical handicap in the implementation of the terms of this Agreement.

1.062 Neither the Board nor the LTA shall discriminate against any bargaining unit member based on membership/non-membership and/or participation/non-participation in the LTA nor for exercising their individual rights, benefits or protections contained in this Agreement or related state or federal law.

ARTICLE II - NEGOTIATIONS PROCEDURE

2.01 Negotiation Committees

The Lakeview Teachers Association and the Board shall each establish their separate negotiations committee. Each committee shall be composed of not more than five (5) members. Neither party shall have the right to dictate the composition of the other's team. Each side has the right to use a consultant as a sixth member of the team. Negotiations shall be open to certified staff members, board members, administrative aides, and administrative staff members of the Lakeview Local School District as observers.

2.02 Subject of Negotiations

The committees of the Association and Administration shall meet for the purpose of negotiating wages, hours, and other terms and conditions of employment of the members of the bargaining unit and the continuation, modification, or deletion of an existing provision of the contract.

2.03 Negotiation Notice and Schedule

A written request for meeting shall be submitted by the Association President to the Superintendent or by the Superintendent to the Association President not later than ninety (90) days prior to the expiration of the current Agreement. The parties shall then, within ten (10) days, establish a mutually agreeable site, date, and time for the first negotiating session. The first session shall be held on the mutually agreeable date as scheduled.

2.04 Negotiations Agenda

Once a meeting date, time and place has been established, both parties shall present written proposals at the first meeting. Either party may bring to the second

meeting any additional proposals. However, after the second meeting, no additional items shall be considered unless agreed to by both parties.

2.05 Reporting

The Association and Board retain the right to issue general reports to its membership on the progress of negotiations, provided however, no release shall be made to the news media without mutual consent before a notice of intent to strike pursuant to O.R.C. §4117.14 (D)(2).

2.06 Exchange of Information

The parties to this Understanding mutually agree to share with and furnish to each other, upon request, such data, research information and other materials as will assist in expediting the work of negotiation committees.

2.07 Agreement and Negotiation

When the parties have reached agreement on a proposal, such agreement shall be reduced to writing and tentatively signed by the parties, pending final approval of the entire Agreement by the Association and Administrative Negotiating Teams and then by the Board and the Association.

2.08 Disagreement

2.081 If the negotiation parties fail to reach agreement on any item under consideration either party may, after five days written notice to the other, present its position or request to the Board of Education at an official meeting of that body, and each party may, in accordance with the Board's policies, present written or oral argument and data in support of its position, upon mutual request.

2.082 In the event an agreement is not reached by negotiation, either party shall have the option of declaring impasse thirty days before the expiration of the contract, at which time a request shall be made to the Federal Mediation and Conciliation Service to provide a mediator to facilitate bargaining. Unless final agreement is reached, mediation conducted after the expiration of the Agreement, if the parties mutually agree, may continue thereafter.

2.083 Upon agreement by the negotiating committees, the tentative Agreement shall be submitted to the Board and the Association for their consideration. The Board shall, at its next meeting, consider and vote on the Agreement.

2.09 Costs

Any costs and expenses which may be incurred in securing and utilizing the services of any person or persons in mediatory capacity shall be shared. All other expenses shall be borne by the party incurring such expense.

2.10 In-term Bargaining

If the parties agree to open any provision of this Agreement, the parties shall meet and bargain at a mutually convenient time(s). If conditions arise requiring in-term bargaining, the parties shall meet and bargain within thirty (30) days. The Board may, but need not, maintain the status quo during in-term bargaining situations.

ARTICLE III GRIEVANCE PROCEDURE

3.01 Definition

A grievance shall be defined as a claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of the Negotiated Agreement by the Administration and/or Board

3.011 General Provisions

- A. The grievant's failure or Association's failure to comply with any time limit or procedure specified in this article shall constitute a waiver of his/her right to pursue the grievance further.
- B. If the Board fails to comply with any time limit or procedure specified in this article, the grievant or Association may pursue the grievance at the next level.

3.02 Rights of the Grievant and the Association

The grievant has the right to Association representation at all meetings and hearings involving the grievance.

The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.

Grievance forms shall be exhibited in the appendix of this Contract and it shall be the exclusive right of the Association to issue forms to grievants.

The Association or the Employer shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure. The Employer shall bear all costs if it proceeds to arbitration.

The Association designee shall receive copies of all communications in the processing of grievances.

3.03 Informal Procedure

When a teacher, group of teachers, or the Association believes there is a justifiable grievance, the grievant shall first discuss the grievance with the lowest level supervisor who has the authority to resolve the grievance. The grievant shall be granted an appointment within five working days. The grievant shall state the problem. If the grievance is not resolved, the grievant or Association, on behalf of the grievant, may proceed to Formal Procedure. An employee must file a written grievance (Formal, Step One) within 20 working days of the date on which he/she was affected by the alleged violation, misinterpretation, or misapplication of the Negotiated Agreement on the Grievance Form contained in Appendix 6 of this Agreement.

3.04 Formal Procedure

3.041 Step One

Within five working days of the discussion, the grievant, or the Association may present the grievance in writing to the grievant's supervisor who shall arrange for a meeting to take place within five working days. The supervisor must provide a written decision within three working days after the meeting.

3.042 Step Two

If the grievance is not resolved in Step 1 or if the time lines are not met, the Association may file the grievance with the Superintendent within five working days of the receipt of the decision. The Superintendent or his designated representative shall arrange a meeting within five working days of the receipt of the grievance. The Superintendent must provide a written decision within three working days to the Association.

3.043 Step Three

If the grievance has not been resolved through these steps or if the time lines are not met, then the Association may submit the grievance to the Board at the next regularly scheduled Board meeting. The Board must provide a written decision within three working days.

3.044 Step Four

A. If the grievance has not been resolved through these steps or if the time lines are not met, then the Association may submit the

grievance to arbitration. The Association shall request the American Arbitration Association to administer the proceedings under the Voluntary Labor Arbitration Rules of that Association. If the demand for arbitration is not filed within twenty working days of the date of the Superintendent's decision, then the grievance is deemed withdrawn.

- B. The arbitrator may not add to, alter, or delete from the terms of this Agreement or arbitrate any matter not specifically provided for by this Agreement. The decision of the arbitrator is binding on both parties. If the issue of arbitrability is raised, the arbitrator shall bifurcate the proceeding and first decide whether the grievance is arbitrable. If the arbitrator determines that the grievance is not arbitrable, the grievance shall be dismissed. The issue of arbitrability may be heard with the merits if the Board and grievant mutually agree.
- C. The cost of the American Arbitration Association's services and the arbitrator shall be paid by the loser in an Association initiated arbitration.

ARTICLE IV - COMPENSATION

4.01 Salary Schedule for 2014-2016

All regular full-time teachers who are members of the Bargaining Unit except for re-employed (retired) regular full-time teachers employed pursuant to Article XIII shall be paid in accordance with the Index Salary Schedule contained in Section 4.02 with a base salary for the year 2014-2016 year as follows:

2014-2015	Base - \$30,472
2015-2016	Base - \$30,700

See Section 4.02

4.02

Teacher's Salary Schedule

Base- 2014-2015 STEP	\$30,472					
	CLASS I B	CLASS II B+15	CLASS III B+30	CLASS IV M	CLASS V M+15	CLASS VI M+30
0	\$30,472	\$31,539	\$32,514	\$33,489	\$34,464	\$35,439
	1.000	1.035	1.067	1.099	1.131	1.163
1	\$31,904	\$33,062	\$34,190	\$35,378	\$36,353	\$37,328
	1.047	1.085	1.122	1.161	1.193	1.225
2	\$33,336	\$34,586	\$35,866	\$37,267	\$38,242	\$39,217
	1.094	1.135	1.177	1.223	1.255	1.287
3	\$34,769	\$36,109	\$37,542	\$39,157	\$40,132	\$41,107
	1.141	1.185	1.232	1.285	1.317	1.349
4	\$36,201	\$37,633	\$39,217	\$41,046	\$42,021	\$42,996
	1.188	1.235	1.287	1.347	1.379	1.411
5	\$37,633	\$39,157	\$40,893	\$42,935	\$43,910	\$44,885
	1.235	1.285	1.342	1.409	1.441	1.473
6	\$39,065	\$40,680	\$42,569	\$44,824	\$45,799	\$46,775
	1.282	1.335	1.397	1.471	1.503	1.535
7	\$40,497	\$42,204	\$44,245	\$46,714	\$47,689	\$48,664
	1.329	1.385	1.452	1.533	1.565	1.597
8	\$41,655	\$43,727	\$45,921	\$48,603	\$49,578	\$50,553
	1.367	1.435	1.507	1.595	1.627	1.659
9	\$43,362	\$45,251	\$47,597	\$50,492	\$51,467	\$52,442
	1.423	1.485	1.562	1.657	1.689	1.721
10	\$44,794	\$46,775	\$49,273	\$52,381	\$53,356	\$54,332
	1.47	1.535	1.617	1.719	1.751	1.783
11	\$46,226	\$48,298	\$50,949	\$54,271	\$55,246	\$56,221
	1.517	1.585	1.672	1.781	1.813	1.845
12	\$47,658	\$49,822	\$52,625	\$56,160	\$57,135	\$58,110
	1.564	1.635	1.727	1.843	1.875	1.907
13	\$49,090	\$51,345	\$54,301	\$58,049	\$59,024	\$59,999
	1.611	1.685	1.782	1.905	1.937	1.969
14	\$50,523	\$52,869	\$55,977	\$59,938	\$60,914	\$61,889
	1.658	1.735	1.837	1.967	1.999	2.031
23	\$51,955	\$54,393	\$57,653	\$61,828	\$62,803	\$63,778
	1.705	1.785	1.892	2.029	2.061	2.093
26	\$52,686	\$55,154	\$58,506	\$62,772	\$63,747	\$64,723
	1.729	1.810	1.920	2.060	2.092	2.124

Base- 2015-2016 STEP	\$30,700					
	CLASS I B	CLASS II B+15	CLASS III B+30	CLASS IV M	CLASS V M+15	CLASS VI M+30
0	\$30,700 1.000	\$31,775 1.035	\$32,757 1.067	\$33,739 1.099	\$34,722 1.131	\$35,704 1.163
1	\$32,143 1.047	\$33,310 1.085	\$34,445 1.122	\$35,643 1.161	\$36,625 1.193	\$37,608 1.225
2	\$33,586 1.094	\$34,845 1.135	\$36,134 1.177	\$37,546 1.223	\$38,529 1.255	\$39,511 1.287
3	\$35,029 1.141	\$36,380 1.185	\$37,822 1.232	\$39,450 1.285	\$40,432 1.317	\$41,414 1.349
4	\$36,472 1.188	\$37,915 1.235	\$39,511 1.287	\$41,353 1.347	\$42,335 1.379	\$43,318 1.411
5	\$37,915 1.235	\$39,450 1.285	\$41,199 1.342	\$43,256 1.409	\$44,239 1.441	\$45,221 1.473
6	\$39,357 1.282	\$40,985 1.335	\$42,888 1.397	\$45,160 1.471	\$46,142 1.503	\$47,125 1.535
7	\$40,800 1.329	\$42,520 1.385	\$44,576 1.452	\$47,063 1.533	\$48,046 1.565	\$49,028 1.597
8	\$41,967 1.367	\$44,055 1.435	\$46,265 1.507	\$48,967 1.595	\$49,949 1.627	\$50,931 1.659
9	\$43,686 1.423	\$45,590 1.485	\$47,953 1.562	\$50,870 1.657	\$51,852 1.689	\$52,835 1.721
10	\$45,129 1.47	\$47,125 1.535	\$49,642 1.617	\$52,773 1.719	\$53,756 1.751	\$54,738 1.783
11	\$46,572 1.517	\$48,660 1.585	\$51,330 1.672	\$54,677 1.781	\$55,659 1.813	\$56,642 1.845
12	\$48,015 1.564	\$50,195 1.635	\$53,019 1.727	\$56,580 1.843	\$57,563 1.875	\$58,545 1.907
13	\$49,458 1.611	\$51,730 1.685	\$54,707 1.782	\$58,484 1.905	\$59,466 1.937	\$60,448 1.969
14	\$50,901 1.658	\$53,265 1.735	\$56,396 1.837	\$60,387 1.967	\$61,369 1.999	\$62,352 2.031
23	\$52,344 1.705	\$54,800 1.785	\$58,084 1.892	\$62,290 2.029	\$63,273 2.061	\$64,255 2.093
26	\$53,080 1.729	\$55,567 1.810	\$58,944 1.920	\$63,242 2.060	\$64,224 2.092	\$65,207 2.124

