



14-MED-04-0669  
0853-01  
K31130  
08/27/2014

**NEGOTIATED AGREEMENT**

**BETWEEN**

**THE**

**LEDGEMONT BOARD OF  
EDUCATION**

**AND**

**THE**

**LEDGEMONT EDUCATION  
ASSOCIATION**

**2014-2015**

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2014 – 2015**

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## ARTICLE I

### RECOGNITION

A. The Ledgemont Local School District Board of Education (“Board”) recognizes the Ledgemont Education Association (“Association”), an affiliate of the Ohio Education Association, as the exclusive bargaining agent for all certificated/licensed personnel employed by the Board, excluding administrators. Challenges to this recognition shall be made in accordance with the Ohio public employees’ collective bargaining law, Ohio Revised Code (O.R.C.) Chapter 4117.

B. 1. A teacher retired under STRS who is employed by the Board (“reemployed teacher”) prior to March 1, 2011, shall be employed under the following terms:

- a. Reemployed teachers are not eligible to participate in the District’s health insurance program, or dental, life and/or vision insurance programs. If, however, the reemployed teacher wishes to participate in any such insurance programs, he/she may elect to do so by paying one hundred percent (100%) of the monthly premiums through payroll deductions. If STRS decides not to provide health insurance for reemployed teachers, reemployed teachers will be permitted to participate in the Board’s health insurance program at the same cost as regular teachers. All payments will be made through payroll deduction.
- b. Seniority for reemployed teachers will return to zero (0) years and remain at zero (0) years for the reemployed teacher’s entire “post-retirement” tenure. In the event of a reduction in force, the reemployed teacher will not have any of the bumping rights set forth in this Negotiated Agreement.
- c. Reemployed teachers are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.
- d. Subject to these provisions, reemployed teachers are part of the bargaining unit. The parties acknowledge that reemployed teachers have all the rights, benefits and responsibilities of the Negotiated Agreement between the Board and the Association except as expressly limited herein.

The parties expressly agree and fully intend this Article, Section B to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, and federal laws and regulations.

2. Effective March 1, 2011, a teacher retired under STRS may be employed/reemployed by the Board (“reemployed teacher”) under the following conditions:

- a. The Board of Education may employ retired teachers when it is in the operational interests of the District. When a teacher retires from the

District, there is no expectation of reemployment. Any decision to re-hire a teacher is solely the decision of the Board as recommended by the Superintendent. A reemployed teacher who previously worked for the Board does not need to be interviewed by the Board for any vacant position for which he/she may apply. A reemployed teacher is not guaranteed a particular assignment upon reemployment. Reemployed teachers will be assigned to positions that are within their certification/licensure area(s) and are eligible for transfers pursuant to this Negotiated Agreement.

- b. The Board will place a reemployed teacher at Step 5 on the salary schedule. The reemployed teacher will be given full credit for his/her academic training level, up to Masters. The reemployed teacher will remain at Step 5 for each year he/she is employed post-retirement. The Board may require the reemployed teacher to execute a waiver of his/her prior teaching experience and acknowledge his/her agreement to accept placement at Step 5 on the salary schedule. This provision and such salary and individual employment contract with the reemployed teacher expressly supersedes Ohio Revised Code Sections 3317.13 and 3317.14, and all other applicable laws.
- c. Reemployed teachers are not eligible for continuing contracts; rather, they will be awarded one-year contracts that will automatically expire at the end of each school year without requirement for further Board action (i.e., the Board does not have to nonrenew them) and without notice of non-renewal and without compliance with the evaluation procedures set forth in state law. For purposes of reemployed teachers, the parties expressly agree that this provision supersedes and replaces Ohio Revised Code Sections 3319.11 and 3319.111, and may differ from the rights of other teachers contained in this Negotiated Agreement. Performance evaluations of reemployed teachers may be conducted annually.
- d. Reemployed teachers will be permitted to participate in the Board's health insurance program at the same cost as regular teachers. All payments will be made through payroll deduction.
- e. Reemployed teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity, see O.R.C. 3307.35.
- f. Seniority for reemployed teachers will return to zero (0) years and remain at zero (0) years for the reemployed teacher's entire "post-retirement" tenure. In the event of a reduction in force, the reemployed teacher will not have any of the bumping rights set forth in this Negotiated Agreement.

- g. Reemployed teachers are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.
- h. Reemployed teachers will be eligible to accumulate sick leave. Sick leave shall commence at zero (0) days for reemployed teachers. Reemployed teachers will earn 1 ¼ days of sick leave per month for the duration of their reemployment. Reemployed teachers may request an advance of up to five (5) days of sick leave, if necessary. The reemployed teacher must reimburse the Board for any advanced sick leave that is not earned at the time the reemployed teacher separates from his/her employment with the Board. Reemployed teachers shall not be eligible to participate in the Sick Leave Bank provided for in this Agreement. The parties expressly agree that this provision supersedes and replaces O.R.C. 3319.141.
- i. Subject to these provisions, reemployed teachers are part of the bargaining unit. The provisions of this Agreement that are not applicable to reemployed teachers include: salary schedule placement; severance pay; reduction in force; and sabbatical leave. Said provisions shall not be grievable or arbitrable under the Grievance Procedures set forth in this Negotiated Agreement, nor may they be challenged through any claim or action filed before the STRS or any other state or federal agency, or in any court of law.

The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, and federal laws and regulations.

## ARTICLE II

### NEGOTIATIONS PROCEDURE

- A. **INAUGURATING STEPS TO AGREEMENT** – A written request for negotiations will be submitted by either party on or before March 1 of the year in which the Negotiated Agreement is to expire. If either party proposes to utilize Interest-Based Bargaining (“IBB”), it should so state in its “written request for negotiations” or response to such a written request.
- B. **MEETINGS**
1. A meeting between the negotiation teams of the Association and the Board will be scheduled for a mutually satisfactory time within ten (10) days after the March 1 deadline. A mutually satisfactory later day may be agreed upon.
  2. At the initial meeting, both the Association’s and the Board’s representatives shall exchange complete negotiations packages (i.e., fully-written proposals for a successor Negotiated Agreement) to be considered during negotiations, unless the parties mutually agree to utilize IBB. The complete negotiations packages shall serve as an agenda for all negotiations during the negotiations period, and no new items can thereafter be submitted by either side unless by mutual agreement. The parties shall also establish any other ground rules they deem necessary. If the parties agree to use IBB, they shall meet to discuss how to proceed, including development of the agenda for the IBB sessions.
  3. When individual items are tentatively agreed to, they will be reduced to writing, initialed by representatives from both the Association and the Board, and taken off the table.
- C. **MISCELLANEOUS**
1. Relevant data, supporting information, proposals and counterproposals will be presented. Each team shall bargain in good faith. Upon request, the Board and the Association agree to provide the other party with relevant data and supporting information within a reasonable time.
  2. Consultants may be used if deemed advisable by either party, at the requesting party’s expense. No more than two (2) consultants may participate unless otherwise mutually agreed to.
  3. Interim reports of progress may be made to the Association by its representatives. Interim reports may be made to the Board by its representatives.
  4. Good faith means the obligation of the Board, or its designated administrative representatives, and the representatives of the Association to meet at reasonable times and have a sincere desire to reach agreement for the ensuing year. The agreement of the Board and its representatives and the Association and its

representatives of a recognized teacher organization to meet for purposes of professional negotiations does not compel either party to agree to a proposal.

**D. AGREEMENT**

1. When tentative agreement on all items is reached between the two negotiation teams, the total agreement shall be reduced to writing and submitted to both the membership of the Association for ratification and the Board for approval.
2. When ratified by the Association and approved by the Board, the Agreement shall be signed by both the Board President and the Association President, and shall become binding on both parties and shall supersede any previous agreements.
3. Said Agreement shall not be altered in whole or in part unless by an instrument in writing, duly executed by both parties in accordance with this section.
4. Should any article, section, or clause of the Negotiated Agreement be declared illegal by a court of competent jurisdiction, the parties shall meet to renegotiate that article, section, or clause.

**E. AIDS IN NEGOTIATION**

1. Responsibility of the Bargaining Teams – The purpose of the bargaining procedure is to provide a means of obtaining agreement on issues submitted. In the event that agreement cannot be reached on all issues through the bargaining process, either bargaining team may declare impasse not less than sixty (60) days after the initial bargaining session or forty-five (45) days prior to the expiration of the Negotiated Agreement, whichever comes first, and within ten (10) days jointly request the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS).
2. Mediation – When the bargaining teams are unable to come to voluntary agreement in the collective bargaining process, either party may call for the help of a mediator.

Said mediator shall be obtained as soon as possible through the Federal Mediation and Conciliation Service.

The mediator shall be used as a means of bringing the two parties to agreement and shall have the following authority:

He/She shall call meetings; set a time and duration of said meetings; and set whatever ground rules he/she deems necessary. The assigned Mediator has the authority to recommend but not to bind either party to any agreements.

3. The negotiation procedures set forth in this Article supersede and take precedence over any inconsistent time limits or procedures set forth in O.R.C. 4117.14. Mediation, as described in paragraph E., 2., of this Article, constitutes the parties' mutually agreed upon exclusive dispute settlement procedure and shall operate in

lieu of any and all of the settlement procedures set forth in O.R.C. 4117.14. This Article does not diminish or preclude the legal right to strike provided that the procedures herein have been followed, mediation has been attempted and failed, the collective bargaining agreement has expired, and the Association has given the Board and the State Employment Relations Board a ten (10) day prior written notice of an intent to strike.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

Grievance – any claim by a teacher, teachers, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of the Negotiated Agreement.

Grievant – may be a teacher, teachers, Association officer, or designee of same. Days – shall refer to school days for this procedure.

B. **PURPOSE** – The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances of all professional personnel.

C. **INFORMAL STEP** – In the event of a grievance, a grievant must first informally discuss said grievance with the building principal or the lowest level administrator with authority to resolve the matter. When meeting with the administrator the grievant must state that this is the “informal” meeting required in the grievance process. The intent of the informal level is to attempt to resolve the issue before it becomes a formal grievance.

#### D. FORMAL STEPS

**Step I** – A grievant may file a grievance in writing to the principal within twenty (20) days of the occurrence of the event causing the grievance. The grievance form must set forth the date of the alleged violation, misinterpretation, or misapplication; the nature of the violation, misinterpretation, or misapplication; the specific provision(s) of the agreement that have been allegedly violated, misinterpreted or misapplied; and the relief requested. A meeting of the parties shall be held within ten (10) days of the grievance being filed. The principal shall respond in writing within seven (7) days of the meeting. Grievances not within the principal's authority may be initiated at Step II.

**Step II** – If the grievant is not satisfied he/she may within ten (10) days of receiving the principal's response appeal the grievance in writing to the Superintendent. A meeting of the parties shall be held within ten (10) days of this action. The Superintendent or his/her designee shall respond in writing within seven (7) days of the meeting. If no settlement can be reached at this level, the grievant may appeal to Step III.

**Step III** – If the grievant is not satisfied with the Superintendent's response, the grievant may submit the grievance to final and binding arbitration by filing a written notice with the Superintendent within twenty (20) days from the date of the Superintendent's decision. The Association will then submit the request for arbitration to the American Arbitration Association (“AAA”). The arbitration procedures shall be in accordance with AAA's voluntary rules and procedures. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement. The cost of the arbitration shall be borne by the losing party, except where the arbitrator divides the expenses differently. The decision of the arbitrator shall be final and binding on both parties.

