



06-22-16
16-MED-03-0351
0395-01
K34518

MASTER AGREEMENT

Between

**THE LISBON EXEMPTED VILLAGE
BOARD OF EDUCATION**

AND

THE LISBON EDUCATION ASSOCIATION

July 1, 2016 – June 30, 2018

TABLE OF CONTENTS

		PAGE
ARTICLE I	STATEMENT OF RECOGNITION	4
ARTICLE II	NEGOTIATIONS PROCEDURE	
A.	Agenda	4
B.	Scope	4
C.	Agreement	4
D.	Final Copy	4
E.	Mediation	5
ARTICLE III	GRIEVANCE POLICY & PROCEDURE	
A.	Definitions	5
B.	Rights of the Grievant and Association	5
C.	General Provisions	6
D.	Procedure	7
ARTICLE IV	FAIR SHARE FEE	10
ARTICLE V	LEAVES	
A.	Association Leave	11
B.	Assault Leave	11
C.	Court Duty Leave	12
D.	Jury Duty Leave	12
E.	Parental Leave	12
F.	Personal Leave	13
G.	Professional Leave	13
H.	Sabbatical Leave	13
I.	SERB Leave	14
J.	Sick Leave	
1.	Accumulated Days	14
2.	Transferring Days	15
3.	Rules for Use	15
4.	Funeral/Bereavement Leave	15
5.	Maximum Sick Leave Security	15
6.	Sick Leave Advancement	16

K.	Unpaid Leave of Absence for Illness or Other Disability	16
L.	Unpaid Leave – Other	16
M.	Catastrophic Illness/Injury Assistance Program	16
ARTICLE VI	STAFF	
A.	Seniority	17
B.	Class Size	18
C.	Employment of Retired Teachers	18
D.	Evaluations/Observations	19
E.	Length of School Day	19
F.	Length of School Year	20
G.	Resident Educator	20
H.	Personnel File Review	23
I.	Planning Period	23
J.	Reduction in Force	24
K.	State Teacher’s Retirement Pickup	27
L.	Transfers and Assignments	27
M.	Involuntary Transfer and Assignments	27
N.	Traveling Teacher	27
O.	Vacancy Notice	
	1. Teachers	28
	2. Supplemental Positions	29
	3. Extra Duties	29
P.	Filing and Maintenance of Certificates/Licenses	29
Q.	Discipline	29
R.	Community Complaints	30
ARTICLE VII	COMPENSATION	
A.	Early Retirement Plan	30
B.	Health Care	30
C.	Working Spouse Coverage	31
D.	Cash Option in Lieu of Health Benefits	32
E.	Life Insurance	32

F.	Open Enrollment-Tuition Waiver	32
G.	Tuition Reimbursement	
	1. Course Approval	33
	2. Reimbursement	33
	3. Undergraduate Hours	34
	4. Advancement on the Salary Scale	34
H.	Salary Base	34
I.	Salary – Payment Schedule	34
J.	Supplemental Contract Payment	35
K.	Severance Pay	37
L.	Online Teacher of Record	37
M.	Salary Schedules	
	1. 2016 - 2017	38
	2. 2017 - 2018	39
ARTICLE VIII	GENERAL PROVISIONS	
A.	Board Policies	40
B.	Teachers Contracts	40
C.	Dress Code	41
D.	Fair Dismissal	41
E.	Entire Agreement Clause	42
F.	Equal Opportunity	42
G.	Severability	42
ARTICLE IX	EFFECT OF AGREEMENT	43
3220	STANDARDS-BASED TEACHER-EVALUATION	44

Article I Statement of Recognition

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

Article II Negotiations

A. Agenda

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

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

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

B. Scope

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

C. Agreement

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

D. Final Copy

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

E. Mediation

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

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

Article III Grievance Policy and Procedures

A. Definitions

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

B. Rights of the Grievant and Association

1. The purpose of these procedures is to provide a mechanism for problem solving and the efficient resolution of grievances. The parties agree that grievance proceedings will be kept as confidential as is appropriate and will be processed as expeditiously as possible.
2. On the occasion of the informal administrative conference Step One, a grievant may appear on his/her own behalf and may be accompanied by any member of the bargaining unit. In Steps Two through Four, the grievant may appear in person with any Association representative.

3. In the event the immediate supervisor is not vested with the authority to resolve the grievance, the bargaining unit member/grievant and the immediate supervisor, following a conference, may waive Step I and proceed to Step III by timely filing the written grievance form with the Superintendent.
4. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel file of the grievant.
5. No reprisals of any kind shall be taken by the Board or any member of the administration against any grievant, representative, member of the Association, or any participant in a grievance procedure because of such participation.