4.03 Teacher's Salary Index – 2014-2016

<u>EXP.</u>	<u>CLASS I B</u>	<u>CLASS II B + 15</u>	<u>CLASS III B + 30</u>	<u>CLASS IV M</u>	<u>CLASS V M + 15</u>	<u>CLASS VI M + 30</u>
0	1.000	1.035	1.067	1.099	1.131	1.163
1	1.047	1.085	1.122	1.161	1.193	1.225
2	1.094	1.135	1.177	1.223	1.255	1.287
3	1.141	1.185	1.232	1.285	1.317	1.349
4	1.188	1.235	1.287	1.347	1.379	1.411
5	1.235	1.285	1.342	1.409	1.441	1.473
6	1.282	1.335	1.397	1.471	1.503	1.535
7	1.329	1.385	1.452	1.533	1.565	1.597
8	1.376	1.435	1.507	1.595	1.627	1.659
9	1.423	1.485	1.562	1.657	1.689	1.721
10	1.470	1.535	1.617	1.719	1.751	1.783
11	1.517	1.585	1.672	1.781	1.813	1.845
12	1.564	1.635	1.727	1.843	1.875	1.907
13	1.611	1.685	1.782	1.905	1.937	1.969
14	1.658	1.735	1.837	1.967	1.999	2.031
23	1.705	1.785	1.892	2.029	2.061	2.093
26	1.729	1.810	1.920	2.060	2.092	2.124

4.04 EXTRA PAY FOR SUPPLEMENTAL DUTIES Percentage of STEP 1

Tier 1: Football, Basketball	Rate
Head Coaches	21%
Assistant Coaches	13.25%
Tier 2: Soccer, Baseball, Softball, Volleyball, Track and Field	
Head Coaches	13.25%
Assistant Coaches	8.36%
Tier 3: Tennis, Cross Country, Bowling, Golf, Cheerleading	
Head Coaches	8.36%
Assistant Coaches	5.27%

4.041 Position Percentage of STEP 1

Ticket Manager	14.29
Band Director	13.25
Asst. Concert Band Director at High School	4.00
Asst. Marching Band Director at High School	4.00
Yearbook Advisor	7.00
Newspaper Advisor	5.20
Chorus Advisor	10.40
Student Council Advisor	4.00
Junior Class Advisor	8.25
Academic Club Advisors	2.25
Majorette Choreographer	4.00
Drama Director	5.75
Senior Beta Club Advisor	4.50
Eighth Jr. Beta Club Advisor	2.50
Senior Class Advisor	3.50
Sophomore Class Advisor	2.25
Ninth Grade Class Advisor	2.25
Eighth Grade Class Advisor	2.25
Open Gym Supervisor	3.00
Jazz Band Director	3.00
Prep Bowl Adv.	2.00
H.S. Drug and Alcohol Coord.	3.65
M.S. Drug and Alcohol Coord.	2.084
Elem. Drug and Alcohol Coord.	1.56
Dept. (K-12) Chairperson (5 or more)	3.00

Dept. (K-12) Chairperson (4 or less)	2.00
NHS Advisor	2.25
Debate Advisor	5.75
Eighth Grade Band Director	2.00
Eighth Grade Choir Director	2.00
Fifth Grade Band Director (2 positions)	1.00
Sixth Grade Band Director	2.00
Seventh Grade Band Director	2.00
Fifth Grade Choir Director	2.00
Sixth Grade Choir Director	2.00
Seventh Grade Choir Director	2.00
Elementary Vocal Music Director	2.00
English Festival Advisor	2.00
Senior High Literary Magazine Advisor	2.00
Power of the Pen Advisor	2.00
Math Competition Team Advisor (i.e. Math 24)	1.50
Ski Club Advisor	2.00
Resident Educator Coordinator	5.00
Mentor Teacher (Years 1 & 2)	3.00
Facilitator (Years 3 & 4)	1.00
LPDC Member	1.00

4.042 Hourly Rate – The compensation for detention supervisor, in-school suspension, test preparation, bulldog buddies, auditorium supervision, and all additional/subsidiary teaching duties outside the normal work day/work year shall be at the per diem hourly rate (calculated on the base salary for the school year).

All supplemental positions will be offered to bargaining unit members through posting procedures. If no bargaining unit member is deemed qualified by the Board or administration, the supplemental positions may be offered to non-bargaining unit members in compliance with procedures in ORC 3315.53.

The Superintendent/designee shall interview all qualified bargaining unit members if requested.

4.043 Extended Time Positions – per diem shall be calculated according to the column and step placement of the individual holding the supplemental contract for that school year.

High School Band Director	20 days per diem
High School Asst. Band Director	15 days per diem
High School Guidance Counselor	15 days per diem
Middle School Guidance Counselor	10 days per diem
School Psychologist	15 days per diem
High School Band Camp Asst.	5 days per diem
Elementary Guidance	5 days per diem
RTI/Title I Coordinator	10 days per diem

4.05 Definition of Classes on Index

4.051 Class I Bachelor's Degree
Class II Bachelor's Degree plus 15 semester hours taken after degree
Class III Bachelor's Degree plus 30 semester hours taken after degree
Class IV Master's Degree
Class V Master's Degree plus 15 semester hours taken after degree
Class VI Master's Degree plus 30 semester hours taken after degree and approved by LPDC related to educational responsibilities.

4.052 A. Any degree referred to above shall mean an earned degree from an accredited institution.

B. Three (3) quarter hours shall equal two (2) semester hours.

4.053 Employees shall submit the form for change in Class by September 15th or the 1st day of the second semester.

4.06 Limitation on Credits

All credits for horizontal advancement or training categories on this salary shall be from an accredited college or university, or continuing education units (CEU's) as certified by the Ohio Department of Education or the Lakeview LPDC.

4.07 Severance Pay

The Lakeview Local Board of Education shall provide severance pay to all qualified employees who retire from service from Lakeview Schools. Such severance pay shall be paid under provisions of Section 124.38, 124.39, and 3319.141 R.C.

4.071 Eligibility

To receive full severance pay, an employee must:

- A. Have been employed for ten years by the Lakeview Schools.
- B. Proved acceptance into the retirement system by notification from the retirement system of the employee's retirement.
- C. Submit a letter of resignation to the Board of Education.

4.072 Payment

- A. Severance pay shall be granted at the final year per diem rate of said retiring individual as follows: for the first five (5) days of unused accrued sick leave or converted personal leave at 100% (5 days), plus 25% of the remaining unused accrued sick leave and converted personal leave of the employee, not to exceed an additional 320 days [eighty (80) days] for a maximum of eighty-five (85) days.
- B. Payment shall be made within 60 days of retirement or in excess of 60 days as requested by the retiree.
- C. All salaries from which retirement contributions were deducted will be used to determine per diem rate.
- D. Severance pay shall be paid only once to those employees retiring from the Lakeview Local Schools who have been employees of the district for at least ten years.

- E. Any teacher who dies prior to severing employment, who would otherwise have been entitled to such payment, shall be deemed to have severed employment the day preceding his/her death. Said payments for such accrued sick leave shall then be paid to his/her surviving spouse and/or to his/her estate in the manner provided by law.

4.08 Retirement Incentive Bonus

- 4.081 Employees who qualify for this Retirement Incentive Plan are eligible to receive \$15,000 for certified teaching employees. This bonus will be paid in addition to other retirement benefits such as cash payments for unused sick leave and severance pay.
- 4.082 An employee who is eligible to retire under STRS who does retire in the first year of the contract (2014-2015) shall receive said retirement incentive provided the employee submits a letter of retirement by April 1, with an effective retirement date not later than the last day of the current school year. Thereafter, an employee is eligible for this incentive only in the first year when the employee first becomes eligible for retirement under STRS. The employee who is eligible must submit a letter of retirement by April 1, with an effective retirement date no later than the last day of the current school year.
- 4.083 Limit 20% of bargaining unit employees during each year of this contract.
- 4.084 A Retirement Incentive Bonus will be paid to the teacher thirty (30) days after the Treasurer receives a copy of the teacher's first STRS check. Severance pay and retirement bonus will be placed in the mutually agreed upon 403(b).

4.09 Compensation for Additional In-service Days Beyond the 184 Day Contract Days

If there is a need for additional in-service days beyond the 184 contract days, staff members shall be paid at the employee's per diem rate for attendance at the in-service meetings. Any additional in-service shall be held in the last two (2) weeks of August. Only one (1) day may be required.

4.10 Part-time Employees

4.101 Definition:

A part-time employee is one who is employed for less than 445 minutes per day or 2,225 minutes per week.

4.102 Compensation:

A part-time employee shall be placed on the regular salary schedule on the proper step at an equivalent percentage rate of time employed as compared to a full-time employee.

- A. Employees shall be paid for fifteen (15) minutes prior to their first assignment if the employee has at least three (3) assignments and ten (10) minutes if fewer than three (3) assignments.
- B. Employees will receive a paid prep period equal to the percentage of the time they are assigned to teach.
- C. Kindergarten teachers teaching a half day shall be compensated for one-half (1/2) of the position they fall on the salary schedule.
- D. A part-time employee working the same amount of time each day will be paid on the proper step of the salary schedule an equivalent percent of the time they teach compared to a full-time employee's daily time of 445 minutes.
- E. A part-time employee teaching a different amount of time each day will be paid on the proper step of the salary schedule an equivalent percent of the time they teach compared to a full-time employee's weekly time of 2,225 minutes.
- F. A part-time employee whose schedule changes from one nine week period or semester to the next shall have their contract time based on the total of the four nine weeks or two semesters whichever is applicable.
- G. A regular part-time employee shall be represented by the bargaining unit.

4.11 Professional Development Reimbursement

- 4.111 A bargaining unit member who enrolls in a course related to his/her employment through an accredited college or university shall receive tuition reimbursement from the Board upon successful completion of such work. The Board will pay a maximum of \$25,000 per year for all staff.

In the event that the number of teachers who have applied and have successfully completed their approved courses and the amount of money due and owing exceeds the maximum of the \$25,000 allocated for all staff per year, then the Treasurer shall compute an equitable distribution after all teachers' hours from the prior twelve (12) months have been verified.

- 4.112 All qualifying hours taken after August 31, 1999 shall be included in this agreement. Written verification of the tuition costs incurred and a copy of the grade sheet shall be submitted to the treasurer before September 15th. Payment shall occur within fourteen (14) days of Board approval but no later than October 31st.
- 4.113 Successful completion of work shall be defined as a "B" or above or a "Pass" in a Pass/Fail course.
- 4.114 Only accredited professional development necessary for licensure (renewal or upgrade) or leading to an advanced degree will be approved. The employee will notify the Superintendent of the intended coursework. Approval of the coursework must be obtained in advance.
- 4.115 LTA shall be supplied an accounting of the distribution of tuition reimbursement funds no later than November 1.
- 4.12 Stipend for National Board Certification

All full-time regular teachers excluding retired or re-employed teachers who obtain National Board Certification shall receive a stipend of one percent (1%) of the current base salary, (0 step, Class 1), per school year in addition to any other stipend paid by the State of Ohio.

ARTICLE V - INSURANCE PROVISIONS

5.01 Medical Insurance

The Board and the Association agree that the insurance provisions and employee contributions contained in Article V of the Collective Bargaining Agreement commonly referred to as the Trumbull County Insurance Consortium Plan, shall remain in full force and effect from August 16, 2014 through August 15, 2016.

As of July 1, 2008, all current bargaining unit members will have one of three (3) choices of hospitalization/major medical/prescription drug plans according to the level of benefits for which they are eligible.

Any bargaining unit member hired prior to July 1, 2008 may select the PPO plan of her/his choice.

Any bargaining unit member hired after July 1, 2008 may select either the PPO #2 plan or the PPO #3 plan.