E. **MISCELLANEOUS**

1. Copies of all grievances and responses in writing shall be given to the Association President. Grievances shall be maintained in a separate file by the Superintendent and not in the employee's personnel file. To the extent permitted by law, grievances shall be confidential to the grievant, administration, Board, and Association.
2. In the event the normal time limit might extend the grievance process into a new school year or if the parties mutually agree, it shall be submitted to expedited arbitration according to the AAA rules.
3. Related grievances involving the same party or parties, claim(s), provision(s) and/or arising out of the same set of facts or same occurrence will be consolidated for arbitration. If the parties cannot agree on consolidation, the first arbitrator selected will decide the issue of consolidation before hearing any of the case.
4. The Board and the Association may mutually agree to mediate a grievance prior to it being advanced to arbitration (i.e., Step III). If the parties elect to mediate a grievance, they shall use FMCS to identify a mediator.
5. No reprisal of any kind shall be taken against any participant in the grievance procedure.
6. The grievant and one (1) representative of the Association shall be released from their regular duties in order to participate in any professional grievance proceeding, including arbitration. Other teachers who the Association elects to present as witnesses (up to two [2] additional) at any such grievance/arbitration will also be released from their regular duties without loss of pay. Any additional members whom the Association may choose to participate must take an unpaid leave of absence or utilize personal leave in order to participate in the proceeding.

## ARTICLE IV

### ASSOCIATION RIGHTS AND DUTIES

- A. **VISITS/MEETINGS WITH TEACHERS** – The Association officers or representatives shall have the right to visit teachers in the schools. Such visits shall be made so as not to interfere with the District’s educational programs. The officers or representatives shall, except when in his/her home school, report to the school office prior to meeting with one or more teachers, unless a meeting has been scheduled as in B., below.
- B. The Board and the Association shall work cooperatively to maintain a clean, safe and healthy work environment. Staff members should bring any concerns in regard to these issues to the attention of their immediate supervisor or the building principal. Complaints with respect to this Paragraph may be addressed through the grievance process, but may not be advanced to arbitration.
- C. **USE OF BUILDINGS FOR ASSOCIATION MEETINGS** – The Association shall, upon written request and in a manner that does not interfere with other school functions, be entitled to schedule and hold Association meetings in the building of its choice. If such meetings require additional expense to the Board, the Association shall reimburse the Board for this expense.
- D. **BULLETIN BOARDS AND MAIL SYSTEM** – The Association shall be entitled to the use of one bulletin board in each school. Where possible, this bulletin board shall be in the teachers' workroom or school office, out of the ordinary path of students. The Association representative in each building shall be responsible for the posting and appearance of material on his/her respective building's bulletin board. The Association shall have the right to use the internal mail system and mailboxes for Association business.
- E. **USE OF EQUIPMENT** – The Association officers and representatives shall be entitled to use school office and audio-visual equipment so long as such use does not interfere with the normal school program. If such use creates an unreasonable materials expense for the Board, the Association shall reimburse the Board for this expense.
- F. **COPIES OF NON-CONFIDENTIAL BOARD RECORDS** – The Association President or representative, upon written request, shall receive copies of public records, which may include, but not be limited to, Board minutes and financial reports including appropriations resolutions, budgets, training and experience charts, and certificates of estimated resources.
- G. **RIGHT TO ADDRESS BOARD** – Upon prior, written request, the Association President or representative shall be granted a place on the Board's meeting agenda and time at such meeting to address the Board regarding Association or teacher concerns. This request shall be held in open and/or executive session with the Board, pursuant to the written request from the Association. Only topics permitted by Ohio Revised Code Section 121.22 and Chapter 4117 may be addressed in Executive Session.
- H. **SUPPORT OF BOARD** – The Association shall support and promote the reasonable rules, regulations, and goals established by the Board.

- I. **OBSERVANCE OF LAW** – The Association shall observe and obey applicable state and federal laws regarding the activities of an exclusive bargaining agent.
- J. **NO WORK STOPPAGE** – The Association shall not promote or facilitate any form of work stoppage for so long as this Agreement is in effect.
- K. **LABOR MANAGEMENT COMMITTEE** – The Labor Management Committee exists to foster a spirit of cooperation and in order to maintain open lines of communication between the Board and the Association. The purpose of the Labor Management Committee shall be to confer on all matters of mutual concern, to keep both parties informed of changes and developments caused by conditions other than covered by this Agreement, and to confer over potential problems in an effort to keep such matters from becoming major in scope. The Labor Management Committee is not the forum to discuss grievances or to negotiate or renegotiate contractual issues.

By September 30 annually, the Superintendent and Association President will schedule the tentative dates for up to two meetings to be held during the course of the school year. The first meeting of the school year shall occur on or before October 31, unless mutually agreed to have it at a later date. Additional meetings may be scheduled by mutual agreement.

An agenda of the proposed topics to be discussed, which may include but not limited to any concerns regarding curriculum and/or instruction, shall be exchanged between the parties ten (10) school days prior to the meeting. If neither party submits any topics, the meeting shall be canceled. Topics that pertain to individual employees or buildings must have been raised with the building principal or Superintendent prior to being brought as an issue to the Labor Management Committee. Members of the Labor Management Committee may freely express their opinions concerning the topics on the agenda.

The Association representatives shall be no more than five (5) members and shall have a representative from each of the three educational levels (i.e., elementary, middle school, high school). The Board representatives shall be no more than five (5) individuals. The members on each team must remain consistent throughout the school year.

Nothing contained in this provision shall limit either party from maintaining a course of administrative action or the Association from processing a formal grievance.

- L. **FAIR SHARE FEE** – All members of the bargaining unit shall, as a condition of employment, be required to pay a fair share fee to the Association in accordance with guidelines established in state law and as follows:
  - 1. The fair share fee shall be paid through membership in the Association or by separate payment via automatic payroll deduction for those teachers who do not join the Association within thirty (30) calendar days of their employment, and after no less than thirty (30) calendar days following their receipt of written notice of their duty to pay said fee, whichever comes last;
  - 2. The said written notice shall be hand-delivered or mailed by certified mail by the Board to all current and new employees in the bargaining unit within seven (7) calendar days following the effective date of their employment;

3. Acceptance of new or continued employment by the member of the bargaining unit shall constitute knowledge of this provision and acceptance that it is a part of his/her conditions of employment as is the entire Agreement;
4. The fee amount shall be set by the Association in August, and the amount set shall be communicated to the Board, which shall include a statement of this amount in said notice to the bargaining unit members;
5. Following the time period set above, the Association may cause the automatic payroll deduction of the fee for non-members of the Association who have not otherwise paid the fee by delivering the names of these persons to the Board Treasurer who shall proceed to deduct the fee and deliver it to the Association Treasurer in pro rata amounts over the next ten (10) pay periods, or the remaining pay periods of the work year, whichever is less;
6. If the fee payer alleges that the fee is improper under state law, he/she may file an appeal by giving written notice to the Association President of a desire for a hearing on the matter. Such appeal must be filed within two (2) weeks of the notice of the fee, or any claim shall be deemed to be waived by the fee payer;
7. All timely appeals shall be heard through the Association's internal procedures, and reductions or rebates shall be given for any expenditure in support of partisan politics or ideological causes not germane to the work of the Association in the realm of collective bargaining; and
8. Upon submission of proper proof of religious conviction, an employee may be exempted from the service fee under the standards and requirements of state law. The Association agrees to indemnify and hold the Board harmless from any costs, expenses, or judgments incurred as a result of the implementation and enforcement of this provision. The Association reserves the right to employ counsel to represent and defend any such claims made against the Board, provided, however, that the Board reserves the right to employ co-counsel at its own expense.

## ARTICLE V

### TEACHERS' RIGHTS AND DUTIES

- A. **TEACHER CONTRACT** – Each teacher shall be issued an individual written contract. This contract shall be in accordance with the Ohio Revised Code. A job description will be provided for teachers identifying their regular duties that they shall perform for the Board. The job description will be referenced in the teachers' employment contracts.
- B. **SUPPLEMENTAL CONTRACTS** – Supplemental contracts, as defined in O.R.C. 3319.08, shall be awarded in accordance with O.R.C. 3313.53 and will reflect the additional assignment, duties, and/or program responsibilities.
- C. **TEACHER YEAR** – The length of a teacher's regular contract year shall be no more than one hundred eighty-four (184) workdays, of which no more than one hundred eighty-one (181) days shall be student instructional days. NEOEA Day shall be part of the regular contract year and students shall not be in attendance (i.e., a day when school is not in session). Teachers shall have the option of attending NEOEA activities or utilizing the day for purposes of classroom preparation and work in their assigned buildings or classrooms.
- D. **CALAMITY DAYS/MAKE-UP DAYS** – When school is canceled due to adverse weather conditions or otherwise, unit members shall not be required to be in attendance, but shall be paid for such days as though they had actually worked. However, unit members are required to work on scheduled make-up days in order to complete a legal school year, but shall not be eligible for additional compensation for working on the make-up days. While the intended make-up days shall appear on the school calendar, the Board retains the right to change the make-up days after consultation with the Association.
- E. **TEACHER DUTIES** – In performing contractual duties, the teacher shall abide by and maintain applicable laws and the Board policies.
- F. **TEACHER DAY** – The length of the teacher day shall not exceed seven (7) hours, fifteen (15) minutes, including no less than a thirty (30) minute, duty-free lunch period.
- G. **COMPENSATION FOR COVERING ANOTHER TEACHER'S STUDENTS** – A teacher who assumes responsibility for another teacher's students upon an administrator's request during his/her conference planning time shall receive extra compensations at the rate of eighteen dollars (\$18.00) for each class or hour, whichever is shorter, involved, prorated for fractions thereof. In addition, study hall teachers shall receive the above compensation whenever they assume the responsibility for the students of two (2) additional teachers or a maximum of forty (40) additional students.
- H. **DUTY-FREE LUNCH/GUARANTEED PLANNING TIME** – Each teacher shall have, in addition to no less than a thirty (30) minute duty-free lunch period, a conference/planning time during each student day of no less than forty (40) minutes or the length of one normal class period, whichever is longer. If requested by an administrator in an emergency situation to provide student supervision, the teacher will receive compensation as outlined in G., above.

- I. **SPECIALISTS** – The Board should provide at all instructional levels teacher specialists in physical education, music, and art.
- J. **BUILDING BUDGETS** – The Board agrees to provide each building principal with an annual building budget. This information will be communicated to the staff at each building.
- K. **PLAYGROUND AIDES** – The Board should provide playground aides at the elementary level.
- L. **NON-RESIDENT STUDENT ATTENDANCE** – Board employed teachers who do not reside in the Ledgemont Local School District may have their child(ren) attend school in the District by applying through the Board’s Inter-District Open Enrollment Policy. If a teacher’s child(ren) are determined not to be eligible for attendance through, or are denied enrollment by operation of, the Policy, the child(ren) may still attend school in the District without paying tuition (i.e., the Board shall waive his/her/their tuition).
- M. **JOB DESCRIPTIONS** – The Association President will be notified of changes to job descriptions for all teachers and afforded the opportunity to provide input at least twenty (20) days prior to Board adoption. All teachers shall receive a copy of his/her job description upon initial hire and if it is changed by the Board.
- N. **PARENT COMPLAINTS** – If a parent brings a complaint concerning a bargaining unit member to the attention of the Administration, the building principal shall notify the staff member of the complaint in a private conference or meeting. If necessary, the teacher will meet with the parent within two (2) school days following the receipt of the complaint. The teacher may request a member of the Administration attend the meeting. Nothing herein shall prevent a parent from refusing to meet with a teacher concerning the parent’s complaint.

## ARTICLE VI

### **SALARY, SALARY SCHEDULE, AND FRINGE BENEFITS**

A. BASE SALARY      \$27,271.00

2014-2015 - LEA members shall receive a \$300.00 stipend, not on the base, in a separate check the second pay of the 2014-2015 contract year.