C. General Provisions

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

D. Procedure

1. Step One:

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

2. Step Two:

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

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

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

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

3. Step Three:

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

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

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

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

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

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

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

4. Step Four:

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

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

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

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

5. Step Five:

If the grievant is not satisfied with the written disposition at Step Four, a request by the Association may be issued to proceed to

arbitration. A request for arbitration must be made within fifteen (15) days after receipt of the Board's written disposition of the grievance. Failure to file such a request with the Board within fifteen (15) days from receipt of the written decision of the Board's action on said grievance at Step Four shall be deemed a waiver of the right of an appeal to arbitration.

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

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

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

6. Step Six:

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

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

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

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

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

Article IV Fair Share Fee

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

The Association shall notify the Board by September 16 as to when payroll deduction of such fair share fees shall begin. Dues rates and fair share fee rates shall be transmitted by the Association to the Board Treasurer for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each. The Board Treasurer will deduct the Fair Share Fee from the paychecks of bargaining unit members who elect not to join the Association. The Fair Share Fee shall be equal for all nonmembers and shall not exceed dues paid by members.

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

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

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

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

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

agrees to cooperate with the Association and its counsel in the defense of any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of Fair Share Fees.

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

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

Article V Leave

A. Association Leave

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

B. Assault Leave

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

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

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

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

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

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

C. Court Duty Leave

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

D. Jury Duty Leave

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

E. Parental-Leave

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

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

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

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

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

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

F. Personal Leave

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

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

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

G. Professional Leave

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

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

H. Sabbatical Leave

1. Eligibility

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

2. Application for Leave

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

3. Length of Leave

Sabbatical leaves of absence will be granted for one (1) school year only. An extension of one (1) year may be granted for professional study only provided the bargaining unit member files a timely application for such

extension. At the expiration of the specified period of leave, or any granted extension, the bargaining unit member terminates his/her affiliation with the District if he/she at that time declines to return.

4. Application for Reinstatement

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

5. Credit on Salary Schedule

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

6. Tuition

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

7. Insurance

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

I. SERB Leave

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

J. Sick Leave

1. Accumulated Days

Each bargaining unit member shall be entitled to accumulate sick leave at the rate of one and one-fourth (1 ¼) days per month and at a maximum of fifteen (15) days per year. Each bargaining unit member shall be permitted to accumulate 260 days of unused sick leave.

2. Transferring Days

Any certified/licensed teacher transferring to the employment of the Board

shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of 260 days upon verification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code.

3. Rules for Use

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

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

4. Funeral/Bereavement Leave

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

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

5. Maximum Sick Leave Security

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

6. Sick Leave Advancement

The Board will advance, upon the request of a bargaining unit member

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

K. Unpaid Leave of Absence for Illness or Other Disability

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

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

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

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

L. Unpaid Leave – Other

Requests for unpaid leave for other than illness or disability will be at the discretion of the Board in accordance with Ohio Revised Code Section 3319.13.

M. Catastrophic Illness/Injury Assistance Program

1. The Catastrophic Illness/Injury Assistance Program permits full-time/part-time bargaining unit members to contribute one (1) personal leave day to a catastrophic illness/injury assistance "bank." The time for making this contribution will be limited to fifteen days from the beginning of any contract year.
2. Use of banked days from the Catastrophic Illness/Injury Assistance Program shall be limited to catastrophic illness/injury of the bargaining unit member, spouse, or dependent-children. A doctor's statement is required for consideration.
3. Use of the Catastrophic Illness/Injury Assistance Program may only be used when the bargaining unit member has exhausted all of his/her accumulated personal leave, sick leave and any advancements.
4. The maximum number of days that an individual may request or receive from the Catastrophic Illness/Injury Assistance Program bank will be twenty (20)

days. In order to be eligible, an individual must have contributed to the Program in the year of use.

5. Participation in contributing to the Catastrophic Illness/Injury Assistance Program is completely voluntary. The number of days accumulated for the Catastrophic Illness/Injury Assistance Program bank shall be limited to forty (40) days per year. Any unused days will not roll over into the next year, and once contributed will not be returned or credited to the contributing member(s).
6. The Catastrophic Illness/Injury Assistance Program Committee is charged with maintaining the appropriate records, evaluating requests for receiving assistance from the Catastrophic Illness/Injury Assistance Program and is empowered to adopt other rules, regulations and make decisions as necessary to administer the program. The committee shall consist of the Superintendent, Treasurer, LEA President and two bargaining unit members appointed by the LEA. All decisions of the committee cannot be grieved.
7. It is understood by the parties hereto that catastrophic illness or injury is limited to serious physical or psychological conditions and the Program may not be used for routine illness or to prolong paid leave for individuals who have depleted paid sick leave through sporadic and/or patterned use.