The Board of Education will pay 90% of the rates for hospitalization, major medical, dental, vision care and prescription insurance for regular full-time

teachers. The prescription drug card will have a deductible in accordance with the One-Plan Option. There will be no increase in insurance premium costs over the negotiated 10% contributed by the full-time regular teachers. The 10% contribution shall not exceed \$150.00 for the family per month plan and \$50.00 for the single plan.

Part-time (70-30) bargaining unit member's contribution shall not exceed \$450.00 for the family plan and \$170.00 for the single plan. Part-time (50-50) bargaining unit member's contribution shall not exceed \$750.00 per month for the family plan and \$284.00 per month for the single plan.

The Board will pay on behalf of a part-time employee for hospitalization, major medical, dental, vision care and prescription insurance for any of the One-Plan Options chosen at an equivalent rate of the time employed as compared to a full-time employee. Example: For a 50% part-time employee, the Board will pay 50% of the 90% insurance premium cost.

5.02 Life Insurance

The Board of Education shall pay 100% of the cost for a \$50,000 life insurance policy. The employee shall have the option to buy additional life insurance of \$5,000 increments at the group rate, at the employee's expense.

5.03 Insurance Contracts

Administration agrees to provide a copy of the contract between the Trumbull County Schools Consortium and the insurance provider and/or providers.

ARTICLE VI - LEAVES

6.01 Sick Leave

6.011 Accumulation

Sick leave shall accumulate at the rate of 1.25 days per calendar month without limitation.

6.012 Immediate Family Defined

For the purposes of illness, injury or death, immediate family shall be interpreted to mean mother, father, mother-in-law, father-in-law, child(ren), wife, husband, brother(s), sister(s), brother(s)-in-law, sister(s)-in-law, daughter(s)-in-law, son(s)-in-law, foster child(ren), grandparents, or grandchild(ren).

6.013 Catastrophic Leave Bank

- A. When a bargaining unit member has exhausted all of his/her accumulated sick leave and has voluntarily contributed to the Catastrophic Leave Bank, he/she shall be entitled to use sick leave days from the Catastrophic Leave Bank upon suffering a catastrophic illness or injury.
- B. Participation in the Catastrophic Leave Bank shall be voluntary. The Catastrophic Leave Bank shall be effective no later than thirty (30) days following the signing of this agreement and shall be governed by the following procedures.
- C. Catastrophic illness or injury is defined as a great and sudden calamity, disaster or misfortune which totally incapacitates the bargaining unit employee from returning to his/her assigned position in the school district which creates a financial hardship because the employee has exhausted all eligible leave.
- D. Employees in the Catastrophic Leave Bank shall initially contribute one (1) day of sick leave to the Catastrophic Leave Bank. This sick day shall be immediately deducted from the employee's current sick leave balance upon receipt of the acceptance form by the Catastrophic Sick Leave Bank Committee.

Employees, except those whose accumulated sick leave has been depleted, may contribute an additional day each time the Catastrophic Leave Bank contains days numbering fewer than thirty (30) days. There shall be no voluntary contributions of sick leave to the Catastrophic Leave Bank in addition to those outlined above. Sick leave days shall not be returned to the employees once contributed to the Catastrophic Leave Bank.

- E. A withdrawal may be approved only after the employee has been on unpaid leave status for five (5) days after the depletion of the respective employee's accumulated sick leave. The maximum withdrawal of any employee for one illness or injury or complication thereof shall be 20 days. Use of the Catastrophic Leave Bank will be limited to catastrophic illness/injury of a participating employee. A doctor's statement is required with an application to be considered. The employee while using catastrophic leave days shall not be allowed to accumulate sick days.

There shall be no requirement for an employee to replace catastrophic leave days withdrawn from the Catastrophic Leave Bank. Withdrawal shall not be in less than one full day units. All

applications for withdrawal shall be in writing, shall be verified by the Committee, and must be approved by unanimous consent of the Committee, and may be submitted on behalf of an employee by another person when necessary because of the incapacity of the employee. All applications submitted will remain confidential to protect the privacy of the applicant.

- F. A Catastrophic Leave Bank Committee consisting of four (4) LTA members appointed by the President of the LTA and the Treasurer of the Board of Education. This committee shall approve or disapprove all requests for withdrawal from the Catastrophic Leave Bank within the following limitations:
- G. The Catastrophic Leave Bank Committee shall meet with the appropriate Board representatives to establish procedures for the recording, reporting, and accounting of Catastrophic Leave Bank transactions and for other purposes as the Committee or Board representatives deem necessary. The recording, reporting and accounting of days deposited into the bank will be completed by the Treasurer's Office and verified by the Association's Committee Chairs.
- H. Applications to make a withdrawal from the Catastrophic Leave Bank may be obtained from any building representative.
- I. The Catastrophic Leave Bank Committee Chairperson shall be elected by the five (5) committee members at their first meeting and shall serve as Chairperson for a two (2) year term.
- J. The Catastrophic Leave Bank Committee shall establish any other procedures necessary for the proper implementation of the Catastrophic Leave Bank.
- K. Those making deposits in the Catastrophic Leave Bank and whose contribution is used shall have his/her sick leave accumulation reduced by the number of days deposited.
- L. The Committee will provide the necessary information so that the Board can keep accurate records.

The Lakeview Teachers Association shall be responsible for keeping (all) records relevant to the Catastrophic Leave Bank and shall give such to the district's treasurer that he/she may deem necessary.

- M. LTA shall indemnify and hold harmless the Board, its members, and its agents from and against any claim or liability that may arise out of,

or by reason of, any action taken by the LTA and/or Board for the purpose of complying with this Catastrophic Leave provision.

6.02 Pregnancy and Child Rearing Leave

The employee may elect to use accumulated sick leave, and/or may elect to use either Plan A or Plan B. Request for such leave must be submitted in writing prior to any such absence. Any increase or decrease in the agreed upon request will be reviewed on an individual basis.

6.021 Plan A

Employee elects to use accumulated sick leave. Employees can then choose to go on Child Rearing Leave. Such leave shall not exceed 90 school days. During this unpaid leave, the Board shall pay their agreed share of all the employee's fringe benefits except retirement.

6.022 Plan B

Employee elects to use accumulated sick leave. Employee can then choose to go on Child Rearing Leave that would continue for at least 184 contract days. Under this plan, the employee would return to duty at the beginning of the first grading period following the expiration of leave.

The employee shall receive no compensation nor paid benefits while on Child Rearing Leave under Plan B, unless using accumulated sick leave as mandated by law; however, the employee has the option of continuing her insurance coverage by paying the premium to the Board of Education. An employee on pregnancy leave and/or Child Rearing Leave shall be returned to the position held when such leave commenced, except that if the leave spans more than one year, the Superintendent retains the same right of reassignment that he holds over any other employee.

6.03 Personal Leave

6.031 Definition

Personal leave is any absence from duty for the purpose of discharging an essential personal obligation which cannot be discharged at any time other than the school day and which is not otherwise permissible by other leaves.

6.032 Entitlement to Personal Leave

Lakeview teachers shall annually be granted three days unrestricted personal leave with pay. If two days of leave are used during the month of May, a reason must be given for the second day.

6.033 Intent of Personal Leave

Personal leave should not be used for vacations, recreation, to work on another job for pay, work at home other than that of an emergency nature, or job actions. Violations of this may result in disciplinary action including termination.

The Lakeview Teachers' Association does not condone the misuse of personal leave and encourages the staff members to use this benefit within the provisions of its intent.

6.034 Notification for Use of Personal Leave

A form provided by the Administration shall be submitted to the Superintendent for personal leave which shall be made at least one week in advance except in the case of an emergency. (See Appendix 3)

6.04 Professional Leave

Professional leave is any absence from duty for the purpose of attending a professional meeting, workshop, or clinic, or for observing an educational program, exhibit, performance, or process, or participating in an educational study, discussion, or conference, which could be expected to improve the competence of the teacher in his assigned area of work, or for rendering a service to the school through application of the knowledge gained thereby.

6.041 Entitlement to Professional Leave

A teacher shall be allowed up to three days professional leave in a school year. In August of each year, the building principal will inform his/her staff via email and postings how much money will be available for professional leave for the following year. Each building staff member will receive a minimum of \$75.00.

6.042 Authorization

A request to the administration for permission to attend a professional event shall be made at least one week in advance whenever possible. A form for filing such a request shall be provided by the administration.

6.043 Expense Reimbursement

The expenses of the attendance of the employee at professional meetings, workshops, etc., shall be borne by the Board of Education if:

- A. The employee attends at the specific request or direction of the Superintendent.
- B. The employee requests permission to attend and in the opinion of the Superintendent, attendance will significantly improve the skill of the employee in the position to which currently assigned.
- C. The employee requests permission to attend and, in the opinion of the Superintendent, the knowledge acquired can and will be made available to other employees in similar positions via staff meetings, committee meetings, written reports or other practical means.

6.044 Reimbursement Exclusions

Under no circumstances will employee expenses be paid for attendance at:

- A. College or university classes, workshops, etc., for which college credit is given (except as noted in Section 4.11).
- B. General teachers' meetings which all teachers are expected to attend, such as L.T.A. meetings, etc.
- C. Employee organization meetings whose primary purpose is discussion or action on employee benefits, such as the O.E.A. convention, etc.
- D. Meetings of teacher committees within our own or county system which are considered normal teaching duty or assignment.

6.045 Legitimate Reimbursable Expenses

Legitimate reimbursable expenses will include:

- A. Transportation from the home school of the employee to and from the location of the meeting at the IRS rate.
- B. Lodging at actual and necessary cost if the meeting requires more than one day.
- C. Meals at actual and necessary cost.
- D. Registration fees and other fees which cover cost of attendance and/or materials and supplies.

6.046 Reimbursable Exclusions

The Board will not reimburse the employee for:

- A. Membership in a professional organization, even if it is part of a registration fee, except where membership is required for Lakeview student involvement in class related activities (i.e. music competitions, etc.). The Board shall reimburse such membership at 50% of actual cost.
- B. Per diem beyond contract salary.
- C. Personal items and services such as laundry, entertainment, etc.

6.047 Request for Reimbursement

The employee shall make application to the Superintendent for reimbursement of expenses of attendance at professional meetings on forms provided, supporting claim, whenever possible, by invoices, statements, or receipts. (See Appendix 5)

6.05 Special Professional Assignment Days

6.051 Definition

Special professional assignment days are those days for which a teacher is assigned to work outside the regular classroom when it is necessary to hire a substitute for his/her regular teaching duties. These days may include, but are not limited to IEP and placement conferences, and lab programs, camping programs, workshops, contests involving students and concerts and programs involving students as participants or spectators.

Teacher attendance at these special professional assignment days shall not be charged for regular professional leave

6.052 Reimbursable Expenses

Expenses shall be reimbursable as follows:

- A. Transportation at the IRS rate per mile from the home school of the employee to and from the location of the meeting.
- B. Lodging at actual and necessary cost if the meeting requires more than one day.

- C. Meals at actual and necessary cost.
- D. Registration fees and other fees which cover cost of attendance and/or materials or supplies.

6.06 Sabbatical Leave

6.061 Eligibility

Sabbatical leave shall be granted to teachers having a minimum of five years of teaching service in the Lakeview School System, for one or two semesters, subject to the following guidelines:

- A. The approval by the Superintendent of a plan for professional growth requiring the sabbatical leave requested submitted by the teacher to the Superintendent at least two months in advance of the beginning of the leave.
- B. At the conclusion of the leave, the Superintendent will evaluate the teacher's written analysis of the plan and determine if professional growth has taken place as a result of the sabbatical leave.
- C. The teacher will return to the Lakeview School System in a teaching or other professional capacity for at least one year following the sabbatical leave.

6.062 Compensation

The teacher, during sabbatical leave, shall be paid the difference between the regular salary of the teacher on leave, and the salary of the substitute teacher. The teacher on sabbatical leave shall not accrue teaching experience on the Lakeview School's salary schedule unless such leave was used in teaching experience.

6.063 Guarantee Return to Service

The teacher shall refund to the Board of Education all monies paid during the sabbatical leave, if the teacher fails to comply with restrictions B or C above.