B. **TEACHER SALARY INDEX SCHEDULE AND PLACEMENT** – The Teacher Salary Index Schedule shall reflect the above base salary and shall be printed in its entirety in Appendix B of this Agreement. Teachers shall be placed on this schedule in accordance with the following:

1. Degrees or equivalent hours earned in excess of the minimum hours necessary to achieve status at one salary schedule column shall count towards movement to the next salary schedule column.
2. Years under a certificated/licensed employee's contract in this School District, with one hundred twenty (120) seven (7) hour days worked during one regular school term counting as one year, shall count towards years experience on the salary schedule.
3. Years under a certificated/licensed employee's contract in an accredited public or private school, in or out of the state of Ohio, other than in this district, with 120 seven (7) hour days or the equivalent of 840 hours worked during one regular school term in one school district counting as one year, shall count towards up to seven (7) years experience on the salary schedule. The Board, at its discretion, may recognize additional years experience.
4. Up to five (5) years spent in military service to the United States of America, with two hundred forty (240) full-time days, or the equivalent in any twelve (12) month period counting as one year, shall count as experience on the salary schedule. The Board, at its discretion, may recognize additional years of military service.

C. **SUPPLEMENTAL SALARY SCHEDULE** – The supplemental positions and the supplemental salary schedule is represented in Appendix C of this Agreement. The Board shall be free to add positions to the supplemental program, and to set the indexed pay for such added positions. The Board is not obligated to fill each listed supplemental salary position each year. No teacher shall be required to assume any reoccurring duties outside of the teacher day unless a supplemental contract for such duties is issued to and accepted by the teacher. Annually, all supplemental contracts shall be automatically non-renewed at the conclusion of each year without need for further notice from or action by the Board. Payment for supplemental positions shall be in accordance with Appendix C.

## D. **FRINGE BENEFITS**

1. Health Insurance – The Board shall provide the full-time teachers, single and family fringe benefit coverage with the Lake County Schools Council Healthcare Benefits Consortium, effective September 1, 2014 with three options. Employees choosing PPO Plan One will have a premium contribution of \$0 for single and family coverage. Employees choosing PPO Plan Two will contribute 7% of the premium per month, capped at \$42.98 for single coverage and capped at \$118.09 for family coverage. Employees choosing PPO Plan Three will contribute the Plan Two premium (as set forth above) plus the difference in premium costs between Plan Two and Plan Three per month, which totals \$97.94 per month for single coverage and \$249.73 per month for family coverage for the term of the Negotiated Agreement for health insurance. The Board will pay the difference in the premium cost. Coverages are set forth in Appendix D-2. Dental and vision insurance (see Appendix D-3) shall remain at the current levels for the term of the Negotiated Agreement. Selection of the carrier for these program(s) shall be at the discretion of the Board.
2. Insurance Committee – Effective January of each school year, there shall be formed a joint labor-management committee on insurance which shall meet monthly, or more often as deemed necessary or prudent by the committee. The committee shall be comprised of up to four (4) members designated by the Association and up to four (4) members designated by the Board of Education. This committee shall have the authority to evaluate, collect data, provide insurance education to members, explore insurance options, including multi-tier plan options, and make recommendation to the parties they represent on renewals and/or changes to the insurance programs offered to employees.

The Insurance Committee shall meet no later than May 26, 2014 to develop a recommendation for health insurance. After which, the bargaining teams will meet and if a recommendation by the bargaining teams is made, a Memorandum of Understanding will be developed for ratification by the parties.

### 3. **Section 125 Plan**

- a. The Board shall provide a Section 125 Plan that is designed to (a) allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis, and (b) allow employees to elect to receive additional cash in lieu of Board-paid health care coverage (as agreed to by the Board and the Association). In accordance with the foregoing, the Payment in Lieu of Insurance Coverage (below) provisions of this Agreement shall be made through the Section 125 Plan.
- b. The Section 125 Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Plan. The election to participate must be submitted to the Board

Treasurer during the month of September. Each newly hired employee may enroll in the Section 125 Plan within his/her first thirty (30) days of his/her contractual start date during his/her first year of employment only. The newly hired employee's Section 125 Plan year will begin the first of the month following the employee's election to intent to no longer participate as may be submitted during the following September. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the employee's circumstances that, in accordance with IRC Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Section 125 Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

**4. Payment in Lieu of Insurance Coverage**

- a. A full-time employee may elect not to receive the hospitalization/medical insurance coverage provided in paragraph D(1) above and instead elect to receive additional compensation of \$825 per year, (the year being October 1 through September 30), less applicable payroll deductions, to be paid with the first pay in October the following year. Part-time employees shall receive a pro-rated amount of additional compensation based on their percentage of work compared to a full-time employee.
- b. In order to elect this option and receive this additional compensation, the employee must, during the month of September in a given year complete, sign and file with the Board Treasurer a form indicating his/her election. Failure to submit the required form by the designated date shall result in a disqualification from payment in lieu of insurance as set forth herein. Once this election is made, it shall remain in effect and the employee shall not be entitled to receive the coverage that he/she elected not to receive for the duration of the one-year period. In the event of a change in the employee's circumstances after this election has been made, the employee may elect to receive the insurance coverage the month following notification. There shall be no pre-existing condition exclusion for any employee who re-enters the insurance program in paragraph D(1) above after originally electing not to participate in said program.
- c. Employees hired after the September election date may participate in this payment in lieu of insurance program on a prorated basis.
- d. If an employee selects payment in lieu of insurance provided in paragraph (a) as set forth above, but leaves active pay status at any point prior to the end of the contract year, the employee will be paid a pro-rated amount based upon the proportional amount of time he/she was in active pay status for the contract year.

5. **Life Insurance** – The Board shall provide at no cost to each teacher a standard term life insurance benefit in the face amount of fifty thousand dollars (\$50,000.00). This coverage shall include accidental death and dismemberment riders. The selection of the carrier of this policy shall be at the Board's discretion.  
The full terms and provisions of the fringe benefits program(s), including life insurance, shall be provided any teacher upon his/her request.
  6. **Part-Time Teacher Benefits** – Part-time teachers, if they so elect in writing, may subscribe to the fringe benefit package by reimbursing the Board, prior to the payment that is due, for a prorated fraction of the premium costs equal to the difference between part-time and full-time work.
- E. **SEVERANCE PAY** – Upon retirement under the Ohio State Teachers Retirement System, its successor, or equivalent, a teacher shall receive a one-time, lump sum severance payment equal to one-fourth of the teacher's accumulated, unused sick leave days times the teacher's per diem pay rate for the school year preceding his/her retirement, to a maximum payment of eighty (80) days. The severance payment will be made in the second pay of January in the year following retirement.
- F. **PAYROLL DEDUCTIONS** – Upon request from the teacher or Association, whichever is applicable, the Board shall, without charge, deduct from the teacher's pay on an equitable basis payments for:
1. United Education Profession dues, fees, and assessments, as established by the Association and authorized by the teacher's signature.
  2. Annuity programs payments for such annuity programs as are acknowledged by the Board and authorized by the teacher.
  3. Credit Union deductions as authorized by the teacher in accordance with reasonable Board guidelines.
  4. Political contributions, e.g., Fund for Children and Public Education deductions established by the Association and authorized by the teacher.
  5. A teacher will pay the teacher's required premium contribution by payroll deduction to the Board, with the Board paying the difference in the premium cost.
  6. The city and/or political subdivision tax of each teacher.
  7. Teachers, upon written request, may change deductions two (2) times a year during the months of September and March. Voluntary deductions may be cancelled at any time.
- G. **PAY PERIODS** – Each school year the teacher shall be paid every other Thursday (twenty-six pays annually), commencing on the second Thursday of each school year except when a holiday falls on that Thursday, and then on the previous, non-holiday day. In years in which January 1 falls on a Thursday, paychecks will be issued on Friday, January 2. All employees shall have their paychecks directly deposited (electronically) into a bank of their choice. Should twenty-seven (27) pay periods fall in any given contract year, the

Board and the Association shall mutually agree on an alternate method of distributing salaries to teachers. Teachers will receive pay stubs by mail during any time school is not in session at no cost to the teachers.

H. **TUITION REIMBURSEMENT** – Upon advance application and documentation of successful completion, (which shall be defined as a teacher receiving a minimum final grade of C or better for the course), the Board shall provide actual expense reimbursement for college coursework of three hundred twenty-five dollars (\$325.00) per semester hour to a maximum total of six hundred fifty dollars (\$650.00) annually. Such coursework shall be related to the teacher's area of certification/licensure or to new certification/licensure in the field of education. Coursework taken during the summer recess shall revert back to the previous school year. Coursework begun in the summer and carrying into the new school year or begun in the new school year shall count towards that new school year.

I. **BOARD SHELTERING OF EMPLOYEES' RETIREMENT CONTRIBUTION**

1. The Board shall implement the "pickup" of the teacher-required contributions to the State Teachers' Retirement System (STRS) and the Board Treasurer is hereby authorized to contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each employee's contribution to STRS in lieu of payment by such employee, and that such amount contributed by the Board on behalf of the employee shall be treated as deferred salary (i.e., as mandatory salary reduction) from the contract salary otherwise payable to such employee in cash.
2. The Board Treasurer will prepare and distribute an addendum to each employee's contract that states: (1) that the employee's contract salary is being restated as consisting of (a) a cash salary component, and (b) a "pickup" component, which is equal to the amount of the employee contribution being "picked-up" by the Board on behalf of the employee; (2) that the Board will contribute to STRS an amount equal to the employee's required contribution to STRS for the account of each employee; and (3) that sick leave, severance, vacation, appropriate supplemental, extended service pay and deduct rate (i.e., the salary reduction to be made due to absence) shall be calculated upon both the cash salary component and "pickup" component of the employee's restated salary.
3. The Board's total combined expenditures for employees' total contract salaries payable pursuant hereto (including "pickup" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this Section not been in effect (i.e., the sum of the cash salary and pickup components shall not exceed the employee's contract salary provided in the Salary Schedule). The Board shall compute and remit its employer contribution to STRS based upon total contract salary, including the "pickup." The Board shall report for Federal and Ohio income tax purposes as an employee's gross income said employee's total contract salary less the amount of the "pickup." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total contract salary, including the amount of the "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

4. This procedure is a salary reduction/salary restatement and not a purchase of employee retirement contribution by the Board.
5. It is the employee's sole responsibility to check with his/her annuity consultant to verify that this Section will not place an individual beyond the applicable legal limits. The employee bears complete responsibility for any fiscal penalty or fine enacted by the Internal Revenue Service ("IRS") and shall not hold the Board responsible for the employee's over-payment or fine.
6. The current taxation or deferred taxation of the pickup is determined solely by the IRS, and compliance with this Section does not guarantee that the tax on the pickup will be deferred. If the IRS or other governmental entity declares the pickup not to be tax deferred, this Section shall be null and void and the STRS contribution procedure in place prior to the effective date of this Section shall be in effect.

J. **TUTOR PAY** –The hourly rate for tutors shall be as follows:

<u>B.A.</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>
\$14.26	\$14.36	\$14.47	14.57

K. **TRAVEL PAY** – Teachers required to travel between schools shall be paid three dollars (\$3.00) per trip on days that travel is required. Payment shall be made quarterly.