Article VI Staff

A. Seniority

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

1. Posting of Seniority List
 - a. The seniority list shall be posted annually within ninety (90) days of the beginning of each school year. The employer shall prepare and post on the bulletin board in each building/worksite a seniority list indicating the area of certification, license, or entry-level requirement, the first day worked, the date of employer resolution to employ and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before the date of posting.

- b. The names of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirement with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.
- c. The names of the employees who are certified, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.

2. Correction of Inaccuracies

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

B. Class Size

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

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

- Additional Teaching Staff
- Additional Aides
- Additional Compensation
- Other upon Recommendation of Committee

Elementary classrooms should have an even distribution of students

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

C. Employment of Retired Teachers

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

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

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

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

The following provisions are not available to a retiree:

- Continuing contract status
- Seniority
- Reduction in force protection
- Severance or bonus

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

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

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

D. Teacher Evaluation

The Board-adopted policy 3220 for standards-based teacher evaluation will be included in this Agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112 and utilized for the valuation of teachers subject to OTES. Non-OTES members of the bargaining unit will continue to be evaluated in accordance with prior procedures and forms.

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

E. Length of School Day

The length of the regular school day for bargaining unit members shall be seven (7) hours which shall include one-half hour for duty-free lunch. The specific times for reporting and leaving the building shall be established in writing by the administration at the beginning of the school year. Planning periods shall be scheduled during the day when students are present.

F. Length of School Year

The length of the school year for bargaining unit members shall be as follows:

1. 183 teacher work days for the 2016-2017 contract year,
 - 178 days with students in attendance
 - 2 equivalent days Parent-Teacher Conference
 - 3 days In-service
2. 182 teacher work days for the 2017-2018 contract year,
 - 178 days with students in attendance
 - 2 equivalent days Parent-Teacher Conference
 - 2 days In-service

For structured parent-teacher conferences conducted outside the normal work day, release time will be granted by providing one-half (1/2) day for each three (3) hour block of scheduled parent-teacher conference. A committee comprised of three (3) bargaining unit members and the Superintendent and two (2) administrators will be formed during the first month of the school year to develop in-service programs. Bargaining unit members serving on the committee will be selected by the LEA. Additional in-service will be encouraged by providing stipends through grant funding.

If instructional days are lost due to inclement weather or other calamity, the staff will not be required to make-up the first five (5) days lost; days 6, 7 and 8 will be made-up through online instruction.

After the eighth day, the staff will be required to make-up all other lost days to fulfill their contract.

Following the occurrence of the eighth (8th) missed day, the Superintendent and the Association President shall meet to discuss how to best make-up missed instruction (i.e., scheduled make-up days) that have or may become required.

Based upon the number of instructional hours completed to date and the potential for additional calamity days, the Board of Education, by resolution, may amend the school year calendar after consultation with the Association.

G. Resident Educator

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

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

1. Definitions

a. Resident Educator Program

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

b. Mentor

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

c. Resident Educator

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

d. Formative Assessment

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

2. Mentors

a. Qualifications

1. The Mentor Teacher must have Continuing Contract status and have a minimum of seven (7) consecutive years of teaching experience in the district and at least two (2) years in the level or subject area assigned (I.E. elementary, middle school, special education, etc.) and shall be a classroom teacher.
2. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
3. The Mentor Teacher must hold a valid teaching certificate/license and may be assigned to Resident Educators with the same area of certification/license.
4. The Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

b. Selection of Mentor Teachers

Selection of Mentor Teacher positions shall be made by the Superintendent. Should no Mentor be available in the area of

certification/licensure, the Superintendent may assign a Mentor from within the grade level or subject area most closely related to that of the Resident Educator.

3. Compensation

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

4. General

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

H. Personnel File Review

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

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

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

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

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

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

I. Planning Period

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

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

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

J. Reduction in Force

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

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

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

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

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

1. Attrition

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

2. Retention

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

For the transition period of this Master Agreement only, ending on June 30, 2018, all evaluations of OTES teachers above "ineffective" will be defined as comparable. Thereafter, unless the parties negotiate otherwise, comparability will be determined in relation to the effectiveness ratings defined in the Board's standards-based teacher evaluation policy included in this agreement in accordance with Ohio Revised Code Sections 3319.111 and 3319.112.