6.07 Association Leave

The President of the Lakeview Teachers Association and a maximum of two official representatives of the Association designated by the President shall be granted a total of six days combined leave to attend the annual conventions of the

Ohio Education Association without deductions from the standard professional leave granted all other teachers and employees.

6.08 Assault Leave

If a teacher loses time because of an assault by a student or parent, he will not have to use his accumulated sick leave. His salary shall be guaranteed by the Board which will supplement Workmen's Compensation until such time that the employee is able to return to work, for a period not to exceed 60 working days, or becomes eligible for complete disability retirement. There shall be no disruption in the continuity of the employee's pay for a period not to exceed 60 working days. This provision shall be in effect only if the person so injured or representative presents proper written proof to the Superintendent that he is under the care of a physician for such injury.

6.09 Seniority While on Leave

Seniority will not be interrupted by authorized leaves of absence or U.S. military active duty time.

6.10 Court Leave

The Board of Education shall pay a teacher his/her regular compensation for serving as a juror. Remuneration for jury duty shall not be submitted to the Board of Education.

6.11 Teachers Subpoenaed

If a teacher is subpoenaed by the Lakeview Board of Education, or is subpoenaed in a Lakeview School related issue by another party to serve as a witness in a court action, he/she shall be given a leave of absence with pay for the time required for such court appearance or appearances.

ARTICLE VII - NOTIFICATION OF ASSIGNMENT AND POSTING VACANCIES

7.01 Notification of Assignment

The administration reserves the right to assign duties beyond teaching during the school day such as homeroom, study hall supervision, etc., at its discretion. It further reserves the right to alter specific class assignments in emergencies due to death, retirement, or resignation of staff, new enrollment of students, and/or state mandated curriculum changes, except that no assignment outside the certificated/licensed qualification of the teacher will be made without agreement of the teacher to the assignment.

7.011 Notification Deadline

Staff members shall be notified of change of assignment due to deletion, addition, or modification of existing programs resulting from administrative or Board curriculum changes by July 10th.

7.012 Mutual Consent

Any other changes made after July 10th would be by mutual consent of the administration and the affected teacher and the teacher would have up to seven days to respond to requested changes.

7.013 Reasons for Reassignment

If a teacher is to be assigned to a substantially different position, the administration will meet with the affected teacher at the earliest possible date to explain the reason for the new assignment.

7.014 Teacher Assignment Request Forms

Request forms for teachers desiring reassignment will be available in each principal's office and are to be completed and returned to the building principal by April 1. (See Appendix 4)

7.02 Vacancies

7.021 Postings and Location

When vacancies become known during the school year, a notice of such vacancies shall be posted by e-mail to each teacher's e-mail account. Summer vacancies shall be noted in summer correspondence.

Position vacancies shall be posted internally for at least five (5) work days during the regularly scheduled school year and five (5) calendar days after the last day of each school year.

Bargaining unit members must apply, in writing, to the superintendent for such vacancies.

This procedure shall apply to all vacancies occurring before August 10th of each year.

The vacancy notice shall include the position title, licensing and/or certification. The posting shall be for five (5) days.

7.022 Interviews

When vacancies occur, students, parents, taxpayers and staff members benefit the most when the best person available for the vacancy is hired. Consideration shall be given to all persons who are certified/licensed and qualified for a given vacancy. All positions shall be posted according to established procedures. Any present staff member who applies according to set conditions shall be given an interview. No hiring or position will be offered prior to this interview. The best person available, regardless of all factors, shall be hired. This should be done as quickly as possible in order to be in a position to hire the best person available before other competing schools hire that person.

A staff member denied a vacancy shall be provided written reasons for said denial.

7.023 Definitions

- A. A vacancy shall be defined as a newly created position or a position previously held by a member of the bargaining unit which the Board determines to fill.
- B. Posting of vacancies are not to be confused with reassignment or transfer of staff members from one job to another within the school system.

7.024 Purpose

Posting is for the benefit of notification to Lakeview employees of a vacancy or new position.

ARTICLE VIII - PAYROLL PRACTICES

8.01 Payment of Salary

Salaries shall be paid in twenty-four equal gross pay installments. Salary payments shall be made twice monthly. Payments will be made by electronic transfer so that the money will be available in the bargaining unit member's account at the beginning of the working day nearest to the tenth (10th) and twenty-fifth (25th) day of each month.

All bargaining unit members shall have their paycheck placed into direct deposit at a financial institution of their choosing.

In the event the scheduled pay day falls on a day on which banks are closed, pay will be deposited on the last business day prior to the scheduled pay date.

8.02 Deductions from Salary

The Clerk of the Board of Education shall make the following deductions from salary. Staff requests for deductions shall be made by the second Friday of October of each year.

- State Teachers Retirement contribution at the rate set by law.
- Federal Income Withholding Tax in an amount determined by instructions of the Department of Internal Revenue according to the number of exemptions claimed by the teacher on forms provided.
- State Income Withholding Tax in an amount determined by instructions of the State of Ohio Department of Taxation according to the number of exemptions claimed by the teacher on forms provided.
- City Income Tax as required.
- System-wide insurance plan premiums in an amount authorized in writing by the teacher.
- Tax sheltered annuity premiums in an amount authorized in writing by the teacher.
- Professional Association dues as authorized in writing by the teacher, in a manner agreed to by administration and the Association. Should a member resign or retire, the treasurer shall deduct remaining dues from the member's final check.
- Payments to the Seven Seventeen Credit Union Inc., as authorized in writing by the teacher.
- The Fund for Children and Public Education (FCPE) deductions, as authorized in writing by the teacher.
- United Way, as authorized in writing by the teacher.
- Such other deductions as required by law.

8.03 Deferred State Retirement Monies

The Board of Education agrees to defer all monies paid to the State Retirement Board.

8.04 Long Term Substitute Salary

Long-term substitutes will be paid at the daily rate established for substitutes for days one (1) through fifty-nine (59) of an assignment to a specific position. For all days served from sixty (60) and beyond in the same specific position, the substitute will begin receiving full fringe benefits and a salary schedule rate of pay in compliance with R.C. 3319.10.

ARTICLE IX - SCHOOL CALENDAR

9.01 Calendar Adoption

Each year the Board of Education shall adopt a school calendar which shall set the opening, the closing dates of school, teacher work days, professional meeting days, and various vacation periods. Teachers shall receive a copy of this calendar.

9.02 Building Calendar

Each building principal shall maintain a building calendar of events in his building, which shall conform to the school district calendar, and shall be posted in the principal's office available for inspection any time. No events may be placed on the calendar without the approval of the building principal.

9.03 Teacher Input

Teachers shall be provided the opportunity of assisting in the preparation of the school calendar. To accomplish this, a meeting will be set before February 1st with the LTA Executive Committee to discuss concerns and any recommendations to be considered in the creation of the school calendar for the following school year.

9.04 Teacher Early Release Time

Teachers shall be provided a one-half day early release at the conclusion of the second and fourth grading periods for the purpose of planning and collaboration.

9.05 Teachers will attend the annual open house except when a teacher presents a valid reason why he/she needs to be excused.

ARTICLE X - EMPLOYEE EVALUATION POLICY

10.01 Philosophy of Evaluation

In compliance with the Ohio School Board of Education's minimum standards, the evaluation of each school's employee will be the ultimate responsibility of the building principal or assigned evaluator.

One administrator shall complete the bargaining unit member's evaluation from beginning to end.

The evaluator shall be the assigned administrator in the building where the bargaining unit member performs the majority of his/her duties.

The evaluation should result from formal and informal observations by the evaluator with thoughtful input by each employee.

The primary goals of the staff evaluation program shall be the improvement of the employee evaluated and the determination of contract status.

The Superintendent and the Union President shall develop evaluation timetables for special employment situations not covered by this document.

10.02 Evaluation Procedure—OTES Employees

For OTES teachers, the District will utilize the Board's Standards-Based Teacher Evaluation System set forth in the MOU between the Lakeview Board of Education and the Lakeview Teachers Association which has been mutually developed by the parties. All matters contained within the System shall be considered grievable under the grievance procedure contained within this contract.

10.03 Evaluation Procedure—Non-OTES Employees

10.031 The evaluation process shall include the following:

- A. Each employee will be provided, no later than September 15 of each school year with the adopted evaluation instrument, and written notification of the assigned evaluator. Employees assigned during the course of the school year will be provided the above within 30 days of the first day worked.

Employees holding limited contracts will be evaluated annually. Teachers holding continuing contracts shall be evaluated at least once every three (3) years.

- B. The evaluator must be employed under a contract pursuant to ORC Section 3319.01 or 3319.02 and must hold one or more of the following certificates: elementary principal, high school principal, administrative specialist, superintendent, assistant superintendent, and/or local superintendent.
- C. The initial formal observations shall be preceded by a pre-observation conference between the evaluator and the employee in order for the employee to explain plans, goals and concerns.
- D. Observations shall be both formal and informal in nature, with at least one formal observation, of at least 20 minutes or the duration of the lesson, conducted between October 1 and February 15 to support the performance evaluation. Observations shall occur only during the regular school day.
- E. A post-observation conference shall be held within two weeks of the formal observation.
- F. The evaluation shall cover all aspects of the employee's professional service and shall be conducted openly and with the employee's full knowledge and awareness.
- G. By March 1 each employee shall be provided a copy of the evaluation document signed by both evaluator and employee to signify knowledge and notification but not necessarily agreement with the document.
- H. The evaluation document and any rebuttal statement (also signed by both evaluator and employee to signify knowledge and notification and not necessarily agreement of the document) will be filed in the employee's employment record. No other evaluation materials shall become part of the employment record, and the employment record will be open to the employee.

10.032 Evaluation Instrument

The instrument used will be the Lakeview Local School District Teacher Evaluation forms that are contained in the Appendix of this Agreement.

10.033 Identification of Deficiencies

- A. The evaluator will identify and discuss any deficiencies with the employee. The evaluator, with input from the employee will develop a written corrective plan. The plan shall include a reasonable time for correction by the employee.

- B. An employee whose performance has been found deficient to the extent that a recommendation of contract non-renewal is a strong possibility will be subject to a subsequent evaluation or evaluations. The subsequent evaluation(s) shall follow the initial evaluation procedure and shall be conducted by April 1.

10.034 Personnel Action Requirements

- A. No employee shall be suspended or reduced in compensation without just cause, or denied benefits provided for in this contract, without compliance with applicable provisions of this contract.
- B. Employees with three (3) years or fewer of service with the Lakeview Local School District Board of Education working under a limited contract or extended limited contract, upon non-renewal, may request within ten (10) days of the notice a written statement describing the circumstances which led to the Board's intention to not re-employ. The Board will provide in writing, upon request, a clear and substantive basis for its decision to not re-employ the teacher for the following school year.
- C. Employees with the Lakeview Local School District for more than three (3) years under a limited contract or extended limited contract may be non-renewed only for just cause.
- D. The provisions of the Ohio Revised Code Section 3319.16 shall apply to continuing contract employees.

10.04 Evaluation Procedure to Supersede the Law

The evaluation procedures outlined in Sections 10.02 and 10.03 shall control, supersede, and negate the evaluation procedures found in the Ohio Revised Code Section 3319.111.

ARTICLE XI - PERSONNEL FILES

11.01 Teacher Personnel Files Shall be Open for Inspection

11.011 Teachers' personnel records and files shall be available to the teacher at his/her request, except for pre-employment recommendations. Each teacher shall have the opportunity, upon request, to review the contents of his/her personnel file. Upon the request of the staff member, an Association representative may accompany the member.

11.012 Teachers' personnel files shall be open to the public.

- A. The Board will notify the teacher of any request by the public to review his/her file.
- B. The Board will ask the requesting party to identify themselves and a member of the administration will be present if the requesting party appears in person at the school to review the file.
- C. A list or copies of the documents requested will be provided to the teacher.

11.02 Contents of the File

11.021 The employee will be given a copy of all documents relating to discipline that are placed in his/her personnel file.

11.022 Anonymous letters shall not be placed in the personnel file.

11.023 Any corrections or rebuttal by a teacher or administrator shall be included in the personnel file.

11.024 Expunging Material from the File:

Except for evaluations and letters of recommendations, an employee may request the Superintendent to expunge material from his/her personnel file after two (2) years of placement in the file. The Superintendent retains the discretion whether to expunge the material.