## ARTICLE VII

### WORKING CONDITIONS

- A. **NONDISCRIMINATION** – The provisions of Board Policies and the wages, hours, terms, and conditions of employment will be applied in a manner that is not arbitrary, capricious, or discriminatory with regard to race, creed, religion, color, national origin, age, sex, marital status, or disability.
- B. **VACANCY DEFINED** – A vacancy will be defined as:
1. Death of a bargaining unit member;
  2. Retirement of a bargaining unit member;
  3. Resignation of a bargaining unit member;
  4. Extended leave of absence (for a full school year) of a bargaining unit member;
  5. Creation or restoration of a bargaining unit position;
  6. Non-renewal of a bargaining unit member;
  7. Termination of a bargaining unit member;
  8. Vacant or new supplemental contract positions if the position is to be retained.
- C. **FILLING OF VACANCY** – When a vacancy exists that the Board determines to fill, the Board shall post the vacant position on the District's web site for five (5) days and shall simultaneously send an all-staff e-mail (i.e., an e-mail to all teachers' school email addresses). Any interested employee may submit an application for the position and/or request a copy of the vacant position's job description from the Superintendent. The Board shall fill the vacancy with the individual it believes is the most qualified and suited to the position. If more than one teacher has applied for the same position, then the following will be considered when filling the opening. School year vacancies will be filled by Board discretion.
1. First consideration given to current employees applying for the position;
  2. Qualifications (certification/license);
  3. Seniority will be considered;
  4. The best interest of the School District as determined by the Superintendent.
- D. **ASSIGNMENT** – Teachers under contract during a school year will continue their teaching assignment for the following school year unless the contract is terminated. If a re-assignment/transfer becomes necessary, notification will be made as soon as possible. The administration will attempt to make notification at least fourteen (14) calendar days before the effective date. Notification will include school assignment, subjects to be taught, and/or grade level. All efforts will be exhausted to avoid school year transfers. If school year transfers become necessary, the Superintendent, prior to any action, will notify the LEA. Transfers will be made to positions for which the teacher is certified/licensed.
- E. **REQUESTS FOR SPECIFIC ASSIGNMENT** – Certificated/licensed staff members may request a specific assignment no later than April 30 of each school year to be effective the ensuing school year. A list of requests for assignments will be compiled in the Superintendent's office. This list will serve as a beginning basis for filling vacancies within the District. Every effort will be made to accommodate employee requests as outlined in

- C., above. Request for specific assignment forms are available in the Superintendent's office.
- F. **LIMITED CONTRACTS** – Teachers eligible for limited contracts will be granted contracts according to the following:
1. Teachers with zero (0) to three (3) years experience within the Ledgemont System will be granted a one (1) year limited contract.
  2. Teachers with four (4) or more years of experience within the Ledgemont System may be granted a two (2) year limited contract unless a one (1) year probationary contract is issued.
- G. **CONTINUING CONTRACTS** – Continuing contracts will be issued to qualified teachers annually no later than June 1, unless the Board determines not to reemploy the teacher or issues the teacher an extended limited contract in accordance with State law and procedures. The proper documentation, qualifying a teacher for continuing contract, must be submitted to the Board by April 1.
- H. **CLASS SIZE** – The administration will continue to make reasonable efforts to minimize class size in Kindergarten through 12th grade in order to meet State of Ohio minimum standards for instruction. The only exception will be for classes/programs that are naturally suited for large group instruction (i.e., band, chorus, etc.).
- I. **KINDERGARTEN ORIENTATION** – Kindergarten Orientation shall take place within the school calendar of the one hundred eighty-four (184) days.
- J. **NO CHILD LEFT BEHIND ACT – MID-TERM/INTERIM BARGAINING** – Notwithstanding any other provisions of this Agreement, the parties agree to interim bargaining, as set forth below, at the request of either the Board or the Association to bargain the effects of any changes relating to wages, hours, or other terms and conditions of employment required by the "No Child Left Behind Act" (NCLBA) and related state law. It is understood by the parties hereto that the legislation may require the Board, in the future, to modify its employment and/or personnel practices to conform with the federal mandate and comply with provisions of the NCLBA and its implementing regulations and related state law and regulations. If it becomes necessary for the Board to implement a change during the term of this Agreement relating to wages, hours, or other terms and conditions of employment, including the provisions of this Agreement and any established binding past practice, as a result of the NCLBA, the Board will notify the Association of the proposed implementation. Thereafter, the Association may bargain the effects of that proposed implementation with the Board only upon written demand to the Superintendent within twenty (20) days of the notification of the proposed implementation. Upon timely demand, the parties will engage in good faith bargaining for a period up to thirty (30) days, at which point, the parties may agree to extend bargaining for another thirty (30) days. In the absence of a mutual agreement and resolution of the matter, the Board may implement its last, best offer, which shall stay in effect for the remainder of the current Agreement and then sunset. The matter may then be negotiated from scratch during the next full round of bargaining at the initiation of either party. Failure of the Association

to make a timely demand for bargaining will be deemed a waiver of the right to bargain the effects of the proposed implementation.

The grievance procedure shall be the exclusive process for resolving disagreements arising under this Article with regard to the Board's compliance with the mid-term/interim bargaining procedures set forth herein.

## ARTICLE VIII

### LEAVE PROVISIONS

- A. **ASSOCIATION LEAVE** – The Association shall, upon written application, be granted up to four (4) days of paid leave time annually to be used by the Association President or designee in carrying out normal Association business, e.g., attendance at the OEA Representative Assembly. The Superintendent may grant additional leave days upon demonstration of need.
- B. **JURY DUTY LEAVE** – The Board shall pay an employee his/her regular compensation while he/she is serving on jury duty. The employee must submit proof of his/her attendance at jury duty.
- C. **COURT LEAVE**
1. If a teacher is subpoenaed by or on behalf of the Board to testify in any legal proceeding wherein the Board is a party, the teacher will be given leave at his/her regular rate of compensation and benefits for each day responding to the subpoena, which is also a regularly scheduled workday. Any witness fees received by the teacher (except mileage) in such an instance will be turned over to the Board.
  2. When an employee is required to be absent from his/her regular daily work schedule due to an appearance in court on behalf of the Board or arising out of his/her job-related responsibilities, he/she will be paid his/her regular compensation and benefits and will not be considered absent.
- Non-job-related court appearances, with the exception of jury duty, will be covered by the personal and general leave provisions of this Agreement.
- D. **MILITARY LEAVE** – Military leave will be granted teachers in accordance with Ohio and Federal law.
- E. **PERSONAL LEAVE** – Three (3) paid personal leave days per school year will be granted to all teachers, provided that the leave request is in the Board Treasurer's office on the ending day of the reporting period. Wherever possible, the teacher shall give at least two (2) days written notice to the administration of intent to use such personal leave. The Superintendent shall advise teachers when their requests for personal leave are approved. This leave cannot be used to extend a school recess or vacation period unless granted by the Superintendent. Personal leave shall not be requested, granted, or used for engaging in other employment. Personal leave may be limited to three (3) teachers per building on any particular day. These leaves will be granted on a first-applied, first-granted basis. This leave is designed to cover legitimate reasons for absence that are not covered by sick leave policy. Personal leave may be granted in one-half (1/2) or full day units. Unused personal days will be rolled into sick leave, unless the teacher notifies the Board Treasurer in writing by June 15 that he/she wants to be paid fifty dollars (\$50.00) per day for each unused personal leave day.

The reasons for which personal leave may be taken, with limitations as indicated, are as follows:

- |  |                                |
|--|--------------------------------|
| 1. Necessary personal or family business | 7. Real estate transaction     |
| 2. Medical                               | 8. Moving                      |
| 3. Legal                                 | 9. Death of a close friend     |
| 4. Religious                             | 10. Participation in a wedding |
| 5. Graduation                            | 11. Educational requirements   |
| 6. Honors convocation                    | 12. Emergency                  |

F. **PREGNANCY DISABILITY/CHILD CARE LEAVE** – In the event of a teacher's pregnancy, birth of a child, or adoption of an infant, and where recommended by a medical doctor, a teacher shall be granted paid sick leave in accordance with the doctor's recommendation and the sick leave provisions in this Agreement.

G. **MATERNITY/PATERNITY/ADOPTION LEAVE**

1. Leave without pay may be granted teachers requesting maternity, paternity, or adoption leave, hereinafter referred to as parental leave. The initial leave may be for up to one (1) year. Upon timely reapplication, the leave may be extended for up to one (1) additional year at the Board's discretion. Timely shall be defined as within 30 days of employee's scheduled return date.
2. Application for parental leave should be made at least forty-five (45) days prior to the beginning of such leave. Such leave shall commence with the delivery of a baby or adoption of a child four (4) years of age or younger. Under extenuating circumstances, the Superintendent may extend the age restriction.
3. Teachers on these leaves may continue their hospitalization and other benefits for the duration of said leave provided they reimburse the Board the premium cost. These teachers shall notify the Board Treasurer's office in writing of their decision to continue these benefits and shall forward to the Board Treasurer, monthly or bimonthly as required, advance payment for those fringe benefits they elect to continue. Benefits shall be discontinued in accordance with law in the event the employee fails to provide advance payment.
4. If the teacher returns from leave at the conclusion of the initial leave period (i.e., within one (1) year), the teacher shall be entitled to reinstatement to the same position. If the position no longer exists, he/she shall be entitled to reinstatement to an equivalent position. If the teacher returns after an extended leave (i.e., after more than one (1) year), the teacher shall be entitled to reinstatement to the same or equivalent position.
5. Reinstatement from said leaves shall be at the date stated on the application request and should be at the beginning of a school semester. If a teacher desires to return to active service prior to the stated date in the application for leave, the teacher may do so with the approval of the Superintendent.

6. The schools recognize that although pregnancy is not in itself a disability, it can contribute to a disability. Disability due to pregnancy or childbirth shall be considered on the same terms and conditions as applied to other temporary disabilities and shall require a physician's verification.
- H. **GENERAL LEAVE OF ABSENCE** – Upon request, a teacher may be granted at least one general leave of absence. This leave shall be unpaid and subject to beginning and ending dates coinciding with the school year unless waived by the Board. Application for such leave shall be made in writing as early as possible. During a long-term leave, the teacher shall be allowed to maintain some or all, at the teacher's choice, of the Board's fringe benefits provisions by reimbursing the Board in a timely manner for the actual costs of these provisions. This leave may not be used for other gainful employment. The teacher must notify the Superintendent by April 1 of his/her intention as to whether he/she will be returning for the following year.
- I. **SICK LEAVE** – Each teacher shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. The maximum accumulation shall be three hundred twenty (320) days. Newly hired teachers and existing teachers who have exhausted their accumulated sick leave shall be entitled to an advancement of five (5) days of sick leave each year, to be charged against the sick leave the teacher subsequently accumulates that school year. Teachers must reimburse the Board for any advancement not subsequently earned; any such amounts will be deducted from the teacher's final pay in accordance with state and federal wage laws. Sick leave may be used to cover personal illness, injury, pregnancy (see Pregnancy Disability/Child Care Leave in this Agreement), exposure to contagious disease, medical appointments, and illness or death in the immediate family. Immediate family shall include the teacher's spouse, children, parents, grandparents, grandchildren, brothers, sisters, foster children, and similar relatives by marriage, and other persons who live in the teacher's residence and for whom the teacher has assumed a reasonable responsibility for care. Depending upon the circumstances, the Board may request the employee to return from leave at the start of the next semester or school year. Falsification of a sick leave form is grounds for suspension or termination of employment under O.R.C.3319.16.
- J. **SICK LEAVE BANK**
1. A sick leave bank will be created if at least fifty percent (50%) of the bargaining unit members indicate a willingness to participate as set forth herein. In order to be eligible to participate in the sick leave bank, a bargaining unit member must execute a written notice to the Board Treasurer indicating his/her authorization to deduct three (3) days of his/her accrued sick leave to the bank effective September 15 of the first year of participation. Upon receipt of the notice, the Board Treasurer shall deduct three (3) days from the employee's sick leave account. Thereafter, if the total number of days in the bank drops below thirty (30), each bargaining unit member who wants to continue to participate must donate another one (1) day to the bank. New bargaining unit members do not have to contribute to be eligible during their first year of employment, but must contribute three (3) days thereafter to be eligible to participate. Members who do not initially elect to participate may decide to participate effective September 15 of each year by making the initial contribution of three (3) days.