3. Procedure

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

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

- a. If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 1. Certification/licensure within the affected teaching field.
 2. Comparable evaluations.
 3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
- b. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 1. Certification/licensure within the affected teaching field.
 2. Comparable evaluations.
 3. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
- c. When evaluations are comparable within the affected teaching field affected, seniority in the District shall prevail, with the contract of the least senior teacher in the affected teaching field the first to be suspended. Comparable evaluations will be as defined in the Board's adopted, standards-based teacher evaluation policy.
- d. For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers), decisions regarding reduction in force shall be based upon seniority; however, should the employment status of a non-OTES member and an OTES

member intersect under this Article, the administration may decline displacement rights should the otherwise displacing member not have appropriate experience in the classroom or non-classroom position being sought. Such decisions will not be arbitrary or capricious.

4. Displacement

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

5. Recall

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

- a. If a teacher on layoff refuses the position offered by the Board for which he/she is certified, his/her recall rights shall be terminated, unless such position is casual substitution or a position of lesser time than that vacated.
- b. Teachers on layoff are to notify the Superintendent in writing of any change in their addresses; any additions, deletions, and/or changes in areas of certification; and any desire to have their names removed from the recall list.
- c. Limited contract teachers shall be retained on the recall list for twenty-four (24) months from the date of the contract suspension.

6. It is the express understanding and agreement of the parties hereto that the provisions of this article may not conflict with the requirements of Revised Code Section 3319.17, but in all other respects shall supersede and take the place of Revised Code Section 3319.17.

K. State Teacher's Retirement Pickup

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

L. Transfers and Assignments

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

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

M. Involuntary Transfer and Assignments

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

N. Traveling Teacher

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

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

Traveling teachers will be required to work seven (7) hours including a thirty (30) minute lunch period.

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

O. Vacancy Notice

1. Teachers

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

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

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

Each posting shall include the following:

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

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

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

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

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

2. Supplemental Positions

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

3. Extra Duties

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

P. Filing and Maintenance of Certificates/Licenses

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

Q. Discipline

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

The following disciplinary responses are available to be used by the administration:

- | | |
|--------|---|
| Step 1 | Verbal Reprimand |
| Step 2 | Written Reprimand |
| Step 3 | Suspension with or without pay, not to exceed five (5) days |
| Step 4 | Termination in accordance with O.R.C 3319.16 |

During an investigation, the bargaining unit member may be assigned to home without loss of pay or benefits.

For discipline beyond a reprimand, a bargaining unit member shall receive a written notice of a hearing on the possible discipline. The notice shall specify that the bargaining unit member is entitled to bring an LEA or OEA representative

to the meeting. Following the hearing, the bargaining unit member and representative will be advised in writing of the discipline to be imposed.

Bargaining unit members have the right to appeal any discipline issued for steps 1, 2, 3, and 4 through the grievance procedure of this Agreement. Termination shall be through the O.R.C. §3319.16 statutory procedure.

R. Community Complaints

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

Article VII Compensation

A. Early Retirement Plan

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

B. Health Care

The Board shall provide medical, dental, and vision insurance to all certificated employees for the life of the Agreement. The medical plan shall include pharmaceutical coverage. Certificated/licensed employees shall be covered with a single/family plan of his/her choice. Certificated/licensed employees shall contribute twelve percent (12%) of the Board's cost to provide medical, prescription drug, vision, and dental benefits on a monthly basis, not to exceed the following amounts: \$200 family and \$90 single for the 2016-2017 contract year; \$235 family and \$105 single for the 2017-2018 contract year. A condition of participation in the group medical plan will be the completion of a Health Risk Assessment and Biometric Screening by the employee and covered spouse annually.

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

The Association and Board agree to form a health care committee that shall meet quarterly to review aggregate health plan claims, plan provisions, and participant complaints. The committee shall be composed of equal numbers of labor and management. The committee shall meet by October 30th of each year to decide upon the ground rules and operating guidelines. The committee shall conduct a competitive bid of health plans in order to provide information to the Board and the Association regarding the fit of the health plan to the district. Any decision of the committee shall be presented to the membership for a vote and ratification.

It is understood that the selection of a carrier or other method of provision of health care coverage shall be the sole discretion of the Board.

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

C. Working Spouse Coverage

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

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

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

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

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

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

prescription drug insurance coverage under this plan. If an employee submits false information, he/she may be subject to disciplinary action by the Board, up to and including termination of employment.

D. Cash Option in Lieu of Health Benefits

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

Each employee electing the cash payment and providing proof of insurance must declare their intention not to participate in the Lisbon Health Care Plan by August 1st of each year and remain off the plan for one (1) calendar year. The year is defined as a 12 month period commencing with the first effective date of the plan's enrollment period. The employee is eligible to rejoin the health plan effective September 1st of the following year with the date of the plan's enrollment period.

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

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

In the event that changes in the Affordable Health Care Act adversely affect the terms and conditions in health coverage to the district, both sides agree to a reopener for this item only.