11.03 Contrary to Law

These provisions shall remain applicable as long as they are not contrary to Ohio law.

ARTICLE XII - REDUCTION IN PROFESSIONAL STAFF WORK FORCE
NON-OTES EMPLOYEES

12.01 Reasons for Implementing

When by reason of decreased enrollment of pupils, financial reasons, return to duty of regular teachers from leaves of absence, loss of local, state and/or federal funds dedicated to a program resulting in loss of such position, or by reason of suspension of schools or territorial changes affecting the district, a board of education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction.

12.02 Attrition

To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for employees who die, retire, or resign.

Attrition alone may not be sufficient to accomplish necessary reductions. Reduction in force means that reduction which occurs by reason of suspension of contract. It does not include unfilled vacancies that occur through a natural attrition.

12.03 Seniority

12.031 Definition

Seniority shall be defined as the employee's length of continuous service with the District in a bargaining unit position commencing from the employee's first day of work. Service in an assigned position is not recognized as seniority by law. Seniority for all employees will be that which is established on the Revised Seniority List.

12.032 Exclusions

Service rendered beyond the normal school year shall not be considered toward accumulated seniority.

12.033 Breaking of Seniority

- A. A layoff that does not exceed thirty months and time spent on disability retirement, or any Board-approved leave of absence, shall neither be construed to constitute a break in seniority nor to constitute years of service credit for salary purposes.
- B. An employee shall break his seniority:
 - 1. Upon resignation.
 - 2. Upon discharge for just cause.
 - 3. Upon failure to report from layoff within the designated time period after proper notification has been provided.
 - 4. Upon overstaying a leave of absence unless excused by the Board of Education.
 - 5. Upon permanent retirement.

12.034 Ties in Seniority Date

In the event that two or more employees in the same area of certification share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their initial employment. If a tie still exists, the employees shall be placed on the seniority list in accordance with the date of the signing of their contract after that Board meeting. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent and an LTA representative.

12.04 Method of Reduction

Reductions needed beyond those available by attrition will be made by suspending contracts. Those contracts to be suspended will be chosen as follows:

12.041 Seniority will be applied as follows:

All certificated/licensed employees shall be placed on a seniority list within their area or areas of certification. These seniority lists shall govern matters of retention, suspension, and recall.

- A. Reductions in any area of certification will be made from the bottom of the seniority list for that area of certification. A teacher affected may elect to displace a less senior teacher in another area of certification.
- B. The Seniority R.I.F. lists shall be supplied to the teachers by October 15th.

12.042 Highest Priority is a Continuing Contract

- A. If both have continuing contracts, the number of continuous years at Lakeview shall be the determining factor.
- B. Next priority is the date hired by the Board.
- C. Next priority is the date signed by the classroom teacher.

12.043 The Next Priority is the Limited Contract

- A. If both have limited contracts, the number of continuous years at Lakeview is the determining factor.
- B. Next priority is the date hired by the Board.
- C. Next priority is the date signed by the classroom teacher.

12.05 Reduction in Force List

- 12.051 The teacher selected for suspension of contracts shall immediately be placed upon a R.I.F. compiled from the seniority lists provided for in Section 1.038. Teachers non-renewed for performance reasons shall not appear on this list. A teacher whose name appears on the R.I.F. list shall be offered re-employment when a position becomes available for which he or she is certified. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.
- 12.052 The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 24 months from the date of the reduction.

12.06 Recall

- 12.061 Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed.
- 12.062 If a vacancy occurs, the Board shall send a certified announcement to the last known address of all teachers on the recall list who are certified/licensed according to these provisions. It is the teacher's responsibility to keep the Board informed of his current address. All teachers are required to respond in writing to the district office within seven calendar days. The most senior of those responding shall be given a vacant position. Any teacher who fails to respond within seven calendar days, or who declines to accept the full time position shall forfeit all recall rights.
- 12.063 A teacher on the recall list shall, upon acceptance of notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he would have enjoyed the year following the time of layoff.
- 12.064 A teacher who has been released through R.I.F. shall, if he or she desires, be placed on the substitute list.
- 12.065 Where group insurance policies permit, any teacher on the recall list who is unemployed may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.
- 12.066 A teacher who has obtained full time employment in another non-chartered, public school district will be removed from the reduction in force (RIF) list.

ARTICLE XIII - EMPLOYMENT CONDITIONS

13.01 Parental Complaint

13.011 Community Complaint Procedure

Disciplinary action shall not be taken against a teacher solely on the basis of an oral or written complaint by a parent or students unless said complaint has been investigated by the administration and the teacher's position has been heard. No anonymous complaint (i.e. phone call, electronic communication, letter) shall result in disciplinary action being taken against a teacher.

The teacher shall be notified of a written complaint and the identity of the complainant.

The administration, then Board, may thereafter try to resolve the complaint with or without the teacher's participation. The teacher shall be kept apprised of any subsequent action taken by the administration or Board in regard to the complaint.

13.012 Procedure

- A. Complaints received by Board members or the Superintendent, shall be referred to the principal and the complainants shall be identified.
- B. The building principal shall contact the teacher for an explanation of all complaints and identify the complainants.
- C. The building principal shall then take action in the following order:
 1. Arrangement of conferences between teacher and complainant, if necessary. Appropriate action shall be taken to correct the matter.
 2. Referral of the complaint to the Superintendent if the problem is not resolved between the two parties.
- D. All parties involved shall be advised by the principal of the disposition of the case.
- E. At the request of any teacher, principal, or Superintendent, matters pertaining to the complaint or the disposition thereof shall be reduced to writing, signed by all parties involved, and copies thereof provided all parties. Any such written report may become part of the permanent record of the teacher at the discretion of the administrator. Complaints found to be frivolous shall not be made a

part of the personnel file. Board of Education action shall be recorded in the Board minutes.

- F. Any written item added to the teacher's permanent record which pertains to parental complaints lodged against him/her shall be available to him/her for examination upon request.

13.02 Curriculum

The department and/or grade levels shall be involved in all major curriculum changes.

13.03 Supervision at Lunch Time

13.031 Cafeteria Aides for the Elementary

It is agreed that a non-teaching aide program in the Lakeview Elementary School shall be created for the supervision of each cafeteria during the serving of lunch. Teachers' duties during this lunch period shall be limited to bringing students to the cafeteria and taking students back to class. Students shall be under the supervision of the non-teaching aide for thirty minutes, to provide teachers with a thirty minute duty-free lunch period.

13.032 Elementary Supervision Duties

Recess supervision schedules shall be set up so that each regular education classroom teacher (K-5) shall have an equal number of recess duties weekly. Special education teachers can be used on a "AS NEEDED" basis, but not to exceed the number of days that a regular education teacher is scheduled.

The principal(s) shall be responsible to set up yearly lunch and recess schedules according to the above conditions.

13.04 Class Size

13.041 Desirable Class Size

It is agreed that a desirable class size in K-2 is 24 students, in 3-4 is 25 students and in 5-12 is 28 students. It is also agreed that the desirable daily teaching load for grades 5-12 is 170. Every effort shall be made to maintain these desirable sizes through scheduling and the addition of classes.

Exceptions to class size and daily teaching load: physical education, study hall, instrumental music, vocal music, and other related duties such as media center and lunch room.

13.042 Overload Payment K-4

K-2 teachers whose numbers exceed 26 and 3-4 teachers whose numbers exceed 28 will receive an overload payment of \$100 per semester per student who causes the overload, providing all of the students calculated attended classes at least 20 days during the semester. Payment for Elementary Art will be prorated per classes taught.

13.043 Overload Payment 5-12

Teachers 5-12 whose daily instructional load exceeds 175 students based on 6 periods or 145 based on 5 periods shall be paid an overload payment of \$100 per semester per student who causes the overload, providing all of the students calculated attended class at least 20 days during the semester.

13.044 Overload Payment Special Education

Special Education teachers whose IEP roster exceeds the limits found in the Operating Standards for Ohio's Schools Serving Children With Disabilities (16 students) in effect for that school year shall be paid an overload payment of \$100 per semester per student who causes the overload. However, in no event shall a special education teacher receive more than \$400.00 per semester.

13.045 Claiming Overload Payment

Teachers are responsible to turn in to their building principal documentation showing proof of overload, no later than ten (10) working days after each semester. Class roster, including attendance will be necessary.

13.05 Continuing Contract

Each employee eligible for a continuing contract must have on file by April 1 of the current year the following:

- An updated transcript.
- A copy of an eight-year professional certificate or higher, or a five year license.
- Evidence that they have taught under contract in the Lakeview Schools for a period of three years. (Two years if the person requesting a continuing contract held a continuing contract in another school district.)

13.06 Grant Program

A special grant program shall be maintained for the purpose of improving Lakeview instructional programs in accordance with the attached guidelines.

13.061 Grants may include any materials or activities that will benefit the students and better their needs

13.062 Grants are intended to fund projects that would not ordinarily be funded by other resources.

13.063 Projects may be individual or group sponsored and are not to exceed \$400 in costs.

13.064 Request for projects must be submitted to the principal and then to the Superintendent no later than January 31 of each school year.

13.065 At the end of the school year or at the completion of the project, it is required that each project sponsor submit in writing to the Superintendent a brief summary of the evaluation of the project.

13.066 Selection committee shall consist of one teacher per building and one Board of Education member.

13.067 A sum of \$2,000 shall be budgeted for this program dependent upon funds available.

13.07 Department Chairpersons

Department chairpersons may be established. Pay for department chairpersons is as listed in the supplemental salary schedule. An accountability report indicating meetings, activities and accomplishments and summary report shall be submitted to the principal each year.

13.08 Employees Tuition-Free Education for Their Children

Children of active bargaining unit members or bargaining unit members who have retired from the Lakeview Local School District may attend the Lakeview Schools without the cost of tuition, as a benefit of employment. The children of active members of the bargaining unit who die or die after retirement from the Lakeview Local School District may also attend tuition free.

13.09 Changing Building Travel Time

Any employee required to change buildings as a part of their regular work day shall be given adequate time to travel. Such time shall not be a part of their regularly scheduled planning time.

13.10 Teachers as Substitutes

At times it becomes necessary to ask teachers to substitute for other teachers in emergency situations. Teachers who voluntarily elect to forego their planning period/time and who substitute shall be paid the base hourly rate of one (1) hour for each period as a substitute.

Teachers who request to leave early and have Principal's approval are to make arrangements with other staff members to cover their class for short term, partial day necessary leave.

13.11 Inclusion

At the close of schedule changes each semester, the Building Principal shall notify all classroom teachers of each inclusion student in his/her classroom.

13.111 Individualized Education Program (IEP/504 Plan) Team

- A. Bargaining unit members whose duties would be impacted by an IEP/504 Plan shall be provided the opportunity to participate in the development of the IEP/504 Plan.
- B. Any bargaining unit member whose duties are impacted by an IEP/504 Plan are encouraged to participate or initiate Intervention Assistance Team (IAT) meetings as is necessary to promote the best possible IEP/504 Plan and educational placement of the student.
- C. Each Special Education Teacher who is responsible for writing a majority of the IEP/504 Plan shall be granted the equivalent of up to two (2) days of release time per school year, with no classroom duties during such release time to participate in the IEP/504 Plan process.

13.112 Training/Staff Development

The employer shall promote and make every effort to provide training and/or staff development programs for bargaining unit members whose duties are impacted by an IEP/504 Plan.

13.113 Waiver Procedures

The Association will be advised and encouraged to participate in the planning of any waiver request to the State Department of Education or to any other agency with competent jurisdiction.

13.114 Support Services

The employer will provide the necessary personnel as identified in the IEP/504 Plan to perform any supportive services which may be required by any student in his/her IEP/504 Plan.

13.115 Vacancy/Transfer Procedure for Special Education Employees

The employer shall not deny to any bargaining unit member serving in a special education assignment the right to apply and be considered for a vacant position for which the special education bargaining unit member has the appropriate certification.

13.116 Evaluation Rights

The performance evaluation of certificated bargaining unit members who are impacted by an IEP/504 Plan shall be conducted in compliance with the negotiated agreement and in the same manner as all other bargaining unit members.