2. A bargaining unit member who elects to participate in the sick leave bank as set forth above shall be eligible to receive up to thirty (30) additional days of sick leave from the sick leave bank if (a) he/she is absent for thirty (30) days or more due to a catastrophic or long-term illness or injury of the member, and (b) the member has exhausted all of his/her accumulated sick leave and the five (5) days advanced by the Board. The thirty (30) days is a lifetime maximum.
  3. A bargaining unit member who qualifies as set forth above shall automatically receive up to thirty (30) days from the sick leave bank without having to complete any further documentation, provided he/she has previously supplied the Board with medical certification justifying his/her long-term use of sick leave.
- K. **ASSAULT LEAVE** – Assault leave will be granted to a teacher who is absent due to physical disability resulting from a physical assault that occurs while the teacher is acting within the scope of his/her assigned duties. When assault leave is granted, the employee will be maintained on full pay status and the leave will not be charged against earned or earnable sick leave. Assault leave may be granted for a period up to the remainder of the school year during which the assault occurred. Additional days may be granted at the discretion of the Superintendent who may request an examination by a physician of the Board’s choice. The following procedures govern the use of assault leave:
1. A teacher who has been physically assaulted in connection with the performance of his/her duties shall notify the building principal immediately.
  2. The teacher must furnish a signed statement on forms provided by the Board to justify the use of assault leave. Said statement shall completely describe the circumstances and behavior of all pertinent parties. The statement must be filed with the Superintendent within five (5) working days of the alleged assault unless the employee is incapacitated - then as soon as possible.
  3. The teacher must also, if medical attention is required, furnish a certificate from a licensed physician stating the nature of the disability and its estimated duration before assault leave can be approved for payment. The Superintendent may request additional information from the teacher to substantiate the need for an extension of the leave.
  4. A teacher receiving assault leave agrees to give written and/or verbal testimony to assist the Board and the administration as necessary to ensure appropriate disciplinary action is taken against the attacker, as well as agrees to file charges with the appropriate authorities. If court action results, said teacher shall be granted leave of his/her professional duties and a qualified substitute provided without loss of pay, and no deductions will be made from his/her sick leave.
  5. Whenever feasible, a teacher, disabled as a result of a physical assault, shall be returned to the same or equivalent position as held at the time of the incident.
- L. **PROFESSIONAL LEAVE** – Each teacher shall be entitled to at least one paid professional leave day per year. Written application for such leave must be made at least ten (10) days prior to the date of the leave, and such leave shall be for purposes of

observing another teacher, in or out of the District, perform in an area related to the teacher's present or forthcoming assignment, or for participating in an educational workshop or seminar. The Board will reimburse teachers for reasonable expenses of up to fifty dollars (\$50.00) for professional leave requested according to the procedure outlined above. At its option, the Board may also elect to defray other reasonable expenses incurred under this leave. If the Administration requests a teacher to attend a professional conference, seminar, or workshop, these days shall not be counted against the professional leave day.

The Administration reserves the right to limit the number of professional leaves granted on any particular day.

If the Superintendent approves a request by a teacher to attend a professional conference, seminar, or workshop other than the one day professional leave cited above, the teacher may have the actual cost for registration, housing, and travel reimbursed by the Board unless otherwise stipulated on the Leave Request Form. Meals included as part of registration shall also be reimbursed by the Board.

M. **BEREAVEMENT LEAVE** – Teachers are entitled to up to five (5) days of paid bereavement leave per year. Such leave may be used upon the death of someone in the teacher's immediate family for attending the funeral and such other activity as is necessary during such time. No loss of sick leave shall occur when an individual uses bereavement leave pursuant to this provision. If additional leave days are needed, the teacher may also use a reasonable number of sick leave days, if he/she has them available for such use. Immediate family shall include the teacher's spouse, children, parents, grandparents, grandchildren, brothers, sisters, aunts, uncles, similar relatives by marriage, and other persons who live in the teacher's residence and for whom the teacher has assumed a reasonable responsibility for care.

N. **SABBATICAL LEAVE**

1. A teacher who has completed ten (10) years of service, shall, upon written request at least sixty (60) days prior to the leave initiation date, be entitled to take a leave of absence with partial pay, for one or two semesters subject to the following restrictions: The teacher shall present to the Superintendent for approval a plan for professional growth that calls for full-time study related to public education and at the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the District at the end of the leave for a period of up to one (1) year unless the teacher has completed twenty-five (25) years of teaching in this state. The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than one professional staff member at any one time nor allow a part salary in excess of the difference between the replacement's cost and the teacher's cost, nor grant a leave longer than one school year, nor grant a leave to any teacher more often than once. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule. Leaves shall be granted on a first-applied, first-granted basis.

2. If possible, members of the instructional staff returning from sabbatical leave shall be returned to the same assignment held prior to such leave.

3. An employee on sabbatical leave shall receive compensation that is the difference between the substitute's salary and the employee's compensation who is on the sabbatical leave. If the cost of the substitute's benefits are less than the cost of the employee's benefits, then the employee may apply the difference in cost to be provided to his/her insurance benefits if he/she desires.

**O. MEDICAL LEAVE (UNPAID)**

1. Medical leave of absence shall be granted in accordance with O.R.C. 3319.13 upon proper application of a teacher who has exhausted his/her accumulated sick leave and is still unable to return to work. Such application shall include a doctor's certificate indicating both the necessity for such leave and the anticipated date of return, and shall be made no less than ten (10) days prior to the exhaustion of sick leave.
2. Such leave shall commence on the day the accumulated sick leave is exhausted and the employee has no earnings due.
3. Such leave shall be for not less than the balance of the current school year or current school semester, whichever is shorter, and will not exceed a maximum period of two (2) consecutive school years.
4. Teachers on medical leave may continue any and all fringe benefits by forwarding to the Board Treasurer, monthly or bimonthly, as required, advance payment for those fringe benefits they elect to continue. Such election shall be made in writing.
5. A teacher on medical leave who intends to return to work shall notify the Superintendent in writing of such intention and of the intended date of return and shall file an application for reinstatement by April 1 if the intended date of return is the beginning of the next school year or by December 1 if the intended date of return is the first school day of the second semester. Such application shall be accompanied by a doctor's statement indicating the employee is reasonably anticipated to return to work on the intended date. On the date of the employee's return, if the application for reinstatement is granted, the employee shall submit a doctor's statement certifying the employee's medical fitness to carry out assigned duties and responsibilities.
6. A teacher returning from medical leave will assume his/her previous contract status.

**P. FAMILY MEDICAL LEAVE ACT (FMLA)**

1. An eligible bargaining unit member is entitled to FMLA Leave in accordance with the "Family and Medical Leave Act of 1993" (as amended) and its implementing regulations. For purposes of this section, twelve (12) month period is defined as the twelve (12) month period measured forward from the date a teacher's first FMLA Leave begins (i.e., the leave year is specific to each teacher). A teacher would be entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date FMLA Leave is taken. The next twelve (12) month

period would commence the first time FMLA Leave is taken after the completion of any previous twelve (12) month period.

2. **FMLA Leave may be used for:**

- a. Birth and/or care of a newborn child of the employee, within one year of the child's birth;
- b. Placement with the employee of a child for adoption or foster care, within 12 months of the child's placement;
- c. The employee is needed to provide physical and/or psychological care for spouse, child or parent with a serious health condition;
- d. The employee's own serious health condition makes him/her unable to perform the functions of his/her job;
- e. Qualified Exigency Leave; and
- f. Military Caregiver Leave.

3. This leave shall be unpaid except to the extent the employee has paid sick leave, personal leave, or vacation available.

The twelve (12) workweeks include the time on sick leave as provided above, unpaid "child rearing" leave, or unpaid medical leave.

4. All group health insurance benefits shall be maintained and paid for by the Board during the FMLA Leave as if the employee was not on leave.
5. Upon return from FMLA Leave, the employee will be assigned to the same or substantially equivalent position.
6. When the FMLA Leave is foreseeable, the employee must notify the Superintendent of his/her request for leave at least thirty (30) days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the District's operations.
7. This section is not intended to deprive an employee of any greater right contained in any other section of the Negotiated Agreement or of State or Federal law.
8. Because Sections 1. to 8. are provisions of Federal law and have been included in this Negotiated Agreement for clarification, these sections are not subject to grievance pursuant to Article II.

## ARTICLE IX

### TEACHER EVALUATION/PERSONNEL FILE

The Board and Association acknowledge 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.

The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, removal, reduction or recall of any teacher until one year of data has been collected and one evaluation has been completed.

#### A. APPLICATION

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

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.
2. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing content-related student instruction.
3. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing content-related student instruction.
4. Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

#### B. TRAINING

1. Training on the evaluation framework and system will be provided, at Board expense, for all credentialed evaluators prior to the implementation of the evaluation framework.
2. **Evaluators**
  - a. All evaluators shall be a Ledgemont administrator who has successfully completed the state mandated credentialing training on the evaluation model. The Special Education Director may evaluate intervention specialists.
  - b. Except as provided in paragraph (a) as it relates to intervention specialists, teachers shall be evaluated by their building principal unless the teacher is notified otherwise in writing five working days before the first observation.

The assigned administrator shall complete the entire evaluation process. In the event of a prolonged absence of the administrator, another evaluator will be assigned.

- c. An evaluator shall be selected by the teacher from a district approved list for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.

## C. **DEFINITION OF OBSERVATION AND EVALUATION**

1. An Evaluation shall be defined as one pre-observation meeting before the first observation, one observation, one post-observation meeting, and a second observation. A summary evaluation meeting shall be held after the Evaluation process is completed. The second observation will be discussed at the post-observation meeting. No bargaining unit member shall be Evaluated (as defined above) more than once per school year, absent those being considered for non-renewal. At least three walk-throughs will also be conducted.
2. A teacher's performance shall be assessed based on criteria set forth in the state model.
3. Walk-throughs that are deemed a part of this evaluation process must be conducted in accordance with the definition/process set forth in this Article/Section.
4. The Evaluation, including the summary Evaluation meeting, shall be completed by May 1. The Evaluation Report shall be provided by May 10.
5. Teachers rated "accomplished" will be Evaluated every other year.
6. If the Board enters into a limited contract or extended limited contract with the teacher pursuant to section 3319.11 of the Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ the teacher pursuant to division (B), (C)(3), (D) or (E) of that section.
7. The Board will use the state evaluation forms attached as Appendix F.

## D. **OBSERVATIONS**

### 1. **Schedule of Observations**

Two (2) formal observations shall be conducted to support each Evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes.

A post-observation conference will be held within 10 working days of the first observation unless the administrator or teacher is absent or another time is mutually agreed upon by the parties. There will be at least four (4) weeks between the post

conference and the second observation, unless mutually agreed upon to occur earlier.

In the event that an observation is cancelled, it will be rescheduled with the mutual agreement of the parties as to time and date.

If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted at the discretion of the administration and with prior notice to the teacher or at the reasonable request of the teacher.

**2. Pre-observation Meeting**

A pre-conference will be held between three (3) and one (1) working days prior to the first observation in order for the teacher to explain plans and objectives for the lesson and provide copies of the lesson plan and materials to the evaluator.

Between three and one working days prior to the second observation, the teacher shall provide via email lesson plan and materials for the second observation to the evaluator.

**3. Observation of Teacher Performance**

- a. All monitoring or observation of the performance of the teacher during the observation process shall be conducted with the teacher's knowledge. No audio or video devices shall be used.

**E POST-OBSERVATION CONFERENCE AND REPORT**

- 1. A post-observation conference will be held with the teacher after the first observation. The conference shall be conducted within ten (10) working days of the first observation, unless the administrator or teacher is absent or another time is mutually agreed to by the parties.