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

E. Life Insurance

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

F. Open Enrollment – Tuition Waiver

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

G. Tuition Reimbursement

The Board of Education will appropriate twelve thousand (\$12,000) annually for the purpose of reimbursing teachers for work toward the master's degree, renewal, or upgrade of certificate/license.

1. Course Approval

All courses taken under this policy shall be approved by the Superintendent on a form supplied by the District prior to taking the course.

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

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

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

Only graduate level courses will be considered.

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

2. Reimbursement

The Board agrees to reimbursement up to one hundred fifty dollars (\$150) per quarter hour and two hundred dollars (\$200) per semester hour.

Each teacher may receive reimbursement up to six (6) semester hours per contract year.

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

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

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

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

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

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

3. Undergraduate Hours

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

4. Advancement on the Salary Scale

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

H. Salary Base

1% 2016-2017
0% 2017-2018

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

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

Experience Schedule
(Lisbon Schools Only)

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

I. Salary-Payment Schedule

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

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

J. Supplemental Contract Payment

SALARY SCHEDULE – EXTRACURRICULAR
--

Supplemental Contract	Percentage of Base	Salary
<i>Academic Supplementals</i>		
Band:		
Marching Band Director	13.50%	\$4,233
Assistant Director	7.25%	\$2,273
Pep Band	4.00%	\$1,254
Chorus:		
Jr/Sr High School	5.00%	\$1,568
Musical/Music Director	4.00%	\$1,254
Musical/Drama Director	4.00%	\$1,254
Musical/Drama Assistant	4.00%	\$1,254
Class Advisors:		
Freshman	4.00%	\$1,254
Sophomore	4.00%	\$1,254
Junior	6.90%	\$2,164
Senior	4.00%	\$1,254
Clubs:		
Art	4.00%	\$1,254
Spanish	4.00%	\$1,254
Pep Club Advisor	4.00%	\$1,254
Health Careers	4.00%	\$1,254
English Festival Advisor	4.00%	\$1,254
Science – High School	4.00%	\$1,254
Science – Junior High	4.00%	\$1,254
Student Council	4.00%	\$1,254
National Honor Society	4.00%	\$1,254
Power of the Pen	4.00%	\$1,254
HS Paper (Student Voice)	4.00%	\$1,254
HS Yearbook (Olympian)	4.50%	\$1,411
Web Page Design	4.00%	\$1,254
Public Relations/Media Consultant	4.00%	\$1,254
Jr Hi Honors/Builders Club	4.00%	\$1,254
Academic Challenge Advisor - HS	4.00%	\$1,254
Academic Challenge Advisor - JH	4.00%	\$1,254
Mock Trial Advisor	4.00%	\$1,254
Math Counts Advisor	4.00%	\$1,254
Elementary Student Council	4.00%	\$1,254
Elementary Math Counts Advisor	4.00%	\$1,254
Elementary Science Club Advisor	4.00%	\$1,254

Elementary Detention Monitor		4.00%		\$1,254
Music Program Director-McKinley		4.00%		\$1,254
Art Show/Fun Nights Arts-McK		4.00%		\$1,254
McKinley Reading Club Advisor		4.00%		\$1,254
Just Say No Club - Jr/Sr High		4.00%		\$1,254
Junior High Student Senate		4.00%		\$1,254
<i>Total Academic</i>		<i>173.15%</i>		<i>\$54,295</i>
<i>Athletic Supplementals</i>				
Assistant Faculty Manager		8.60%		\$2,697
Baseball:				
Head Varsity Coach		9.00%		\$2,822
Assistant Varsity		2.00%		\$627
Basketball:				
Head Varsity Boys		16.60%		\$5,205
Head Varsity Girls		16.60%		\$5,205
Assistant Varsity Boys		9.00%		\$2,822
Assistant Varsity Girls		9.00%		\$2,822
Junior High 8 th Boys		6.75%		\$2,117
Junior High 8 th Girls		6.75%		\$2,117
Junior High 7 th Boys		6.75%		\$2,117
Junior High 7 th Girls		6.75%		\$2,117
Cheerleading Advisors				
Varsity		7.50%		\$2,352
Assistant Varsity		5.40%		\$1,693
Junior High		3.40%		\$1,066
Cross Country:				
Head Varsity Coach		5.25%		\$1,646
Junior High		2.00%		\$627
Football:				
Head Varsity Coach		16.60%		\$5,205
Assistant Varsity		9.00%		\$2,822
Assistant Varsity		9.00%		\$2,822
Assistant Varsity		9.00%		\$2,822
Assistant Varsity		9.00%		\$2,822
Assistant Varsity		9.00%		\$2,822
Junior High 8th		6.75%		\$2,117
Junior High 7th		6.75%		\$2,117
Golf:				
Head Varsity Coach		5%		\$1,568
Softball:				
Head Varsity Coach		9.00%		\$2,822
Assistant Varsity		2.00%		\$627
Track:				
Head Varsity Coach Boys & Girls		13.00%		\$4,076
Assistant Varsity Boys		2.75%		\$862
Assistant Varsity Girls		2.75%		\$862
Junior High Boys		4.25%		\$1,333