13.12 Planning Time

Teachers and administrators shall work together to develop a schedule that provides for planning time that is uniform and fair to all concerned. All members of the bargaining unit shall have a minimum of 50 minutes of planning time within the seven hour fifteen minute day or a minimum of 250 minutes a week. Elementary teachers shall have no less than forty (40) minutes uninterrupted planning time per day.

In addition to a bargaining unit member's daily planning time, the Association and Administration shall work together to develop a common planning time for grade level and/or department planning time.

13.13 Lakeview Local Professional Development Committee

13.131 Appointment

A local six (6) member Professional Development Committee shall be established in accordance with Ohio law. The Committee shall be comprised of four (4) teachers appointed by the LTA and two (2) administrators appointed by the Superintendent. At the close of the school year, the Committee shall submit a report of its activities, structure and plans to the Lakeview Board of Education and the Lakeview Teachers Association for review.

13.132 Purpose

- A. The purpose of the Committee is to review coursework and other professional development activities completed by educators within the Lakeview Local School District and used for the renewal of certificates and licenses, all in accord with the Licensure Standards as set forth in Ohio law.
- B. The Committee members shall determine the time, place and frequency of the meetings which will be held during regular school hours.

13.133 Process

- A. Upon its initial meeting, the Committee shall adopt reasonable practices and procedures to ensure proper, fair and equitable application of appropriate procedures, criteria, rules and timelines in accordance with the law and Board Policy. The same shall be approved by majority vote of the Committee and reduced to writing.
- B. Accurate minutes of all Committee meetings shall be kept and maintained by the Secretary.
- C. Actions of the Committee shall be determined by majority vote of the Committee and duly recorded in the minutes of each meeting.

13.134 Release Time

All requests for release time shall be reviewed by the Superintendent and subject to his approval.

13.14 Mentor Program for Teachers New to the District (NTD)

Teachers new to the Lakeview School District (NTD) not needing to complete Resident Educator Program shall receive an orientation to practices and procedures within the district in a meeting immediately preceding the opening of the school year. During this meeting, the NTD shall receive the following materials:

- Insurance information and sign up cards;
- District handbook and discipline procedures;
- Pertinent building policies and student handbook;
- The name and telephone number of their Bargaining Unit member mentor;
- Other pertinent payroll information.

The Bargaining Unit member mentor referenced above shall assist the new NTD to understand the workings of the School District in regard to his/her contractual responsibilities and for advice of a professional nature. This mentor shall meet at least monthly or as needed with the new NTD. The mentor shall make record of meetings to the resident educator coordinator.

A local program shall be developed through mutual agreement between the Board and LTA. Input will be sought from those teachers trained as mentors and lead mentors. The NTD mentor program shall be overseen by the resident educator coordinator.

13.15 Employment of Retired Teachers

The parties agree to abide by the following terms and conditions relating to the re-employment of a teacher following such teacher's service retirement. Specifically, the parties agree that:

- 13.151 The Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is not an expectation to continued employment or re-employment when a teacher retires from the Lakeview Local School District. Re-employed teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Re-employed teachers who previously worked in the District are not guaranteed a particular assignment upon re-employment. Re-employed teachers will be assigned to positions that are within their certification/licensure area(s) and at the discretion of the Board.
- 13.152 A retired "teacher" who is employed or re-employed by the Board will not be eligible for any insurance coverage provided in Article V of this Agreement as a condition of employment, nor are they eligible for opt-out amounts, if any, otherwise payable for such coverage or any other fringe benefits not specifically provided in this Section. The parties agree that such teachers will be required to decline the Board's coverage and/or eligibility for opt-out, if any, upon employment. Teachers must elect to take STRS health, medical, prescription and life insurance benefits. The parties hereto expressly agree that this provision supersedes any inconsistent or contrary State statutes, State Court decisions, law and/or regulation.
- 13.153 Salary placement for newly hired retired teachers shall commence at the Exp. Level 5 Class 1 Column on the salary schedule. The re-employed teacher shall advance one (1) year on the salary schedule for each year employed following his/her re-employment with the Lakeview Local School District. Subsequent years salaries will be paid at the Class 1 Column. Any salary schedule placement determination

as set forth herein shall not be subject to the grievance procedure or otherwise changeable in Court or elsewhere and the parties expressly agree and fully intend this provision to supersede and take precedence over the provisions of Revised Code, Section 3317.13 and any and all other inconsistent or contrary State statutes, State Court decisions, law and/or regulations. The Board may require the re-employed teacher to execute a written waiver of his or her prior teacher experience, educational level and acknowledge his/her agreement to accept initial placement at Exp. Level 5 at Class 1 on the salary schedule.

- 13.154 Seniority for re-employed teachers returning to service with the Board after retirement will return to (0) years and remain at (0) years for the re-employed teacher's entire post-retirement tenure. In the event of a reduction-in-force, the re-employed teacher will not have any of the bumping rights set forth in the negotiated agreement.
- 13.155 Teachers employed by the Board after retirement shall not be eligible for a continuing Contract and are restricted to one (1) year limited Contract(s) of employment.
- 13.156 Teachers employed by the Board after retirement will be given one (1) year limited Contracts only and such individuals are not subject to the evaluation provisions of the Collective Bargaining Agreement. Re-employed teachers will be awarded one-year Contracts that will automatically expire at the end of the school year, without notice of non-renewal and without compliance with Ohio Revised code, Section 3319.11 and 3319.111. For the purposes of re-employed teachers, the parties expressly agree that this provision supersedes and replaces Ohio Revised Code, Section 3319.11, 3319.111 and 3319.08, and differs from the rights of other teachers contained in the negotiated agreement.
- 13.157 Performance evaluations of re-employed teachers will be conducted annually. Such evaluations may be formal or informal assessments at the discretion of the Building Principal. For the purposes of re-employed teachers, the parties expressly agree that this provision supersedes and replaces Ohio Revised Code, Section 3319.11 and 3319.111 and differs from the rights of other teachers contained in the negotiated agreement.
- 13.158 Re-employed teachers may not accrue additional STRS credit as a result of their service following re-employment. Instead, the Board and the re-employed teacher shall make contributions to STRS that will fund a single life annuity with the reserve based on the re-employed teacher's accumulated contributions during his/her period of service as a regular

teacher following re-employment. For additional information concerning the annuities, see Ohio Revised Code, Section 3307.35.

- 13.159 Re-employed teachers are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.
- 13.1510 Re-employed teachers will be eligible to accumulate sick leave. Sick leave shall commence at (0) days for re-employed teachers. Re-employed teachers shall earn 1-1/4 days of sick leave per month for the duration of their re-employment. Re-employed teachers may request an advance of up to ten (10) days of sick leave if necessary. The re-employed teacher must reimburse the Board for advance sick leave which is not earned at the time the re-employed teacher separates his/her employment with the District. The parties expressly agree that this provision supersedes and replaces Ohio Revised Code, Section 3319.141.
- 13.1511 Re-employed teachers are eligible for supplementals only at the discretion of the Superintendent.
- 13.1512 Section 13.15, and such salary and limited Contract will not be grievable under the procedures of this Agreement nor through any claim or action filed before the State Employment Relations Board or any Court of law.
- 13.1513 The parties expressly agree and fully intend this Section including provisions A through L to supersede and take precedence over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, State laws or regulations and State Court decisions.
- 13.1514 The Board will post vacancies in accordance with Article VII.

13.16 Security

Whenever school buildings are being used by the Board of Elections during a school day, the Board shall employ outside security personnel to ensure the non-school personnel do not interfere with the educational process and that the safety of staff and students in the building is not compromised.

ARTICLE XIV - RESIDENT EDUCATOR PROGRAM

14.01 Participation in the Resident Educator Program

Any beginning employee that meets the following requirements shall participate in the resident educator program:

- Holds a valid resident educator license or alternative resident educator license of any type, or a one-year out of state educator license.
- Teaches at least two classes or .25 FTE in their area of licensure or in the area in which the teacher holds a supplemental teaching license.
- Is responsible for planning and delivering standards-based, preK-12 curriculum to students and evaluating their progress.
- Works 120 days as defined by Ohio Revised Code.

14.02 Mentors/Facilitators

All mentors/facilitators shall complete all ODE trainings and be listed on the ODE Certified Mentor List.

Mentors/Facilitators shall be recommended by the Program Coordinator and hired by the District Superintendent based on each year's need.

All Mentors shall receive compensation as set forth in the supplemental salary schedule for their first resident educator. Mentors will receive 1% for each additional resident educator, not to exceed three (3) total resident educators.

Facilitators shall receive the rate set forth in the supplemental salary schedule at a flat rate, not per resident educator.

14.03 Release Time

Mentors/facilitators and Resident Educators shall receive release time from their classrooms to complete program requirements.

14.04 Resident Educator Program Coordinator

The Resident Educator Program Coordinator shall receive three (3) days of release time during the school year in order to fulfill the responsibilities of the Resident Educator Coordinator.

The Resident Educator Coordinator may also be a mentor for one (1) teacher without being paid a mentor stipend. Beyond one (1) teacher the coordinator will be paid at the rate of 1% per resident educator, not to exceed three (3) total resident educators including the first unpaid.

14.05 Protections

At any time, the mentor teacher or the resident educator may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be

given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the resident educator. This option may be exercised one time by the mentor teacher or resident educator.

The Resident Educator Coordinator, mentor/facilitator/teachers, and Resident Educators shall keep confidential all discussions, actions, materials, and other information to the extent permitted by law.

No mentor/facilitator teacher shall participate in any informal or formal evaluation of the resident educator, nor make, or be requested to make any recommendation regarding the continued employment of the resident educator.

Other than a notation to the effect that a teacher serves as a Mentor/Facilitator, the teacher's activities as a Mentor/Facilitator shall not negatively affect the staff member's evaluation.

No resident educator shall be required to remain in the resident educator program after advancing to a professional educator license.

ARTICLE XV - EFFECTS OF THE AGREEMENT

15.01 Contrary to Law

This collective bargaining agreement shall supersede, (to the extent permitted by ORC 4117.10(A)), provisions of the Ohio Revised Code which are contrary to the express provisions of this Agreement.

If any section(s) of this Agreement is in conflict with Federal or State law, except as permitted by ORC 4117.10(A), then that section is null and void while those sections that are not in conflict with Federal or State Law remain in full force. Any section(s) found to be in conflict with Federal or State law by a court of competent jurisdiction shall be renegotiated by the parties in compliance with the negotiation procedure of this Agreement.

15.02 Duplication and Distribution

15.021 Distribution of Agreement

As soon as is reasonably possible after the Parties have formally ratified this Agreement, but not later than thirty (30) days after the Parties have proofread and executed the final, camera-ready draft, the Board shall have copies of the Agreement printed and distributed to each employee. Employees hired thereafter shall also be furnished a copy of the Agreement upon employment.

15.022 Cost of Preparation of Agreement

The LTA shall bear the full cost for the labor and materials utilized in preparing the final, camera-ready draft and any subsequent amendment(s) of the Agreement. The Board shall bear the full cost for printing the Agreement from the camera-ready draft and for any subsequent amendment(s) of the Agreement.

15.03 No Reprisals

There shall be no reprisals against any employee for taking part in negotiations or against any employee who takes part in any grievance.

15.04 Complete Agreement

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

DURATION

This Agreement will be in force from August 16, 2014 until Midnight, August 15, 2016.