**F. WALK THROUGHS**

- 1. Walk-throughs are conducted as follows:
  - a. The walk-through shall be less than fifteen (15) consecutive minutes in duration.
  - b. A copy of the walk-through form will be provided to the teacher within three (3) working days of the walkthrough.
  - c. Walk-throughs shall be conducted by the assigned evaluator.

**G. WRITTEN EVALUATION**

- 1. After the second observation, the observations will be consolidated into the written Evaluation report on the Evaluation Form and shall be given to the teacher as soon as

reasonably practical, and no later than May 10. A summary evaluation conference shall be held between the teacher and evaluator by May 1.

2. The teacher has the right to make written response, which can include supporting data or materials, to the evaluator within 5 working days and to have it attached to the Evaluation report which is placed in the personnel file. A copy signed by both parties shall be given to the teacher.
3. 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.

#### **H. IMPROVEMENT PLAN**

Teachers with below expected levels of student growth and/or an ineffective rating will develop an improvement plan with their credentialed evaluator.

##### **1. Definitions**

- a. Improvement Plan is a clearly articulated assistance program for a teacher whose performance on key professional indicators has been documented to be ineffective by the evaluator.
- b. Timeline: A minimum of a six week period of time given to the teacher to meet the requirements, target dates and dates of review of the plan.
- c. Assistance: The evaluator is responsible to assist the teacher in correcting identified deficiencies.

##### **2. Improvement Plan**

- a. The evaluator, in collaboration with the teacher, will formulate the improvement plan.
- b. The improvement plan, as outlined in this document, details:
  - (1) Rubric Specific performance expectations, resources and assistance to be provided.
  - (2) The district will provide for the reasonable allocation of financial resources to support professional development.
  - (3) Reasonably sufficient time and duration, as to allow the teacher to improve performance.

#### **I. NON-RENEWAL**

The Board of Education shall notify any teacher being considered for non-renewal for the next school year in writing by June 1.

**J. PROFESSIONAL GROWTH PLAN**

1. Professional growth plans shall be developed as follows:
  - a. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator from a district approved list for the next evaluation.
  - b. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator.
2. The Board shall provide for appropriate professional development.

**K. DUE PROCESS**

Failure of the administration to complete the requisite evaluations in a timely manner due to the teacher being absent from work shall not prevent the Board from non-renewing the teacher.

**L. COMMITTEE**

A Committee to evaluate and give recommendations to the administration on student growth measures for the 2014-2015 school year shall be formed with equal representation of the LEA and Administration. LEA members shall be appointed by the President and shall have attended student growth measure training. LEA members shall serve on a voluntary basis by appointment by the president. Should administration not implement the committee recommendations, its rationale shall be communicated in writing to the committee members, which shall not be challengeable through the grievance procedure.

All employees not included in the above Evaluation model shall be evaluated with the current evaluation referenced in paragraph M below.

- M. PURPOSE** – Teacher evaluations not required to be done within the parameters of R.C. 3319.111 and R.C. 3319.11 shall be conducted in accordance with board policy, except failure of the administration to complete the requisite evaluations in a timely manner due to the teacher being absent from work shall not prevent the Board from non-renewing the teacher.

- N. PERSONNEL FILES** – The Board will, at the time of their placement in the file, allow a teacher to review any and all materials placed in his/her personnel file. Except for anecdotal notes that are kept for his/her own use, no administrator or Board member shall keep files unknown to the teacher. Unless such anecdotal records are made known to the teacher in a timely fashion, and thus, become a part of the teacher's personnel file, they may be shown to no other third party except as required by law. Anecdotal records shall not be placed in a personnel file. The teacher has a right to attach to any item in his/her personnel file as his/her own statement. A teacher has a right to review his/her personnel file upon request any day s/he chooses. A teacher has the right to a copy of any item in his/her personnel file following such review. When material is reviewed or copied, a reference sheet shall be

added to the folder indicating the date and time of review and/or copying, the material copied, and the individual's signature.

The Board shall require identification of anyone (excluding Administration and Board office personnel) requesting to review an official personnel file. An employee will be notified if his/her file is being reviewed by anyone (excluding Administration and Board office personnel) and provided the opportunity for the employee or a designee of the employee's choice to be present, if desired. The Superintendent shall determine who will be present at the viewing of the file, the employee or the employee's designee, along with the Superintendent or his/her designee. Nothing herein shall delay the Board's compliance with state public records laws. Documents not considered public record pursuant to the law shall be removed from the file prior to anyone other than the teacher or Board personnel viewing the file.

- O. **TEACHER REPRESENTATION** – A teacher has the right to representation of his/her choice for any conference, meeting, or hearing with the administration or Board at which he/she reasonably believes disciplinary action is going to be taken or could result there from. Upon request for such representation the teacher shall be afforded reasonable time and opportunity to secure the representation, e.g., conferences, meetings, etc., will be set at a time, place, and date that allows the teacher to be represented. In an emergency situation that cannot be reasonably delayed, the administration may deny a request for representation only to the degree necessary to overcome the emergency, at which time proceedings would be recessed until representation is secured, above.

## ARTICLE X

### REDUCTION IN FORCE

- A. When the Board finds it necessary to conduct a Reduction in Force (“RIF”), i.e., to eliminate positions in the bargaining unit for the reasons set forth in R.C. 3319.17, and to subsequently fill available positions, it shall follow the procedures herein.
- B. When possible, RIF shall be done by not filling positions vacated by retirement, resignation, or other causes beyond the control of the Board.
- C. Any teacher to be suspended due to RIF shall at least thirty (30) days advance written notice of the action, if reasonably possible, and, if not, as much advance notice as is possible.
- D. Suspension of teacher contracts due to RIF shall be conducted by seniority in the district for teachers with comparable evaluations, and in accordance with the procedures contained in R.C. 3319.17.
  - 1. Employees on limited contracts shall be reduced first utilizing the following order:
    - a. Certification/Licensure within the affected teaching field.
    - b. Comparable evaluations as defined below.
    - c. When evaluations are comparable, or if the RIF involves a non-OTES bargaining unit member, seniority in the district shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
  - 2. Should the necessary reduction exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:
    - a. Certification/Licensure within the affected teaching field.
    - b. Comparable evaluations as defined below.
    - c. When evaluations are comparable, or if the RIF involves a non-OTES bargaining unit member, seniority in the district shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field being the first to be suspended.
- E. **Comparable Evaluations**

Suspension of contracts and recall of eligible bargaining unit members whose contracts have been suspended pursuant to a RIF, will not be based on seniority, except in circumstances when choosing between OTES evaluated teachers with “comparable evaluations” or non-OTES teachers. The application of the term “comparable” as applied to teacher evaluations shall be based on the following:

- 1. For the 2014-2015 school year, all teachers shall be comparable to one another for the purposes of Reduction in Force.

2. Where teachers possess comparable evaluations, a teacher with certification/licenses for more than one position in the bargaining unit shall not have his/her contract suspended unless he/she is the least senior teacher for every such position. Otherwise and where teachers possess comparable evaluations, he/she shall be transferred so that the least senior teacher is subject to RIF.

To complement those provisions, the Board will take the following steps:

1. Teachers on suspended contract shall have first recall rights, in reverse order of a RIF, for any position that opens for which they are certified/licensed provided that they possess comparable evaluations to all other teachers on the recall list who possess the required certification for the position for which the teacher is being recalled.
  2. When a position for which a teacher on suspended contract is certificated/licensed opens, the Board will make a reasonable and timely effort to notify the teacher of the recall. This will be done by phone, certified letter, and such other viable means as are available. From the date of receipt of such notice:
    - a. The teacher shall have five (5) calendar days to notify the Superintendent of his/her acceptance of the recall and shall have a total of twenty (20) calendar days to report to work.
    - b. Failure to provide written acceptance and report to work within that twenty (20) calendar days period may be deemed as a forfeiture of the teacher's rights to this and future recalls and other rights provided in this Agreement.
    - c. If the Superintendent has not received notice from the teacher of acceptance within ten (10) calendar days of the mailing of the recall notice, the Board may offer the position to the next person subject to recall, and if none, to the person of its choice.
    - d. In such a case, if the teacher subsequently provides the requisite five (5) days notice of acceptance, he/she is not entitled to the position in question, but he/she does not forfeit future recall and other rights provided in this Agreement.
    - e. If a teacher turns down a job that is equal to his/her prior assignment in the District, he/she will be removed from the recall list.
  4. A teacher on suspended contract is entitled to maintain medical fringe benefits provided in this Agreement through COBRA.
- F. Seniority shall be defined in this Agreement as the greater length of service from the teacher's most recent date of hire, with no length of service gained, but no break in service counted for approved unpaid leaves taken since that most recent date of hire. Periods of

time on suspended contract shall count towards seniority. For individuals who possess comparable evaluations, for purposes of RIF, suspension, and recall, continuing contract status shall automatically be considered greater seniority than limited contract status, regardless of service time. For individuals who possess comparable evaluations, if seniority is equal, retention shall be determined by keeping the teacher who first secured his/her continuing contract and, if not applicable, who first signed his/her initial contract during this length of service with the Board, and if not applicable, whoever wins in the flip of a coin by an impartial party, in the presence of the teachers affected, or their designees.

- G. Teachers whose contracts have been suspended shall remain on the recall list for twenty-four (24) months.

## ARTICLE XI

### LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

- A. The Ledgemont Local School District will maintain one LPDC having a District-wide scope. The LPDC will have five (5) members comprised of two (2) administrative members appointed by the Superintendent, and three (3) bargaining unit members appointed by the Association's Executive Committee.
- B. All LPDC members will serve staggered two (2) year terms.
- C. Administrative vacancies will be filled by the appointment of the Superintendent. Association vacancies will be filled by the appointment of the Association's Executive Committee. The Administration and the Association shall determine the method(s) of recalling or replacing their respective LPDC members.
- D. A quorum shall be three (3) of the five (5) members in order to conduct LPDC business. The quorum shall be two (2) teachers and one (1) administrator.
- E. The LPDC shall determine its meeting schedule and shall post its schedule no later than September 10 of each school year. LPDC meetings shall be held on a monthly basis, with regular dates to be chosen by the LPDC at the beginning of each school year. Meetings will be scheduled after the school day or after the regular school year.
- F. LPDC members shall be afforded the opportunity to attend Board-paid trainings on the purpose, responsibilities, functioning, and legal requirements of the LPDC. If training is available during the workday, committee members shall be given paid released time by the Board to attend.
- G. Each LPDC member shall be paid a stipend of two percent (2%) of the base salary or five hundred dollars (\$500.00) per year, whichever is larger, to be dispersed on the last pay date in June in a separate check except that the Chairperson and Secretary shall receive two and one-half percent (2.5%) of the base salary. Any LPDC member that misses more than two (2) meetings shall have deducted fifty dollars (\$50.00) per meeting missed thereafter.
- H. The LPDC shall approve all CEU programs and coursework for all certificated/licensed employees, with the exception of the Board Treasurer, as well as other activities that may provide CEUs and the LPDC shall establish the criteria for the above programs. For an administrator's IPDP and/or course approval, the LPDC shall have a voting majority of administrators.
- I. APPEALS PROCESS – The LPDC shall annually establish and publish an appeal process. The appeal process shall include at a minimum the following:
  - 1. Reconsideration – If an educator disagrees with a LPDC's decision, the educator should be given the opportunity to meet with the LPDC in person to discuss the IPDP and to discuss his/her case. This discussion will also serve to help the educator gain an understanding of the perspective of the LPDC.

2. Third Party Review – If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party should review the decision. The third party reviewer may consist of a panel made up of one licensed educator selected by the LPDC, one licensed educator selected by the educator, and one licensed educator agreed upon by the other two. This panel would then be charged with reviewing the LPDC’s decision and either upholding it or overturning it.
- J. The LPDC shall also serve as the District’s Master Teacher Committee.