Junior High Girls		4.25%		\$1,333
Volleyball:				
Head Varsity Coach		10.20%		\$3,198
Assistant Varsity		5.80%		\$1,819
Junior High 8th Girls		4.25%		\$1,333
Junior High 7th Girls		4.25%		\$1,333
<i>Total Athletic</i>		<i>263.95%</i>		<i>\$82,767</i>
<i>Total</i>		<i>437.10%</i>		<i>\$137,061</i>

K. Severance Pay

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

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

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

L. Online Teacher of Record

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

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

M. Salary Schedules

Lisbon Exempted Village School District
SALARY SCHEDULE
 2016-2017 School Year

Increase: 1.00%

Base: \$31,671

Step	Index 0.0450	BA	Index 0.0500	150 Hrs.	Index 0.0550	MA	Index 0.0600	MA +15
0	1.0000	\$31,671	1.0450	\$33,096	1.1050	\$34,996	1.1700	\$37,055
1	1.0450	\$33,096	1.0950	\$34,680	1.1600	\$36,738	1.2300	\$38,955
2	1.0900	\$34,521	1.1450	\$36,263	1.2150	\$38,480	1.2900	\$40,856
3	1.1350	\$35,947	1.1950	\$37,847	1.2700	\$40,222	1.3500	\$42,756
4	1.1800	\$37,372	1.2450	\$39,430	1.3250	\$41,964	1.4100	\$44,656
5	1.2250	\$38,797	1.2950	\$41,014	1.3800	\$43,706	1.4700	\$46,556
6	1.2700	\$40,222	1.3450	\$42,597	1.4350	\$45,448	1.5300	\$48,457
7	1.3150	\$41,647	1.3950	\$44,181	1.4900	\$47,190	1.5900	\$50,357
8	1.3600	\$43,073	1.4450	\$45,765	1.5450	\$48,932	1.6500	\$52,257
9	1.4050	\$44,498	1.4950	\$47,348	1.6000	\$50,674	1.7100	\$54,157
10	1.4500	\$45,923	1.5450	\$48,932	1.6550	\$52,416	1.7700	\$56,058
11	1.4950	\$47,348	1.5950	\$50,515	1.7100	\$54,157	1.8300	\$57,958
12	1.5400	\$48,773	1.6450	\$52,099	1.7650	\$55,899	1.8900	\$59,858
13	1.5850	\$50,199	1.6950	\$53,682	1.8200	\$57,641	1.9500	\$61,758
15	1.6300	\$51,624	1.7450	\$55,266	1.8750	\$59,383	2.0100	\$63,659
17	1.6525	\$52,336	1.7700	\$56,058	1.9025	\$60,254	2.0400	\$64,609
20	1.6750	\$53,049	1.7950	\$56,849	1.9300	\$61,125	2.0700	\$65,559
23	1.6975	\$53,762	1.8200	\$57,641	1.9575	\$61,996	2.1000	\$66,509
25	1.7200	\$54,474	1.8450	\$58,433	1.9850	\$62,867	2.1300	\$67,459

Lisbon Exempted Village School District
SALARY SCHEDULE
 2017-2018 School Year

Increase: 0.00%

Base: \$31,671

Step	Index 0.0450	BA	Index 0.0500	150 Hrs.	Index 0.0550	MA	Index 0.0600	MA +15
0	1.0000	\$31,671	1.0450	\$33,096	1.1050	\$34,996	1.1700	\$37,055
1	1.0450	\$33,096	1.0950	\$34,680	1.1600	\$36,738	1.2300	\$38,955
2	1.0900	\$34,521	1.1450	\$36,263	1.2150	\$38,480	1.2900	\$40,856
3	1.1350	\$35,947	1.1950	\$37,847	1.2700	\$40,222	1.3500	\$42,756
4	1.1800	\$37,372	1.2450	\$39,430	1.3250	\$41,964	1.4100	\$44,656
5	1.2250	\$38,797	1.2950	\$41,014	1.3800	\$43,706	1.4700	\$46,556
6	1.2700	\$40,222	1.3450	\$42,597	1.4350	\$45,448	1.5300	\$48,457
7	1.3150	\$41,647	1.3950	\$44,181	1.4900	\$47,190	1.5900	\$50,357
8	1.3600	\$43,073	1.4450	\$45,765	1.5450	\$48,932	1.6500	\$52,257
9	1.4050	\$44,498	1.4950	\$47,348	1.6000	\$50,674	1.7100	\$54,157
10	1.4500	\$45,923	1.5450	\$48,932	1.6550	\$52,416	1.7700	\$56,058
11	1.4950	\$47,348	1.5950	\$50,515	1.7100	\$54,157	1.8300	\$57,958
12	1.5400	\$48,773	1.6450	\$52,099	1.7650	\$55,899	1.8900	\$59,858
13	1.5850	\$50,199	1.6950	\$53,682	1.8200	\$57,641	1.9500	\$61,758
15	1.6300	\$51,624	1.7450	\$55,266	1.8750	\$59,383	2.0100	\$63,659
17	1.6525	\$52,336	1.7700	\$56,058	1.9025	\$60,254	2.0400	\$64,609
20	1.6750	\$53,049	1.7950	\$56,849	1.9300	\$61,125	2.0700	\$65,559
23	1.6975	\$53,762	1.8200	\$57,641	1.9575	\$61,996	2.1000	\$66,509
25	1.7200	\$54,474	1.8450	\$58,433	1.9850	\$62,867	2.1300	\$67,459