The parties to this Contract, signed this date, July 3, 2014, as witnessed below.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

Robert A. Pavalko II
PRESIDENT

Beth Harris
PRESIDENT

Ashley Hager
NEGOTIATING TEAM MEMBER

Robert Wilson
SUPERINTENDENT

Shelby A. Lord
OEA STAFF REPRESENTATIVE

Sean A. Miller
TREASURER

Teacher Performance Evaluation Rubric

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

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

INSTRUCTIONAL PLANNING					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<p>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference</p>	<p>The teacher’s lesson does not build on or connect to students’ prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students’ prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students’ prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner’s prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
	Evidence				

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

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

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

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

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

Instruction and Assessment				
	Ineffective	Developing	Skilled	Accomplished
Evidence				

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

Informal Observation: General Form

Teacher Name: Grade(s)/Subject Area(s): Date:

Evaluator Name: Time Walkthrough Begins: Time Walkthrough Ends:

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

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	<input type="checkbox"/> Multiple methods of assessment of student learning are utilized to guide instruction
<input type="checkbox"/> Other: <input type="text"/>	<input type="checkbox"/> Other: <input type="text"/>

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature:

Photocopy to Teacher

Ohio Teacher Evaluation System	Improvement Plan
---------------------------------------	-------------------------

Improvement Plan

Teacher Name:			Grade Level/ Subject:	
School year:	Building:		Date of Improvement Plan Conference:	

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

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

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

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

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

Improvement Plan (continued)**Section 3: Specific Plan of Action**

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

Actions to be Taken	Sources of Evidence that Will Be Examined
<div style="background-color: #cccccc; height: 15px; width: 100%;"></div>	<div style="background-color: #cccccc; height: 15px; width: 100%;"></div>

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: Date:

Evaluator's Signature: Date:

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

Improvement Plan: Evaluation of Plan

Teacher Name:		Grade Level/ Subject:	
School year:		Building:	
		Date of Evaluation:	

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

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

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

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

Teacher's Signature: Date:

Evaluator's Signature: Date:

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

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

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

<p>Evaluator Signature <input type="text"/></p>	<p>Date <input type="text"/></p>	<p>Teacher Signature <input type="text"/></p>	<p>Date <input type="text"/></p>
<p><i>The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.</i></p>			

LAKEVIEW LOCAL SCHOOLS

**Staff Not Qualifying Under OTES
Observation Form**

Staff Member _____

Grade/Subject _____

Evaluator _____

Date _____

Observation #1 #2

Building Assignment

Observation Comments

Domain 1 – Planning and Preparation:

Domain 2 – The Classroom Environment:

Domain 3 – Instruction:

Domain 4 – Professional and Leadership Responsibilities:

LAKEVIEW LOCAL SCHOOLS

Pre-Evaluation Notice

Staff Member _____

Assignment _____

Evaluator _____

School Year _____

Building _____

Notification Date _____

The Lakeview Staff Evaluation is the result of formal and informal observations by the assigned evaluator with thoughtful input by each professional staff member.

The primary goals of the staff evaluation program shall be the improvement of the personnel evaluated and the determination of contract.

Employee's plans and goals:

Staff Member's Signature

Evaluator's Signature

Draft of pre-evaluation conference

**LAKEVIEW LOCAL SCHOOL DISTRICT
EVALUATION INSTRUMENT**

Staff Member _____

School Year _____

Evaluator _____

Building _____

Date of First Observation _____

From _____ To _____

Date of Second Observation _____

From _____ To _____

The primary goals of this staff evaluation program shall be the improvement of the personnel evaluated and the determination of Contract status.

Key: U-Unsatisfactory B-Basic P-Proficient D-Distinguished N-Not Applicable

Domain 1: Planning and Preparation	U	B	P	D	N
1a. Demonstrating Knowledge of Content and Pedagogy	<input type="checkbox"/>				
1b. Demonstrating Knowledge of Students	<input type="checkbox"/>				
1c. Selecting Instructional Goals	<input type="checkbox"/>				
1d. Demonstrating Knowledge of Resources	<input type="checkbox"/>				
1e. Designing Coherent Instruction	<input type="checkbox"/>				
1f. Assessing Student Learning Through Student-Generated Products	<input type="checkbox"/>				

Comment: Expand as needed

Domain 2: The Classroom Environment	U	B	P	D	N
2a. Creating an Environment of Respect and Rapport	<input type="checkbox"/>				
2b. Establishing a Culture for Learning	<input type="checkbox"/>				
2c. Managing Classroom Procedures	<input type="checkbox"/>				
2d. Managing Student Behavior	<input type="checkbox"/>				
2e. Managing Physical Space	<input type="checkbox"/>				

Comment: Expand as needed

APPENDIX 2C cont.

Domain 3: Instruction	U	B	P	D	N
3a. Communicating Clearly and Accurately	<input type="checkbox"/>				
3b. Using Questioning and Discussion Techniques	<input type="checkbox"/>				
3c. Engaging Students in the Work	<input type="checkbox"/>				
3d. Providing Feedback to Students	<input type="checkbox"/>				
3e. Demonstrating Flexibility and Responsiveness	<input type="checkbox"/>				

Comment: Expand as needed

Domain 4: Professional and Leadership Responsibilities	U	B	P	D	N
4a. Reflecting on Teaching	<input type="checkbox"/>				
4b. Maintaining Accurate Records	<input type="checkbox"/>				
4c. Communicating with Families	<input type="checkbox"/>				
4d. Contributing Leadership to the School and District	<input type="checkbox"/>				
4e. Growing and Developing Professionally	<input type="checkbox"/>				
4f. Showing Professionalism	<input type="checkbox"/>				

Comment: Expand as needed

Staff member's comments:

Staff member's signature	Evaluator's signature
Date of post evaluation conference	

Lakeview Local Schools Performance Improvement Plan

Staff Member _____

Date _____

Evaluator _____

Additional Participants _____

This plan is to be *mutually* developed by the Evaluator and the Staff Member

Unsatisfactory Improvement Area to be Addressed

Domain (s) _____

Element (s) _____

Evaluated Level of Performance _____

Improvement Objectives:

Planned Improvement Activities:

Evaluation criteria: (The Professional Development Framework will be used for evaluation criteria)

Target date for initial plan follow-up _____

Staff Member _____

Date _____

Evaluator _____

Date _____

Failure to participate in the Performance Improvement Plan procedure may impact employment status.

LAKEVIEW LOCAL SCHOOLS

REQUEST FOR APPROVAL OF PERSONAL LEAVE

Name of Employee _____ Date _____

Dates Employee was/will be absent _____

Number of School Days Employee was/will be absent _____

I hereby certify that this requested personal leave shall be used in accordance with negotiated agreement as stated above.

(Optional) My reason is stated below: _____

Signature of Employee

I hereby certify that this requested personal leave is not in accordance with negotiated agreement as stated above and I request a deduction in pay.

Signature of Employee

FOR OFFICE USE ONLY:

Principal/Supervisor Signature

Supt. Approved _____

Supt. Not Approved _____

Reason Not Approved _____

PAYROLL: Make Deduction in Pay _____

Date

Superintendent Signature

LAKEVIEW LOCAL SCHOOLS

TEACHER ASSIGNMENT REQUEST FORM

Please consider my request for a change of assignment effective _____ school year.

I request consideration for a change to the _____ building,

_____ grade level and _____

subject.

My reason for the desired change is

Signed _____

Date _____

Return to your building principal by April 1.

LAKEVIEW LOCAL SCHOOLS

REQUEST FOR APPROVAL OF PROFESSIONAL LEAVE

Name of Employee _____ Date _____

Dates Employee was/will be absent _____

Number of School Days Employee was/will be absent _____

Name of Event _____

Sponsor of Event _____

Where Held _____

How will attendance benefit employee or school? _____

*DO YOU REQUEST PAYMENT OF EXPENSES BY BOARD OF EDUCATION Yes ___ No ___
 If so, after taking the leave, fill out the information below on your copy, and return to the Board Office with all bills attached.

Registration \$ _____ Miles @ _____ per mile \$ _____

Meals \$ _____ Miscellaneous: _____ \$ _____

Lodging \$ _____ \$ _____

Local Transport \$ _____ TOTAL (attach bills) \$ _____

 Signature of Employee _____

FOR OFFICE USE ONLY:

PAYMENT OF EXPENSES BY BOARD OF EDUCATION

Principal Notified _____

Payment Approved _____

Supt. Approved _____

Amount \$ _____

Supt. Not Approved _____

Not Approved _____

Reason Not Approved _____

Reason Not Approved _____

 Superintendent Signature _____ Date _____

*If approved, please make out a purchase order of estimated cost and submit before professional day is used.

GRIEVANCE NO. _____

LAKEVIEW TEACHERS ASSOCIATION
and
LAKEVIEW LOCAL SCHOOL DISTRICT

GRIEVANCE FORM

NAME OF GRIEVANT: _____

SCHOOL: _____

ASSIGNMENT: _____

DATE CAUSE OF GRIEVANCE OCCURRED: _____

DATE STEP I DISCUSSION OCCURRED: _____

A. STATEMENT OF GRIEVANCE, INCLUDING THE ARTICLE/SECTION(S)
VIOLATED, MISINTERPRETED, OR MISAPPLIED:

B. RELIEF SOUGHT:

Signature of LTA
Representative

Date

LAKEVIEW LOCAL SCHOOLS

APPLICATION FOR USE OF SICK LEAVE

Name _____ Date _____

I hereby request sick leave beginning _____ AM PM _____ (DATE)

and ending _____ AM PM _____ (DATE) for the following reasons:

_____ 1. Personal illness. Nature of illness _____

_____ 2. Personal injury. Nature of injury _____

_____ 3. Serious illness in immediate family _____

_____ 4. Death of _____ on _____ (Date of Death)

_____ 5. Other _____

I swear or affirm that the above statements are true.

Signature of Employee: _____

ADMINISTRATIVE ACTION

Recommended _____ Approved _____

Not Recommended _____ Disapproved _____

Supervisor

Appointing Authority

MEMORANDUM OF UNDERSTANDING

This Memorandum is entered into and effective for the period of _____ through _____, by and between the Lakeview Teachers Association (LTA) and the Lakeview Local School District Board of Education (Board).

STANDARDS-BASED TEACHER EVALUATION

Lakeview Evaluation Committee

- A. The Association and the Board agree to establish a standing joint Evaluation Committee for the purpose of making recommendations for bargaining at the end of the contract.
- B. In addition, the Evaluation Committee will assist in the creation and adoption of evaluation language and procedures for non-OTES members.
- C. No changes shall be made to the MOU during the duration of the contract. Should legislation change, the teams agree to immediately create replacement language that complies with the new legislation.
- D. All decisions of the committee, as set forth herein, will be achieved by consensus.
- E. At the initial committee meeting, the committee will develop the guidelines and ground rules by which the committee will operate.
- F. Members of the committee will receive necessary release time for committee work and training as determined by the committee. Any committee work authorized by the committee and performed outside of the contractual work day will be paid at the hourly per diem rate calculated on the base salary for the school year.

Committee Composition

- A. The committee shall be comprised of three (3) Association members and three (3) members appointed by the Superintendent.
- B. Committee members shall be representative of elementary, middle school, and secondary.

Non-OTES Employees: Evaluation Procedure for Licensed Employees who Do Not Spend at Least 50% of Their Time Providing Content and Student Instruction

For Non-OTES teachers the District will utilize the current contract evaluation method and procedures. The LEC will develop language and evaluation procedures for Non-OTES members.

OTES Employees

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 evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. 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. The Board acknowledges that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

This policy shall be implemented as set forth herein with the Lakeview Teachers Association, and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board and represented by the Lakeview Teachers Association (LTA)

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 50% of his/her time providing content-related student instruction and who is working under one of the following:

- A. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- C. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under ORC Section 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 Lakeview Teachers Association (LTA).

The Superintendent, Treasurer, and any “other administrator” as defined by ORC Section 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 ORC Section 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, in consultation with the Lakeview Evaluation Committee, to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy. Every effort shall be made to use district administrators as evaluators.

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

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

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

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

"Evaluation Instruments" – refers to the forms used by the teacher’s evaluator. Those forms, developed by the ODE, are located in the Appendix to this policy.

"Evaluation Procedure" – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

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

"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 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.

"Teacher Performance" – is the assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher’s practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.

"Teacher-Student Data Linkage" (TSDL) – refers to the process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

"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. skilled;
- 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 file 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.

Teachers subject to evaluation under this policy will be evaluated annually using:

- A. The Formal Observation Procedure described herein; and
- B. A series of Informal Observation/Classroom Walkthroughs.

Evaluators will consider and cite evidence gathered from a variety of sources in addition to the observation when completing the teacher performance evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), classroom walkthroughs, and any evidence provided by the teacher.

Formal Observation and Classroom Walkthrough Sequence

All instructors who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year.