## ARTICLE XII

### **DISTRICT REORGANIZATION OR CONSOLIDATION**

The Board will follow state statutes in regards to district reorganization or consolidation.

If the successor employer already recognizes a union that is an affiliate of the OEA, then the transferred employees will be considered to be added to the existing bargaining unit. The reorganization/consolidation will follow the procedures outlined in O.R.C. 3319.18.

## **ARTICLE XIII**

### **ACADEMIC FREEDOM**

Each teacher shall have academic freedom within the bound of the prescribed curriculum and reasonable Board and Administrative rules and regulations.

## ARTICLE XIV

### **MENTORING/ENTRY YEAR PROGRAM** **RESIDENT EDUCATOR PROGRAM**

- A. DEFINITION – The Resident Educator Program is designed for beginning teachers and provides them with the coaching, mentoring and guidance that is critical to improving their skills and knowledge and enhancing student achievement. The Board will administer the four year Resident Educator program. Successful completion of the program is required for a teacher to advance to a five (5) year professional educator license.
- B. The administration shall make every effort to match the mentor and the Resident Educator’s subject area or building.
- C. MENTOR QUALIFICATIONS – Unless otherwise agreed upon by the Association President and Superintendent, mentors shall have a minimum of five (5) years teaching experience and at least three (3) years teaching experience in the District and be trained through the Ohio Department of Education’s Instructional Mentoring program. Master teachers and National Board certified teachers will be given preference. The district shall pay for mentor training.
- D. APPLICATION PROCESS – Any teacher wishing to be a mentor shall notify the Board office. Acceptable applicants shall then be a part of a pool of available mentors from which the Committee will make pairings. Being a mentor shall be voluntary provided that sufficient individuals volunteer. An external mentor may be assigned by the administration in cases where there are not sufficient volunteers.
- E. CONFIDENTIALITY OF THE MENTORING PROCESS – No mentor shall share any information about the entry-year teacher Resident Educator with any administrator. The role of the mentor is strictly formative and shall not be evaluative in any way.
- F. MENTOR RESPONSIBILITIES
1. Works in a confidential, candid, and supportive relationship.
  2. Assists Resident Educator in refining teaching practices.
  3. Assists Resident Educator in understanding the learning needs of all students, especially students at risk, those with special needs, and those from diverse cultural and linguistic background.
  4. Assists Resident Educator in enhancing their content expertise and their access to training in their subject matter area.
  5. Assists Resident Educator in applying classroom management and discipline strategies.
  6. Provides timely feedback and is highly accessible to the Resident Educator.

7. Facilitates and participates in sharing among Resident Educators and mentors.
8. Facilitates Resident Educator observing mentor teachers and other experienced, exemplary teachers in teaching situations and structures of their classrooms.
9. Assists Resident Educator in utilizing educational technologies.
10. Supports and facilitates meaningful parent and community involvement in and with the school.
11. Participates in an ongoing and annual assessment of the mentor teacher program and other aspects of the Resident Educator support system.
12. Is to function as a mentor but does not supervise. Shall not participate in the evaluation of the Resident Educator.
13. Is willing to participate in training, if not already trained.

G. **LOG OF MENTOR ACTIVITIES** – The mentor teacher will be required to submit a log of the following activities to the Superintendent’s office at the conclusion of the program: dates, time and a list of the topics of all activities engaged in, including without limitation training, observations, reviews, informal and formal meetings.

H. **STIPEND/RELEASE TIME FOR MENTORS AND RESIDENT EDUCATORS**– Mentors shall be paid a stipend equal to 3.5% of the base salary for each entry-year teacher served.

Both mentors and Resident Educators shall have up to five (5) days release time for observations, conferencing, training, and any other perceived need of the mentors or Resident Educators to accomplish the mentoring task.

I. **Required Participation in the Resident Educator Program**

1. All teachers who meet the following requirements must participate in the Resident Educator Program in accordance with this Article, the law, and the Ohio Department of Education Resident Educator Program Standards:
  - a. hold a valid resident educator license, an alternative resident educator license of any type, or a one-year out-of-state educator license;
  - b. teach at least two classes or .25 Full Time Equivalent (“FTE”) in their area of licensure;
  - c. are responsible for planning and delivering standards-based, preK-12 curriculum to students and evaluating their progress;
  - d. work at least 120 days, as defined by the Ohio Revised Code, in each year of the Resident Educator Program; and

- e. are assigned an ODE-certified, trained mentor by the administration.
- 2. Teachers will apply for a valid resident educator license or alternative resident educator license as soon as they are eligible.
- J. The Resident Educator Program shall not replace the teacher evaluation system and shall not be used to evaluate a resident educator.

ARTICLE XV

AGREEMENT FORM, EFFECT, AND DURATION

- A. Except as specifically stated in this Negotiated Agreement, in the event there is a conflict between a provision of this Agreement and any applicable state or federal law, the law shall prevail and such provisions of this Agreement as are not prevailed upon by law shall remain in full force and effect for the duration of the Agreement.
- B. This Agreement shall take effect the first workday of the 2014-2015 school year, except as otherwise provided, and shall remain in effect until the effective date of its successor Agreement or August 31, 2015 whichever comes sooner.
- C. The conditions, requirements, and stipulations enumerated in this Agreement constitute the complete and sole contract between the Board and the Association. No other conditions, stipulations, or requirements (either verbal or written) will be recognized unless mutually agreed upon or required under Ohio Revised Code Chapter 4117.
- D. **SEVERABILITY** – Subject to the provisions of O.R.C. 4117.10(A), if any provision(s) of this Agreement is found to be contrary to law, then such provision(s) shall be inoperative, but the remaining provisions hereof shall continue in effect. Upon request of either the Association or the Board within ten (10) days after such finding the parties will meet solely for the purpose of negotiating the provision(s) affected.
- E. In recognition, agreement, and witness to the terms and conditions of this Negotiated Agreement, the following officials do place their signatures.
- F. The terms of this Agreement will be retroactive for all employees under contract at the time of contract ratification.

FOR THE BOARD:

Hadley James 7/14/2014  
Its President: Date

Bernice Gavrassi 7-10-2014  
Its Treasurer: Date

Julie Ramos 7/14/2014  
Its Superintendent: Date

FOR THE ASSOCIATION:

Joy Christopher - Reed 7-10-14  
Its President: Date

Louise JMBurnie 7-14-14  
Its Treasurer: Date

Quinn Thomas 8-11-14  
Its Consultant: Date

## **APPENDIX A**

### **DEFINITIONS**

**ADMINISTRATORS** – Those certificated/licensed employees under administrative contract with the Board, and whose position requires, under the law, that an administrative contract be issued. Administrators, under the provisions of this Agreement, are not deemed to be teachers.

**AGREEMENT** – When used with the upper case, A, Agreement means the total set of provisions negotiated between, ratified by, and in effect for the Board and the LEA.

**ASSOCIATION** – The Ledgemont Education Association, an affiliate of the Ohio Education Association, and the local representative of the United Education Profession.

**BOARD** – When used with the upper case, B, Board means the Board of Education of the Ledgemont Local School District which sets policy and is duly elected by the Electorate of the Ledgemont Local School District.

**DAYS** – Unless otherwise specified, days means actual days that teachers work during the school year, and during the summer recess, weekdays, Monday through Friday, not counting national holidays.

**IMMEDIATE FAMILY** – Immediate family shall include the teacher's spouse, children, parents, grandparents, grandchildren, brothers, sisters, foster children, and similar relatives by marriage, and other persons who live in the teacher's residence and for whom the teacher has assumed a reasonable responsibility for care.

**SENIORITY** – Seniority is defined in the Reduction in Force provision of the Agreement.

**STUDENT DAY** – Student day is the actual day and time that students are required to be in attendance at a given school.

**TEACHER** – Teacher is any certificated/licensed employee of the Board not classified as an administrator, defined above. This includes such employees as nurses, counselors, tutors, etc., who might not otherwise be deemed teachers.

**TEACHER DAY** – Teacher day is the actual day and time that teachers are required to be in attendance at their respective schools, unless on approved leave.

**TERMS AND CONDITIONS** – Terms and conditions describe the aspects of employment that are subject to negotiation between the Board and the Association. These would include wages, hours, terms, and conditions of employment.

WORKDAY – Workday shall be a teacher day during which students may or may not be in attendance, e.g., a parent-teacher, or in-service day.

**SALARY INDEX SCHEDULE KEY**

<b>B.A.</b>	Bachelor’s Degree or equivalent.
<b>B.A. + 15/Fifth Year</b>	Bachelor’s Degree plus fifteen (15) semester hours or 150 semester hours and a Bachelor’s Degree.
<b>M.A.</b>	Masters Degree or equivalent.
<b>M.A. + 15</b>	15 semester hours earned after the Masters degree. Graduate work only.

Teachers who meet the requirements for advancement to a higher salary placement shall submit verification to the Superintendent.

Written notification of such qualification by the teacher before September 1 of any year will result in advancement on the salary schedule for that school year. Upon submission of documentation to the payroll department verifying advancement on the salary schedule the teacher shall be placed accordingly.

A teacher has the responsibility to inform the Superintendent of any salary placement errors within the school year. Notwithstanding state law, any misplacement discovered on the salary schedule shall result in only one year retroactivity recovery by either the Board or the teacher.

**2014-2015 SALARY SCHEDULE  
APPENDIX B**

<u>Years of Service</u>	<u>Non-Degree</u>	<u>B.A.</u>	<u>B.A.+ 15/ Fifth Year</u>	<u>M.A.</u>	<u>M.A.+ 15</u>
0	\$23,998 0.88	\$27,271 1	\$28,307 1.038	\$29,861 1.095	\$31,088 1.14
1	\$25,089 0.92	\$28,361 1.04	\$29,479 1.081	\$31,361 1.15	\$32,725 1.2
2	\$26,180 0.96	\$29,452 1.08	\$30,652 1.124	\$32,861 1.205	\$34,361 1.26
3	\$27,271 1	\$30,543 1.12	\$31,825 1.167	\$34,361 1.26	\$35,997 1.32
4	\$28,361 1.04	\$31,634 1.16	\$32,997 1.21	\$35,861 1.315	\$37,633 1.38
5	\$29,452 1.08	\$32,725 1.2	\$34,170 1.253	\$37,361 1.37	\$39,270 1.44
6		\$33,816 1.24	\$35,343 1.296	\$38,861 1.425	\$40,906 1.5
7		\$34,906 1.28	\$36,515 1.339	\$40,361 1.48	\$42,542 1.56
8		\$35,997 1.32	\$37,688 1.382	\$41,861 1.535	\$44,179 1.62
9		\$37,088 1.36	\$38,861 1.425	\$43,360 1.59	\$45,815 1.68
10		\$38,179 1.4	\$40,033 1.468	\$44,860 1.645	\$47,451 1.74
11		\$39,270 1.44	\$41,206 1.511	\$46,360 1.7	\$49,087 1.8
12		\$40,361 1.48	\$42,379 1.554	\$47,860 1.755	\$50,724 1.86
13		\$41,451 1.52	\$43,551 1.597	\$49,360 1.81	\$52,360 1.92
14		\$42,542 1.56	\$44,724 1.64	\$50,860 1.865	\$53,996 1.98
15			\$45,897 1.683	\$52,360 1.92	\$55,632 2.04
20			\$48,242 1.769	\$55,360 2.03	\$58,905 2.16

**APPENDIX C**

**SUPPLEMENTAL POSITIONS AND INDICES**

- A. The index for the supplemental schedule shall be applied to the base.
- B. Coaches new to the District may be given experience credit at the discretion of the Superintendent.
- C. Years of coaching experience shall be credited from the date of receiving an initial coaching contract.
- D. The Superintendent shall determine experience levels for supplemental contracts when a teacher accepts a new supplemental position.
- E. If the Board approves any paid supplemental position's coach or advisor, the coach or advisor awarded a contract will be paid in full at the end of the season and/or duties unless the Superintendent and Board Treasurer agree to accelerate the payments pursuant to an alternative payment arrangement. Supplemental positions will be determined by available finances, sufficient student commitment, and availability of coaches or advisors. If student participation during the season is reduced below the level required to complete the season or activity, the contract will be prorated. The contract may also be prorated if the coach/advisor does not complete his/her assignment as determined by the Athletic Director/Building Principal. The Board has the right to determine reasonable participation.