Article VIII General Provisions

A. Board Policies

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

B. Teacher Contracts

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

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

1st Contract -- Probationary:

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

2nd Contract -- Probationary:

Limited contract for one (1) year.

3rd Contract -- Probationary:

Limited contract for one (1) year.

4th Contract:

Limited contract for two (2) years.

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

1. Procedure for Consideration of Continuing Contract Status

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

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

2. Extended Limited Contract

For teachers eligible for a continuing contract whose limited contracts are expiring at the end of the current contract year, the Superintendent may recommend reemployment of the teacher, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the teacher written reasons directed at the professional improvement of the teacher on or before June 1st. Upon subsequent reemployment of the teacher, only a continuing contract may be entered into. To the extent that this procedure for granting an extended limited contract differs with that found in Ohio Revised Code Section 3319.11, the parties intend that this provision supersedes same.

3. Extracurricular

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

Organizations must meet all the following requirements:

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

C. Dress Code

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

D. Fair Dismissal

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

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

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

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

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

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

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

E. Entire Agreement Clause

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

F. Equal Opportunity

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

G. Severability

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

Article IX Effect of Agreement

The terms of this Agreement shall be from July 1, 2016, throughout June 30, 2018.

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

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

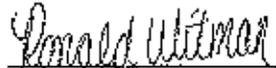
IN WITNESS WHEREOF, the Agreement is hereby attested to by the signature affixed below on this 9th day of June, 2016.

FOR THE BOARD

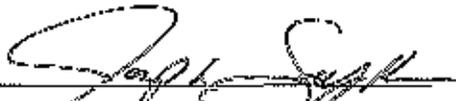


Gene Gallo, Board President

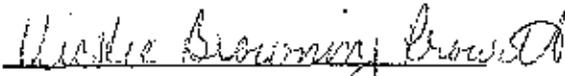
FOR THE ASSOCIATION



Ronald Witman, President.



Joseph Siefke, Superintendent



Vickie Browning-Prowitt, Treasurer

3220 - STANDARDS-BASED TEACHER EVALUATION

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

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

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

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

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

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

Definitions

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

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

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

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the LEA.

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

The Board may elect not to evaluate a teacher who was on leave from the District for 50% or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

“Credentialed Evaluator” for purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- A. meets the eligibility requirements under R.C. 3319.111(D); and
- B. holds a credential established by the Ohio Department of Education for teacher evaluation; and
- C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

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

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

“Student Growth” for the purpose of the District’s evaluation policy, student growth is determined as the change in student achievement for an individual student between two (2) or more points in time.

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

“Shared Attribution Measures” student growth measures that can be attributed to a group.

“Value-Added” refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on State Issued standardized assessments.

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

Standards Based Teacher Evaluation

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

Each teacher evaluation will result in an effectiveness rating of:

- A. accomplished;
- B. skilled;
- C. developing: or
- D. ineffective

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

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

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

Assessment of Teacher Performance

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

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

Formal Observation and Classroom Walkthrough Sequence

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

A continuing contract teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.

A continuing contract teacher who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two years, so long as the teacher's student academic growth measures for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.

Not later than the end of September, bargaining unit members will be notified in writing/email of the name of their evaluator.

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

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the

Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein in the Appendix.

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

Formal Observation Procedure

A minimum of two (2) formal observations shall be conducted to support summative evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes. Efforts will be made by evaluators to facilitate a longitudinal view of a teacher's performance by appropriately spacing the observations. At a minimum, there shall be at least ten (10) school days between formal non-continuous observations.