Teachers on a limited contract who are under consideration for renewal/nonrenewal based on performance shall receive three (3) formal observations of at least thirty (30) minutes unless the Superintendent waives the third observation.

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

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

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.“

Formal Observation Procedure

A minimum of two (2) formal observations shall be conducted to support summative evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes. Efforts will be made by evaluators to facilitate a longitudinal view of a teacher's performance by appropriately spacing the observations. At a minimum, there shall be at least fifteen (15) days between formal non-continuous observations.

All formal observations shall be preceded by a conference between the evaluator and the employee at a time mutually agreed but at least three (3) working days prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form (Appendix). Each observation will be announced unless there is mutual agreement upon between evaluator and the employee. There will be at least 72 hour notice prior to the announced observation.

A post-observation conference shall be held after each formal observation. The post conference will be held on a mutually agreed upon date within 5 work days after the formal observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric, the teacher’s professional growth or improvement plan, afford the teacher the opportunity to provide additional evidence of performance, and discuss professional development opportunities.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notes or a summary:

- A. evidence of planning;
- B. lesson delivery;
- C. differentiation;
- D. resources;
- E. classroom environment;
- F. student engagement;
- G. assessment; or
- H. any other component of the standards and rubrics approved for teacher evaluation

A walkthrough shall consist of at least three (3) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough must be placed on the form designated in the Appendix. Feedback from walkthroughs shall be provided electronically within forty-eight (48) hours of the walkthrough. The teacher and or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

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 points in time. It is important to note that a student who has forty-five (45) or more 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 exclusively¹;

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 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. 50%) shall be based on the value-added progress dimension.

- A2 Teachers instructing in value-added courses, but not exclusively²; or
- B Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- B2 Teachers instructing in areas with Ohio Department of Education approved vendor assessments, but not exclusively; or
- C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.³

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 Ohio Teacher Evaluation Framework for “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.

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 Ohio Teacher Evaluation Framework for “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 Ohio Teacher Evaluation Framework for “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 the building SLO approval committee. The Board’s process for creating and revising SLO’s is set forth in the Appendix.

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

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 “shared attribution” measure can be utilized per instructor.

Building Approved Assessments

Assessments used within SLO's will be building approved in conjunction with the building SLO approval committee. These assessments will include the key subject and grade-level content standards and curriculum that will be taught during the interval of instruction. When examining assessments for alignment, teachers and teacher teams should look for the following:

- Items on the test shall cover key subject/grade-level content standards.
- No items on the test shall cover standards that the course does not address.
- Where possible, the number of test items should mirror the distribution of teaching time devoted to concepts or the curriculum focus. For example, if a foreign language teacher devotes almost equal amounts of time to developing students' reading comprehension, listening comprehension, oral communication, and written communication skills, he or she should not use a test that devotes 90 percent of the test to reading comprehension. Instead, the distribution of the test should mirror instruction, meaning that about a quarter of the test should focus on each of the four skills listed above.
- The items or tasks should match the full range of cognitive thinking required during the course. For example, if the main foci of the mathematics content standards are solving word problems and explaining reasoning, some questions or items on an assessment should require students to solve word problems and explain how they arrived at their answers. The assessment should require students to engage in higher-order thinking where appropriate. These items or tasks may require students to use reasoning, provide evidence, make connections between subjects or topics, critique, or analyze.

All building approved assessments will include the growth targets to be used in determining student growth.

Assessments will be submitted to the teacher's principal(s) for approval.

Student Growth Measures (SGM)/Student Learning Objectives (SLO)

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased by the Board, and all affected staff shall be trained on utilization and other considerations by September 30th.

Teachers hired for the SLO approval committee shall receive release time to complete the SLO approval process. Should additional time be needed, the SLO committee will receive compensation at the base salary hourly rate for work performed outside of the contracted school day or during planning time.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than September 30th.

The building SLO approval committee shall review all submitted SLOs by October 15.

Any SLO that is rejected by the building SLO approval committee or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by October 20th with five (5) days for the resubmittal of the corrected SLO.

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

Prior to submitting the SGM results to the designated evaluator, the teacher may request that the building SLO approval committee review the results for the sole purpose of verifying accuracy.

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level.

The District may use shared attribution SGM scores as determined in consultation with the LEC.

Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

Final Evaluation Procedures

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

Teacher Performance

		4	3	2	1
Student Growth Measures	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year.

The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

The evaluation report shall be completed by May 10th, signed by both parties, and sent to the Superintendent.

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

At the conclusion of the evaluation process each teacher's final performance rating of ineffective, developing, skilled or accomplished and the final growth measure ranking below expected growth, at expected growth or above expected growth will be entered into the electronic system, Ohio eTPES (Ohio electronic Teacher and Principal Evaluation Systems). After the data is entered the eTPES will calculate the Final Summative Rating of Teacher Effectiveness the eTPES will be used to report teacher effectiveness ratings. Only the Final Summative Rating of Teacher Effectiveness will be reported to eTPES.

Professional Growth Plans and Professional Improvement Plans

There will be three (3) categories of Growth or Improvement plans:

- A. Teachers rated accomplished or who have above expected student growth will develop their growth plan independently and submit their plan to their credentialed evaluator. Professional growth and improvement plans for a school year shall be developed not later than September 1 of that school year. The professional growth plan shall include the following components:
 1. Identification of area(s) for future professional growth;
 2. Specific resources and opportunities the teacher wants to explore to enhance his/her skills, knowledge, and practice including a review of Board-approved and funded options, if applicable

3. Outcomes that will enable the teacher to increase student learning and achievement.
- B. Teachers who meet Expected levels of student growth or attain a rating of skilled or developing must develop a professional growth plan collaboratively with their credentialed evaluator for the evaluation cycle. Professional growth and improvement plans for a school year shall be developed not later than September 1 of that school year.

The professional growth plan shall include the following components:

1. Identification of area(s) for future professional growth;
 2. Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice, including a review of Board-approved and funded options, if applicable; and
 3. Outcomes that will enable the teacher to increase student learning and achievement.
- C. Teachers who meet Below-Expected levels of student growth and are rated Ineffective on the Teacher Performance component must comply with an improvement plan developed with their credentialed evaluator or an evaluator assigned by the Superintendent/designee from the District's Board-approved list. Improvement plans for the next school year shall be developed not later than June 1st of each school year. The improvement plan shall include the following components:
1. An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;
 2. A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies;
 3. A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan;
 4. A description of educational supports and/or opportunities for professional development, including a review of Board-approved and funded options, if applicable, needed to improve the identified area(s).

A teacher may use his/her Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/license.

Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete at Board expense 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.

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.

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement in effect and MOU between the Board and the Lakeview Teachers Association (LTA).

Nothing in this MOU will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the LTA. The evaluation system and procedures set forth in this MOU 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 non-renew a teacher evaluated under this MOU in accordance with R.C. 3319.11 notwithstanding the teacher’s summative rating.

Compliance with Ohio Revised Code

The Lakeview Local School District and the Lakeview Teachers Association will abide by all changes in law that affect and change the provisions of this policy.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 319.226, 3319.26, 3319.58, 3333.0411
A.C. 3301-35-03(A)

ARTICLE XII - REDUCTION IN PROFESSIONAL STAFF WORK FORCE
OTES EMPLOYEES

12.01 Reasons for Implementing

When by reason of decreased enrollment of pupils, financial reasons, return to duty of regular teachers from leaves of absence, loss of local, state and/or federal funds dedicated to a program resulting in loss of such position, or by reason of suspension of schools or territorial changes affecting the district, a board of education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. The following procedures shall apply:

12.02 Attrition

To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for employees who die, retire, or resign. Attrition alone may not be sufficient to accomplish necessary reductions. Reduction in force means that reduction which occurs by reason of suspension of contract. It does not include unfilled vacancies that occur through a natural attrition.

12.03 Seniority

12.031 Effect of Seniority

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.

Comparable evaluations of OTES teachers will be defined as the summative evaluations ratings of Accomplished, Skilled, and Developing. Thereafter comparability will be determined in relation to the effectiveness ratings set forth in ORC 3319.111 and 3319.112.

In those instances where seniority is involved due to comparable evaluations, seniority shall be defined as the employee's length of continuous service with the District in a bargaining unit position commencing from the employee's first day of work. Service in an assigned position is not recognized as seniority by law. Seniority for all employees will be that which is established on the Revised Seniority List.

12.032 Exclusions

Service rendered beyond the normal school year shall not be considered toward accumulated seniority.

12.033 Breaking of Seniority

- A. A layoff that does not exceed thirty months and time spent on disability retirement, or any Board-approved leave of absence, shall neither be construed to constitute a break in seniority nor to constitute years of service credit for salary purposes.
- B. An employee shall break his/her seniority:
 - 1. Upon resignation.
 - 2. Upon discharge for just cause.
 - 3. Upon failure to report from layoff within the designated time period after proper notification has been provided.
 - 4. Upon overstaying a leave of absence unless excused by the Board of Education.
 - 5. Upon permanent retirement.

12.034 Ties in Seniority Date

In the event that two or more employees with comparable evaluations in the same area of certification share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their initial employment. If a tie still exists, the employees with comparable evaluations shall be placed on the seniority list in accordance with the date of the signing of their contract after that Board meeting. If a tie still exists, the employees with comparable evaluations who share the same seniority date shall participate in a coin toss in the presence of the Superintendent and an LTA representative.

12.04 Method of Reduction

Reductions needed beyond those available by attrition will be made by suspending contracts. Those contracts to be suspended will be chosen as follows:

12.041 Contract Status:

- A. Limited contract teachers shall be the first reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - 1. Comparable evaluations
 - 2. Seniority, when evaluations are comparable
- B. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers will be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - 1. Comparable evaluations
 - 2. Seniority, when evaluations are comparable

12.042 Seniority will be applied as follows:

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.

Comparable evaluations of OTES teachers will be defined as the summative evaluations ratings of Accomplished, Skilled, and Developing. Thereafter comparability will be determined in relation to the effectiveness ratings set forth in ORC 3319.111 and 3319.112

- A. Reductions in any area of certification will be made, starting with ineffective, from the bottom of the seniority list for that area of certification with comparable evaluations. A teacher affected may elect to displace a less senior teacher in another area of certification with comparable evaluations.
- B. The Seniority lists shall be supplied to the teachers by October 15th.
 - 1. Highest priority is the summative evaluation.
- C. If both have comparable evaluations, the number of continuous years at Lakeview shall be the determining factor.
- D. Next priority is the date hired by the Board.
- E. Next priority is the date signed by the classroom teacher.

12.05 Reduction in Force List

12.051 The teacher selected for suspension of contracts shall immediately be placed upon a R.I.F. compiled from the seniority lists provided for in Section 1.03-H.

A teacher whose name appears on the R.I.F. list shall be offered re-employment when a position becomes available for which he or she is certified. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.

12.052 The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 24 months from the date of the reduction.

12.06 Recall

12.061 Teachers on the recall list will be recalled for vacancies in areas for which they are certificated/licensed.

12.062 If a vacancy occurs, the Board shall send a certified announcement to the last known address of all teachers on the recall list who are certified/licensed according to these provisions. Continuing contract shall be given preference. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven calendar days. Any teacher who fails to respond within seven calendar days, or who declines to accept the full time position shall forfeit all recall rights.

12.063 A teacher on the recall list shall, upon acceptance of notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he would have enjoyed the year following the time of layoff.

12.064 A teacher who has been released through R.I.F. shall, if he or she desires, be placed on the substitute list.

12.065 Where group insurance policies permit, any teacher on the recall list who is unemployed may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.

12.066 A teacher who has obtained full time employment in another non-chartered, public school district will be removed from the reduction in force (RIF) list.

At the end of the 2015-2016 contract year, this memorandum will expire automatically and the parties agree to reconvene to resume discussions relative to these issues and/or their continuation, including consideration of any input or recommendations for the Lakeview Evaluation Committee.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding on the date first set forth above.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

Asney Handrych 6/24/14
LEAD NEGOTIATOR

Robert A. Upton
SUPERINTENDENT

Sheila A. Spad
OEA STAFF REPRESENTATIVE

James A. Miller
TREASURER

Robert A. Havelka II
PRESIDENT

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