<u>POSITION</u>	<u>0 – 3 Years</u>	<u>4 Years and Up</u>
Athletic Director, HS	.16	.20
Athletic Director, MS	.05	.09
Baseball	.10	.14
Baseball, Assistant JV	.06	.10
Basketball, HS Boys	.12	.16
Basketball, Assistant HS Boys	.08	.12
Basketball, HS Girls	.12	.16
Basketball, Assistant HS Girls	.08	.12
Basketball, Freshman	.06	.10
Basketball, MS Girls	.06	.10
Basketball, Assistant MS Girls	.04	.08
Basketball, MS Boys	.06	.10
Basketball, Assistant MS Boys	.04	.08
Band Director: Marching, Summer (each one)	.05	.08
Cheerleading Advisor, HS	.05	.07
Cheerleading Advisor, MS	.04	.06

<u>POSITION</u>	<u>0 – 3 Years</u>	<u>4 Years and Up</u>
Class Advisor, Freshman/Sophomore	.03	.06
Class Advisor, Junior	.12	.15
Class Advisor, Senior	.04	.07
Cross Country, HS	.10	.14
Drama Advisor, HS (Per Play)	.05	
Football, HS	.12	.16
Football, Assistant HS (2)	.08	.12
Football, MS	.06	.10
Football, Assistant MS	.04	.08
Geauga County Fair Advisor	.01	
Majorette/Drill Advisor	.03	.04
National Honor Society	.03	.06
Newspaper Advisor, HS	.05	.07
Newspaper Advisor, MS	.04	.06
Scheduling Coordinator, MS	.03	
Sixth Grade Camp	.02	
Soccer, HS	.06	.10
Softball, HS	.10	.14
Softball, Assistant JV	.06	.10
Student Council Advisor	.03	.05
Technology Coordinator	.04	.08
Teen Institute Advisor	.03	
Track, HS Boys	.10	.14
Track, HS Girls	.10	.14
Track, MS Boys	.06	.10
Track, MS Girls	.06	.10
Volleyball, HS	.12	.16
Volleyball, Assistant HS	.08	.12
Volleyball, MS	.06	.10
Volleyball, Assistant MS	.04	.08
Wrestling, HS (Head)	.12	.16
Wrestling, Assistant HS	.08	.12
Wrestling, MS	.06	.10
Yearbook Advisor, HS	.04	.08
Yearbook Advisor, MS	.03	

**Lake County Schools Council Health Care Benefits Program (LCSC)  
Ledgemont Reserve Buy-In Analysis**

<b>Calculated 6/30/13 Reserve Recommendation (Intermediate)</b>	<b>\$3,113,737</b>
June 2013 LCSC Enrollment	2,034
Annual Reserves Per Employee	\$1,530.67
Ledgemont Enrolled Employees	41
<b>Ledgemont Total Reserve Buy-In Amount</b>	<b>\$62,757</b>

<b>Ledgemont Current Enrollment</b>	<b>PPO #1</b>	<b>PPO #2</b>	<b>PPO #3</b>	<b>Total</b>
Single	18	18	18	18
Family	23	23	23	23
<b>Total</b>	<b>41</b>	<b>41</b>	<b>41</b>	<b>41</b>
<b>Medical</b>				
Single	\$613.37			
Family	\$1,686.77			
Total Monthly	\$49,836.37			
<b>Total Annual</b>	<b>\$598,036.44</b>			

<b>LCSC 7/1/14-6/30/15 Premium Equivalent Rates (preliminary)</b>	<b>Comparable Plan</b>			<b>Total</b>
	<b>PPO #1</b>	<b>PPO #2</b>	<b>PPO #3</b>	
<b>Medical</b>				
Single	\$471.80	\$531.86	\$591.60	-
Family	\$1,202.98	\$1,356.08	\$1,508.42	-
<b>Total</b>				
Total Monthly	\$36,160.94	\$40,763.32	\$45,342.46	-
<b>Total Annual</b>	<b>\$433,931.28</b>	<b>\$489,159.84</b>	<b>\$544,109.52</b>	-
<b>ADD: Reserve Amount</b>	\$62,757.00	\$62,757.00	\$62,757.00	
<b>Total Annual</b>	<b>\$496,688</b>	<b>\$551,917</b>	<b>\$606,867</b>	
<b>Total Savings/Cost Annual</b>	\$101,348.16	\$46,119.60	( <b>\$8,830.08</b> )	

**OPTION 1 - FUND BUY-IN AMOUNT OVER 24 months**

<b>LCSC 7/1/14-6/30/15 Premium Equivalent Rates (preliminary)</b>	<b>PPO #1</b>	<b>PPO #2</b>	<b>PPO #3</b>	<b>Total</b>
<b>Medical</b>				
Single	\$471.80	\$531.86	\$591.60	-
Family	\$1,202.98	\$1,356.08	\$1,508.42	-
<b>Total</b>				
Total Monthly	\$36,160.94	\$40,763.32	\$45,342.46	-
<b>Total Annual</b>	<b>\$433,931.28</b>	<b>\$489,159.84</b>	<b>\$544,109.52</b>	<b>-</b>
<b>ADD: Reserve Amount</b>	<b>\$31,378.74</b>	<b>\$31,378.74</b>	<b>\$31,378.74</b>	
<b>Total Annual</b>	<b>\$465,310</b>	<b>\$520,539</b>	<b>\$575,488</b>	
<b>Total Savings/Cost Annual</b>	<b>\$132,726.43</b>	<b>\$77,497.87</b>	<b>\$22,548.18</b>	

**NOTE:**

1. Should Ledgemont's effective date be post 7/1/14, the Calculated Reserve Recommendation is based off of 6/30/14 data.
2. Should Ledgemont consolidate with another district during the buy-in phase, the full buy-in amount will be due to LCSC.

### APPENDIX D-3

<b>VISION PLAN</b>	
<b>Type of Service</b>	<b>Traditional<sup>1</sup></b>
<b>Vision Examination</b>	\$40 per calendar year
<b>Frames</b>	\$60 every two years
<b>Lenses</b>	\$60 Single Vision \$70 Bifocals \$100 Trifocals \$70 Lenticular Single \$90 Lenticular Bifocal \$110 Lenticular Trifocal
<b>Contact Lenses</b>	\$175 Pair if Medically Necessary \$100 Pair Cosmetic

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<sup>1</sup> Choose any Provider

**APPENDIX E**

**GRIEVANCE FORM**

This form should be prepared in duplicate and signed by both the grievant and the principal/Superintendent; each shall retain a copy.

GRIEVANT: \_\_\_\_\_ DATE OF FILING: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_

DATE OF THE ALLEGED VIOLATION, MISINTERPRETATION, OR MISAPPLICATION: \_  
\_\_\_\_\_

STATEMENT OF GRIEVANCE (Please identify the nature of the violation, misinterpretation, or misapplication, and the specific provision(s) of the Negotiated Agreement that have been allegedly violated, misinterpreted, or misapplied):

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

RELIEF SOUGHT: \_\_\_\_\_

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

Signature of Grievant \_\_\_\_\_

Received at Administration by:

Level I \_\_\_\_\_  
Signature Date

Level II \_\_\_\_\_  
Signature Date

Level III \_\_\_\_\_  
Signature Date

\* Authorized to Level III by Association

\_\_\_\_\_  
Signature/Position Date

## Teacher Evaluation System

## Self-Assessment

## Self-Assessment Summary Tool

Name \_\_\_\_\_

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

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

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

Evaluator Signature

Date

Teacher Signature

Date

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

### Improvement Plan

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

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

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

Building: \_\_\_\_\_

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

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

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

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

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

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

### Improvement Plan (continued)

**Section 3: Specific Plan of Action**

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

Actions to be Taken	Sources of Evidence that Will Be Examined

**Section 4: Assistance and Professional Development**

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

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.

### Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING		Ineffective	Developing	Skilled	Accomplished
INSTRUCTIONAL PLANNING	<b>FOCUS FOR LEARNING (Standard 4: Instruction)</b>  <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				
	<b>ASSESSMENT DATA (Standard 3: Assessment)</b>  <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><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b>            (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					
INSTRUCTIONAL PLANNING	<p><b>KNOWLEDGE OF STUDENTS (Standard 1: Students)</b></p> <p><i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference</p>	<p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p>	<p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p>	<p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p>	<p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p>
	<p><b>Evidence</b></p>				

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

	<p><b>RESOURCES</b> <b>(Standard 2: Content; Standard 4: Instruction)</b></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><b>Evidence</b></p>					

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

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

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

**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.

<b>EVALUATOR OBSERVATIONS</b>	
<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="checkbox"/> Other:

**Evaluator Summary Comments:**

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**Recommendations for Focus of Informal Observations:**

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Evaluator Signature: \_\_\_\_\_

Photocopy to Teacher

Informal Observation: Open-Ended Form

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

Evaluator Name: \_\_\_\_\_            Time Walkthrough Begins:            Time Walkthrough Ends:

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature:

Photocopy to Teacher

**Final Summative Rating of Teacher Effectiveness**

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

Check here if Improvement Plan has been recommended.

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

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

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Ladgement Local Schools Board of Education (Board) and the Ladgement Education Association (Association) this 27<sup>th</sup> day of May, 2014.

WHEREAS, the Board and Association are parties to a Collective Bargaining Agreement ("CBA") which provides for certain supplemental positions ("supplementals");

WHEREAS, the positions of Athletic Director, High School and Athletic Director, Middle School are identified as supplementals in the CBA, which positions were subsequently combined through a Memorandum of Understanding between the Board and Association;

WHEREAS, the positions of Envirothon and Academic Challenge are not currently supplementals in the CBA, with such positions currently being filled on a voluntary basis by a member of LEA; and

WHEREAS, the Board posted for the position of Athletic Director for the 2014-2015 school year with no applicants responding to the posting;

NOW THEREFORE, the Board and Association wish to identify the status of the Athletic Director, Envirothon and Academic Challenge positions for the 2014-2015 school year as stated herein:

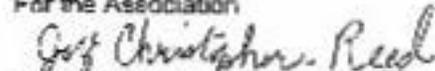
1. The Parties agree that for the 2014-2015 school year, the duties of the Athletic Director position shall be performed by the Pupil Services Director. The performance of the Athletic Director duties by the Pupil Services Director shall not be subject to the CBA and the Pupil Services Director shall remain a non-bargaining unit position.
2. The Parties also agree that for the 2014-2015 school year, the positions of Envirothon and Academic Challenge shall be considered supplemental positions under the CBA and subject to all terms and conditions of the CBA applicable to supplementals. The employee currently performing these positions will retain the positions for the 2014-2015 school year and she shall be compensated at a rate of .03 for Envirothon and at a rate of .01 for Academic Challenge.
3. This MOU is for the duration of the 2014-2015 school year only but may be extended by mutual written agreement of the parties.

4. The Parties agree that the negotiation of this MOU and the subject matter contained within it are non precedent setting and cannot be used in any other dispute between the Parties except as it relates to the enforcement of this MOU.

For the Board

  
Julie Ramos, Superintendent

For the Association

  
Joy Christopher-Reed, President