All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. Each observation will be announced unless there is mutual agreement upon between evaluator and the employee. The pre-conference shall be at a mutually agreed upon time prior to the announced observation. There will be at least twenty-four (24) hour notice prior to the announced observation. At the pre-observation conference, teachers shall provide evidence for the classroom situation to be observed on the pre-observation form.

A post-observation conference shall be held after each formal observation. The post conference will be held within five (5) work days after the formal observation.

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

At the pre-observation conference, the parties shall agree to the date and class period for the observation.

- B. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place within five (5) working days following the formal observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the Ohio Standards for the Teaching Profession as defined in the Teacher Performance Evaluation Rubric, the teacher's professional growth or improvement plan, afford the teacher the opportunity to provide additional evidence of performance, and discuss professional development opportunities.

Informal Observation/Classroom Walkthrough Procedure

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

1. evidence of planning;
2. lesson delivery;
3. differentiation;
4. resources;
5. classroom environment;
6. student engagement;
7. assessment; or
8. any other component of the standards and/or rubrics approved for teacher evaluation.

A walkthrough shall consist of at least five (5) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough must be placed on the designated form. The teacher and/or administrator may request a face-to-face meeting to discuss walkthrough feedback.

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

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has forty-five (45) or more absences (excused or unexcused) for the school year will not be Included in the determination of student academic growth.

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

- A1. Teachers instructing in value-added subjects exclusively¹;
- A2. Teachers Instructing in value-added courses, but not exclusively²;

OR

- B. Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- C. Teachers instructing in areas where no teacher-level value-added or approved vendor assessment is available³.

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

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

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

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

2 For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measure should be representative of the teacher's schedule.

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

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

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance:

Descriptive Rating	Numerical Rating
Most effective	5
Above Average	4
Average	3
Approaching Average	2
Least Effective	1

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the criteria developed by the Ohio Department of Education.

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

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- A. Teachers whose final summative performance rating is "Accomplished" will develop their growth plan independently and submit their plan to their credentialed evaluator.

Professional growth and improvement plans for a school year shall be developed not later than September 1st of that school year.

The professional growth plan shall include the following components:

1. Identification of area(s) for future professional growth;
2. Specific resources and opportunities the teacher wants to explore to enhance his/her skills, knowledge, and practice including a review of Board-approved and funded options, if applicable; and
3. Outcomes that will enable the teacher to increase student learning and achievement.

- B. Teachers whose final summative performance rating is "Skilled" will develop their growth plan collaboratively with their credentialed evaluator for the evaluation cycle.

Professional growth and improvement plans for a school year shall be developed not later than September 1st of that school year.

The professional growth plan shall include the following components:

1. Identification of area(s) for future professional growth;
2. Specific resources and opportunities the teacher wants to explore to enhance his/her skills, knowledge, and practice including a review of Board-approved and funded options, if applicable; and
3. Outcomes that will enable the teacher to increase student learning and achievement.

- C. Teachers whose final summative performance rating is "Developing" will develop a professional growth plan with their credentialed evaluator for the evaluation cycle. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional growth plan, utilizing the components set forth in the "Teacher Evaluation Form."

Professional growth and improvement plans for a school year shall be developed not later than September 1st of that school year.

The professional growth plan shall include the following components:

1. Identification of area(s) for future professional growth;
2. Specific resources and opportunities to assist the teacher in enhancing his/her skills, knowledge, and practice including a review of Board-approved and funded options, if applicable; and
3. Outcomes that will enable the teacher to increase student learning and achievement.

- D. Teachers who whose final summative rating is "ineffective" will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in the "Teacher Evaluation Form." Improvement plans for the next school year shall be developed not later than June 1st of each school year.

The improvement plan shall include the following components:

1. An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;
2. A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies;
3. A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan; and
4. A description of educational supports and/or opportunities for professional development, including a review of Board-approved and funded options, if applicable, needed to improve the identified area(s).

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

In accordance with ODE guidance, a teacher may be placed on an improvement plan at any time based on noted deficiencies in any individual component of the evaluation system.

Core Subject Teachers - Testing for Content Knowledge

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

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

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

- A. failing to complete all required written examinations under this section;
- B. a falling score on a written examination(s) taken pursuant to this section;
- C. a rating of "ineffective" on the teacher's next evaluation after passing all written examinations pursuant to this section and after completion of the required professional development; or
- D. failure of a teacher to complete the required professional development.

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

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

Board Professional Development Plan

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

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

Definitions:

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

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

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

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

Removal of Poorly Performing Teachers

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

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the LEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 331 9.11 notwithstanding the teacher's summative rating.

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

R.C. 3319.26, 3319.58, 3333.0411

A.C. 3301-35-03(A)